

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** April 15, 2019

**time:** 5:30 P.M.

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

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

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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. Sally Dix, Bravo Greater Des Moines
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of April 1, 2019 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. The Girls Catering, Inc., d/b/a The Girls Catering, 4000 Turnberry Drive - 5-Day Class BW Permit - Effective April 26, 2019 - April 30, 2019
    2. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class LE Liquor License with Carryout Wine and Carryout Beer - Renewal
    3. Fiesta West, Inc. d/b/a Fiesta Mexican Restaurant, 2025 Grand Avenue - Class LC Liquor License with Sunday Sales - New
    4. Migliero Real Estate d/b/a G. Mig's 5th Street Pub, 128 5th Street - Class LC Liquor License with Sunday Sales - Renewal
    5. Kineth Hotel Corporation d/b/a Hampton Inn, 6160 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
    6. Tian Lu, LLC d/b/a Heavenly Asian Cuisine & Lounge, 225 5<sup>th</sup> Street - Class LC Liquor License with Carryout Wine, Sunday Sales, and Catering Privileges - New

7. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5<sup>th</sup> Street - Six-Month Class LC Liquor License with Sunday Sales and Outdoor Service - New
  8. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 1700 Valley West Drive (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
  9. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - May 8-9, 2019
  10. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westown Parkway - Class LC Liquor License with Sunday Sales - Renewal
  11. Kelly Midwest Ventures LP d/b/a Staybridge Suites, 6905 Lake Drive - Class LB Liquor License with Sunday Sales - Renewal
  12. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
  13. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal
- d. Motion - Approval of Acknowledgment/Settlement Agreement - First Violation of Tobacco Laws
  - e. Motion - Approval of Special Event Lane Closures:
    1. Lutheran Church of Hope Easter Services
    2. Miscellaneous Events - Historic Valley Junction Foundation
  - f. Motion - Approval of Polk County Multi-Jurisdictional Hazard Mitigation Plan Update
  - g. Motion - Approval of Amendment No. 2 to Professional Services Agreement - South 88<sup>th</sup> Street and Mills Civic Parkway Reconstruction
  - h. Motion - Approval of Change Orders:
    1. Raccoon River Park Softball Complex Drainage and Dugout Repairs, #2
    2. Veterans Parkway Enhancements, Folded Flags, #2
  - i. Resolution - Order Construction:
    1. Grand Avenue - South Jordan Creek Parkway to South 88<sup>th</sup> Street
    2. South 81<sup>st</sup> Street and Cascade Avenue Widening
    3. The Parkways Turn Lane on South Jordan Creek Parkway
    4. 2019 Concrete Trail Renovation
    5. American Legion Park Tennis Court Lighting Improvements
    6. Kiwanis Park Shelter Replacement
  - j. Resolution - Accept Work - 2018 PCC Reconstruction Program
  - k. Resolution - Approval of Professional Services Agreement - South Grand Prairie Parkway Grade Separation Study

- l. Resolution - Approval of Agreement with Union Pacific Railroad - Jordan Creek Parkway and Ashworth Road Intersection Improvements
- m. Resolution - Approval of Encroachment Agreement with Buckeye Pipeline - Veterans Parkway, SW 60<sup>th</sup> Street to SW Wild Rose Lane
- n. Resolution - Approval of Proposals from MidAmerican Energy Company to Extend Gas Main and Service - West Public Services Facility
- o. Resolution - Approval of Crossing Guard Agreement - West Des Moines Community School District and City of Windsor Heights
- p. Resolution - Approval and Acceptance of Easement - Hidden Point Park
- q. Resolution - Establish Public Hearings:
  - 1. Iowa Clinic Urban Renewal Area
  - 2. Amendment #5 to Westown V Urban Renewal Area
- r. Resolution - Approval of Application for 2019 Great Places Designation
- s. Resolution - Approval and Acceptance of Purchase Agreements and Property Interests:
  - 1. South 88<sup>th</sup> Street and Mills Civic Parkway Reconstruction
  - 2. South 88<sup>th</sup> Street and I-80 Interchange Project
- t. Proclamation - Approval of Proclamations:
  - 1. Earth Day, April 22, 2019
  - 2. Arbor Day, April 26, 2019

**5. Old Business**

- a. Amendment to City Code - Title 9 (Zoning), Chapter 1 (Entitlements - Process and Procedures), Chapter 2 (Zoning Rules and Definitions), Chapter 4 (Zoning Districts and Maps), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Chapter 7 (Setback and Bulk Density Regulations), Chapter 10 (Performance Standards), and Chapter 19 (Landscaping) - Update Regulations Pertaining to Building Setback and Separation Requirements and Bulk Density Regulations - City Initiated
  - 1. Ordinance - Approval of Second Reading
- b. Amendment to City Code - Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning District) and Chapter 10 (Performance Standards) - Modify Garage Requirements and Establish a Waiver Process for Single-Family Detached Dwellings - City Initiated
  - 1. Ordinance - Approval of Second Reading
- c. Sugar Creek Estates, generally located at the northeast corner of 100<sup>th</sup> Street and Stagecoach Drive - Designate Residential Medium Density Zoning on approx. 24.01 acres - Sugar Creek Estates, LLC
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Stark Drive Vacation - Vacation of approx. 145 feet of Stark Drive west of the intersection with South 100<sup>th</sup> Street - Kings Grove, LLC (Continued from March 18, 2019 and April 1, 2019)
  - 1. Motion - Continue Public Hearing to May 6, 2019
  
- b. Ashworth Road I-80 Corridor, generally located along Ashworth Road beginning west of Interstate 80 to Jordan Creek Parkway - Amend Comprehensive Plan Land Use Map and Amend Zoning Map to Designate and Zone Property to High Density Residential, Medium Density Residential, Single Family Residential, Office, Community Commercial, and Business Park - City Initiated
  - 1. Motion - Accept Withdrawal of Rezoning Request
  
- c. West Grand Business Park-Des Moines University, northwest corner of South Jordan Creek Parkway and Grand Avenue - Amend Comprehensive Plan Land Use Map to Change approx. 85 acres from Business Park to Office and Amend the Planned Unit Development (PUD) to Only Allow SIC 8221 "Colleges, Universities and Professional Schools" within Parcel 8 - W & G McKinney Farms, LC
  - 1. Resolution - Approval of Comprehensive Plan Amendment
  - 2. Ordinance - Approval of First Reading
  
- d. Agreement for Private Development (Property Tax Rebate Program) - Dalton Partners, LLC and Mega St. Kilda, LLC
  - 1. Resolution - Approval of Agreement
  
- e. Agreement for Private Development (Property Improvement Fund and Regulatory Compliance Fund) - Dalton Partners, LLC and Mega St. Kilda, LLC
  - 1. Resolution - Approval of Agreement
  
- f. Agreement for Private Development - ComPort, LLC and Legacy Capital Partners, Inc.
  - 1. Resolution - Approval of Agreement
  
- g. Issuance of Not to Exceed \$6,000,000 General Obligation Urban Renewal Bonds, Series 2019B - City Initiated
  - 1. Resolution - Instituting Proceedings to Take Additional Action
  
- h. Issuance of Not to Exceed \$9,500,000 General Obligation Urban Renewal Bonds, Series 2019C - City Initiated
  - 1. Resolution - Instituting Proceedings to Take Additional Action
  
- i. Issuance of Not to Exceed \$6,270,000 General Obligation Urban Renewal Bonds, Series 2019D - City Initiated
  - 1. Resolution - Instituting Proceedings to Take Additional Action
  
- j. Issuance of Not to Exceed \$2,150,000 General Obligation Urban Renewal Bonds, Series 2019E - City Initiated
  - 1. Resolution - Instituting Proceedings to Take Additional Action

- k. South 85th Street, Cascade Avenue to Mills Civic Parkway - City Initiated
  - 1. Resolution - Approval of Acquisition of Agricultural Property
  
- l. Booneville Road Reconstruction - South 88<sup>th</sup> Street to west of South 100<sup>th</sup> Street - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
  
- m. 2019 HMA Resurfacing Program - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
  
- n. Neighborhood Park Signage - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Motion - Defer Award of Contract to May 6, 2019
  
- o. Pinedale Park Improvements - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
  
- p. Garage Door Replacements - Public Services Facility and Public Safety Stations #17, #18 and #19 - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  
- q. Traffic Signals at Grand Avenue and Scenic Valley Drive - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
  
- r. Public Services Facility - Salt Storage Building Maintenance - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  
- 7. New Business**
  - a. Western Hills Elementary Classroom Addition, 600 39<sup>th</sup> Street - Approval of a Major Modification to a Site Plan to Construct a Building Addition - West Des Moines Community School District
    - 1. Resolution - Approval of Major Modification
  
- 8. Receive, File and/or Refer**

**9. Other Matters**

- a. Des Moines Area Regional Transit Authority (DART) Route Changes
- b. Legislative Updates

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

April 1, 2019

West Des Moines City Council Proceedings  
Monday, April 1, 2019

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, April 1, 2019 at 5:30 PM. Council members present were: R. Hardman, J. Sandager, and K. Trevillyan. Council members J. Mickelson and R. Trimble participated via telephone.

City Clerk Ryan Jacobson stated staff is recommending one amendment to the agenda, as Public Hearing Item 6(c) Stark Drive Vacation will be continued to the April 15<sup>th</sup> meeting at the request of the applicant.

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

Vote 19-151: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 2. Public Forum

Jeff Madison, 318 South 19<sup>th</sup> Street, expressed concerns about issues with the apartment complex adjacent to his property, including flooding issues and damage to his fence by their lawnmower.

Mayor Gaer requested that staff work with Mr. Madison and try to help get his issues resolved.

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

Fire Chief Craig Leu introduced Firefighters Benjamin Truetken, Scott Sweetalla, Matthew Kingsley, Kyle Mikulich, and Wesley Bier, who were then sworn in by Mayor Gaer.

Police Chief Chris Scott reported the Police Department's previous dog retired, and Polk County is awarding funding so the department can acquire and train a new dog.

Polk County Supervisor Angela Connolly presented a check to the West Des Moines Police Department for \$10,000, and she thanked the department for their service to the community.

Council member Mickelson noted there have been a couple recent injuries with the City's public safety personnel, and he expressed appreciation to those staff for the work they do.

Council member Hardman expressed appreciation to the Development Services department for their efforts in drafting an ordinance regulating eating places and drinking establishments, which was discussed at this morning's meeting of the Development and Planning Subcommittee.

April 1, 2019

City Manager Tom Hadden requested that staff provide an update on the City Hall Renovations project.

Brian Hemesath, City Engineer, reported there have been delays during the first phase of the project, due to long lead times for HVAC equipment and electrical issues that were discovered after the work was started. He stated the project is approximately three months behind schedule, and the substantial completion date is now March 2020.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of March 18, 2019 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  1. BDA3sons, LLC d/b/a 3 Sons Sports Bar & Grill, 5906 Ashworth Road - Class LC Liquor License with Sunday Sales - New
  2. BL Restaurant Operations, LLC d/b/a Bar Louie, 7105 Mills Civic Parkway, Suite 150 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  3. Tasting Station Restaurant Group, LLC d/b/a BeerStyles Gastropub & Taproom/SALT of the Hearth, 5513 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
  4. Blazin Wings, Inc. d/b/a Buffalo Wild Wings Grill & Bar, 6925 Mills Civic Parkway, Suite #115 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
  5. Hy-Vee, Inc. d/b/a Hy-Vee Drugstore #2, 1010 60th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - April 10-11, 2019
  7. BDF, Inc. d/b/a The Longest Yard, 122 5th Street - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
  8. St. Francis of Assisi Roman Catholic Church d/b/a St. Francis of Assisi Church, 7075 Ashworth Road - Class BW Permit with Sunday Sales - Renewal
  9. Plunkett Enterprises S&S d/b/a Scissors and Scotch, 440 South 68th Street, #105 - Class LC Liquor License with Sunday Sales - Renewal
  10. Carson Advertising, Inc. d/b/a Vista Pub, 7205 Vista Drive, #116 - Class LC License with Sunday Sales and Outdoor Service - Renewal
- d. Approval of Acknowledgment/Settlement Agreement - First Violation of Tobacco Laws
- e. Approval of Additional Repair of Items on 2010 Ladder Truck
- f. Approval of Change Order #6 and #7 - City Hall Interior Renovations
- g. Approval of Amendment to Extend the Term of Temporary Easement - 62nd and Railroad Gate Structure Repairs



April 1, 2019

- h. Establish Public Hearings:
  - 1. Issuance of Not to Exceed \$6,000,000 General Obligation Urban Renewal Bonds, Series 2019B
  - 2. Issuance of Not to Exceed \$9,500,000 General Obligation Urban Renewal Bonds, Series 2019C
  - 3. Issuance of Not to Exceed \$6,270,000 General Obligation Urban Renewal Bonds, Series 2019D
  - 4. Issuance of Not to Exceed \$2,150,000 General Obligation Urban Renewal Bonds, Series 2019E
- i. Order Construction:
  - 1. Cedar Ridge Sewer Extension
  - 2. South 33rd Street and Fuller Road Retaining Wall Improvements
  - 3. Public Safety Station #21 Generator Replacement
  - 4. Whisper Point Park Improvements
- j. Approval to Initiate Development Agreement - Iowa Clinic West Lakes I, LLC
- k. Approval and Acceptance of Purchase Agreements and Property Interests:
  - 1. Ashworth Road Reconstruction, I-80 Bridge to 98th Street
  - 2. Booneville Road Reconstruction, South 88th Street to west of South 100th Street
  - 3. Project Osmium Public Infrastructure (SW 60th Street, Veterans Parkway south)
  - 4. South 33rd Street and Fuller Road Retaining Wall Improvements
  - 5. South 88th Street and Mills Civic Parkway Reconstruction
  - 6. Cedar Ridge Sewer Extension
- l. Approval of Settlement - Steven Morrell
- m. Approval of Settlement Agreement and Mutual Release - William B. Chase Trust

Vote 19-152: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(a) Amendment to City Code - Title 9 (Zoning), Chapter 1 (Entitlements - Process and Procedures), Chapter 2 (Zoning Rules and Definitions), Chapter 4 (Zoning Districts and Maps), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Chapter 7 (Setback and Bulk Density Regulations), Chapter 10 (Performance Standards), and Chapter 19 (Landscaping) - Update Regulations Pertaining to Building Setback and Separation Requirements and Bulk Density Regulations, initiated by the City of West Des Moines (Continued from February 4, 2019 and March 4, 2019)

Mayor Gaer noted the section of the ordinance regarding architectural standards was removed and will come forward separately after receiving input from developers.

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

April 1, 2019

Council member Trimble requested clarification that the proposed ordinance would allow footprints lots in single family residential zoning districts.

Linda Schemmel, Development Coordinator, responded yes the proposed ordinance does include that amendment to the zoning code.

Vote 19-153: Hardman, Mickelson, Sandager, Trevillyan ... 4 yes  
Trimble ... 1 no

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-154: Hardman, Mickelson, Sandager, Trevillyan ... 4 yes  
Trimble ... 1 no

Motion carried.

On Item 5(b) 1525 Grand Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 19-155: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-156: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 19-157: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(c) 8300 Mills Civic Parkway Urban Renewal Area, initiated by the City of West Des Moines

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

April 1, 2019

Vote 19-158: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-159: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 19-160: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning District) and Chapter 10 (Performance Standards) - Modify Garage Requirements and Establish a Waiver Process for Single-Family Detached Dwellings, initiated by the City of West Des Moines (Continued from March 18, 2019). He asked for the date the notice was published and the City Clerk indicated the notice was published on March 1, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 7-0, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

Mayor Gaer asked if there were any public comments.

Lance Henning, Executive Director of the Greater Des Moines Habitat for Humanity, spoke in favor of the proposed ordinance, stating he appreciates the inclusion of a waiver for the garage requirement and how the ordinance will help address housing affordability.

Council member Trevillyan stated he received a text message from Renae Johanningmeier, 612 Walnut Street, who could not be here tonight but wanted to express the following comments as part of the public hearing:

Ms. Johanningmeier expressed her preference to remove the ordinance requiring garages altogether. She doesn't understand why the waiver would be available only to people who are low income, when the small lot sizes in Valley Junction should also be considered enough of a hardship to warrant the waiver regardless of income. She noted Valley Junction doesn't always fit the norm.

April 1, 2019

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

Lynne Twedt, Development Services Director, responded to questions from the Mayor and Council, stating a property owner could request a variance from the garage requirement based on the hardship of a small lot size, but there is no guarantee the variance would be approved. She noted staff will further review zoning ordinance impacts to Valley Junction and may recommend further changes to accommodate the small lot sizes. She stated staff is requesting guidance from the City Council on what length of time the deed restriction should be.

Mayor Gaer directed staff to add the deed restriction question to an upcoming agenda of the Development and Planning Subcommittee.

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

Council member Trevillyan stated he will vote no on this proposed ordinance, but it is not because he supports the current ordinance regarding garage requirements. He does not agree with the waiver being limited to low income only. He also noted there would be contradictions in the City Code because the nuisance code would allow the City to tear down a dilapidated garage, but in that case the property owner would not be required to construct a new garage.

Mayor Gaer requested that staff look into Council member Trevillyan's concerns regarding potential inconsistencies in the City Code.

Council member Hardman requested that staff ensures the waiver process does not inadvertently create artificial stigmas around the term "low to moderate income".

Council member Trevillyan expressed concerns that if the owner of a property with no garage would improve their home and increase its value by 50 percent, it would then trigger the garage requirement.

Ms. Twedt clarified the proposed ordinance would remove that provision.

Council member Trevillyan expressed concerns that a garage would still be required with the construction of a new home on a vacant lot, and he expressed his preference that the garage requirement should be removed from the City Code altogether.

Council member Trimble stated he believes the proposed ordinance is a good balance between aesthetics and housing affordability.

Vote 19-161: Hardman, Mickelson, Sandager, Trimble ... 4 yes  
Trevillyan ... 1 no

Motion carried.

April 1, 2019

The City Clerk read the preamble to the ordinance.

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

Vote 19-162: Hardman, Mickelson, Sandager, Trimble ... 4 yes  
Trevillyan ... 1 no

Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 7 (Public Ways and Property), Chapter 2A (Installation and Operation of Small Cell Broadband Infrastructure) - Establish Fee Requirements and Modify Regulations Pertaining to Aesthetics of Broadband Infrastructure, 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 March 26, 2019 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 Trevillyan, second by Hardman to consider the first reading of the ordinance.

Vote 19-163: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-164: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by Trevillyan, second by Hardman, in accordance with Rule 36 of the City Council Procedural Rules to waive the second and third readings of the ordinance.

Vote 19-165: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 19-166: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

April 1, 2019

On Item 6(c) Stark Drive Vacation - Vacation of approx. 145 feet of Stark Drive west of the intersection with South 100th Street, initiated by Kings Grove, LLC (Continued from March 18, 2019)

Mayor Gaer stated public hearing item 6(c) is being continued to the April 15, 2019 meeting at the request of the applicant.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Sugar Creek Estates, generally located at the northeast corner of 100th Street and Stagecoach Drive - Designate Residential Medium Density Zoning on approx. 24.01 acres, initiated by Sugar Creek Estates, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on March 15, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the rezoning request.

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

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

Vote 19-167: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-168: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider South 88th Street and Mills Civic Parkway Reconstruction, 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 March 22, 2019 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 Hardman, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to McAninch Corporation.

April 1, 2019

Council member Trevillyan expressed concerns about the add alternate for a joint utility trench, as the City had previously constructed a joint utility trench along Railroad Avenue, but no entities outside the City are utilizing it.

Jamie Letzring, Deputy City Manager, responded staff has held many meetings with local utility providers, and those providers have provided input in the conduit design for this proposed joint utility trench. She noted the providers will have an incentive to locate their fiber in the City's conduit bank because the costs would be lower than if they were to obtain their own easements and set up their own infrastructure.

Mayor Gaer inquired how staff plans to fund the fiber enterprise fund.

Ms. Letzring responded it will likely initially be funded through an interfund loan and also through the sale of taxable bonds.

Vote 19-169: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider 2019 PCC Patching and Medians 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 March 22, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 19-170: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(g) Mayor Gaer indicated this was the time and place for a public hearing to consider 2018 Channel Repair 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 March 22, 2019 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.

April 1, 2019

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

Vote 19-171: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(a) Microsoft DSM09-10, southwest corner of the future extension of Veterans Parkway and Interstate 35 - Approval of a Site Plan for Construction of Two 200,000 sq. ft. Data Center Buildings and a MidAmerican Energy Substation, initiated by Microsoft Corporation

It was moved by Trevillyan, second by Hardman 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 19-172: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

On Item 9 - Other Matters

Jamie Letzring, Deputy City Manager, reported on the following bills:

- HSB 165 regarding property tax reform: An amendment was proposed in the House that could go to subcommittee at any time, but there is still no companion bill in the Senate.
- SSB 1244 regarding stormwater connection fee districts: There is still no companion bill in the House. Staff will meet with the Homebuilders of Iowa to discuss this bill.

The meeting was adjourned at 6:37 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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Steven K. Gaer, Mayor



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

**ITEM:** Motion – Approval of Bill Lists

**DATE:** April 15, 2019

**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	04/15/19	\$ 1,731,964.05
EFT Claims	04/15/19	\$ 606,970.75
Control Pay	04/15/19	\$ 316,707.55
End of Month & Off-Cycle	03/19/19 to 05/05/19	\$ 4,817.12

**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:

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB VENDOR DISB - WB Vendor Disbursement</b>					
Check	04/15/2019	311983	Accounts Payable	ACME TOOLS-DES MOINES	101.15
Check	04/15/2019	311984	Accounts Payable	ADP SCREENING & SELECTION SVCS	695.45
Check	04/15/2019	311985	Accounts Payable	AGRILAND FS INC	1,397.53
Check	04/15/2019	311986	Accounts Payable	AHLERS & COONEY	427.50
Check	04/15/2019	311987	Accounts Payable	AIRPORT SIGNS & GRAPHICS	518.22
Check	04/15/2019	311988	Accounts Payable	ALVINE AND ASSOCIATES INC	3,260.00
Check	04/15/2019	311989	Accounts Payable	AMERICAN SECURITY LLC	1,469.31
Check	04/15/2019	311990	Accounts Payable	ARCHITECTURAL ARTS	5,766.00
Check	04/15/2019	311991	Accounts Payable	ASCHEMAN , PHILIP	540.00
Check	04/15/2019	311992	Accounts Payable	AT&T MOBILITY	6,727.64
Check	04/15/2019	311993	Accounts Payable	AUREON NETWORK SERVICES	5,465.41
Check	04/15/2019	311994	Accounts Payable	BARTHOLOMAY , JILL	50.00
Check	04/15/2019	311995	Accounts Payable	BASICLEIGH COMMUNICATIONS LLC	12,015.00
Check	04/15/2019	311996	Accounts Payable	BELLER DISTRIBUTING, LLC	233.19
Check	04/15/2019	311997	Accounts Payable	BENTON , DIXIE	144.00
Check	04/15/2019	311998	Accounts Payable	BING BANG LLC	4,118.75
Check	04/15/2019	311999	Accounts Payable	BJ STORAGE	690.95
Check	04/15/2019	312000	Accounts Payable	BOLTON & MENK INC	21,866.50
Check	04/15/2019	312001	Accounts Payable	BOMGAARS SUPPLY INC	126.96
Check	04/15/2019	312002	Accounts Payable	BOOT BARN INC	200.00
Check	04/15/2019	312003	Accounts Payable	BOUND TREE MEDICAL LLC	2,538.61
Check	04/15/2019	312004	Accounts Payable	BROCKWAY MECHANICAL & ROOFING	2,019.49
Check	04/15/2019	312005	Accounts Payable	BUELOW , LISA	437.00
Check	04/15/2019	312006	Accounts Payable	CALHOUN-BURNS & ASSOCIATES INC	31,861.20
Check	04/15/2019	312007	Accounts Payable	CAPPEL'S ACE HARDWARE	35.56
Check	04/15/2019	312008	Accounts Payable	CELLEBRITE USA CORP	3,700.00
Check	04/15/2019	312009	Accounts Payable	CENTURYLINK	988.95
Check	04/15/2019	312010	Accounts Payable	CHAD TORSTENSON EMS MEDIC	3,000.00
Check	04/15/2019	312011	Accounts Payable	CHAVENELLE STUDIO METALWORKS	4,000.00
Check	04/15/2019	312012	Accounts Payable	CHIAFOS , BRAD	92.00
Check	04/15/2019	312013	Accounts Payable	CIMAGLIA , NICHOLAS	60.00
Check	04/15/2019	312014	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	246.88
Check	04/15/2019	312015	Accounts Payable	CITY OF DES MOINES	532,060.00
Check	04/15/2019	312016	Accounts Payable	CONLEY GROUP INC	9,450.00

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Check	04/15/2019	312017	Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	97.57
Check	04/15/2019	312018	Accounts Payable	CORY , TARRY	78.00
Check	04/15/2019	312019	Accounts Payable	CULTUREALL INC	1,000.00
Check	04/15/2019	312020	Accounts Payable	CUMMINS SALES AND SERVICE	1,005.14
Check	04/15/2019	312021	Accounts Payable	CUSTOM AWARDS	18.00
Check	04/15/2019	312022	Accounts Payable	DART	3,600.00
Check	04/15/2019	312023	Accounts Payable	DE LAGE LANDEN	2,795.00
Check	04/15/2019	312024	Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	91.38
Check	04/15/2019	312025	Accounts Payable	DES MOINES IRON CO	12.70
Check	04/15/2019	312026	Accounts Payable	DES MOINES STEEL	2.88
Check	04/15/2019	312027	Accounts Payable	DES MOINES STEEL FENCE CO INC	2,065.00
Check	04/15/2019	312028	Accounts Payable	DOUGLAS , LENA	161.00
Check	04/15/2019	312029	Accounts Payable	DOWLING , CONNIE	441.00
Check	04/15/2019	312030	Accounts Payable	DUVALL , JULIA	100.00
Check	04/15/2019	312031	Accounts Payable	EDGINGTON , AMY	175.00
Check	04/15/2019	312032	Accounts Payable	EJS SUPPLY LLC	4,602.16
Check	04/15/2019	312033	Accounts Payable	ELECTRICAL ENGINEERING & EQUIPMENT CO	405.00
Check	04/15/2019	312034	Accounts Payable	EMS TECHNOLOGY SOLUTIONS	459.00
Check	04/15/2019	312035	Accounts Payable	EMSLRC	56.00
Check	04/15/2019	312036	Accounts Payable	EVIDENT INC	76.50
Check	04/15/2019	312037	Accounts Payable	FASTENAL COMPANY	40.12
Check	04/15/2019	312038	Accounts Payable	FERGUSON , JULIE	414.00
Check	04/15/2019	312039	Accounts Payable	FISCHER BROS LLC	81,951.75
Check	04/15/2019	312040	Accounts Payable	GARNANT , KRISTEN	2,000.00
Check	04/15/2019	312041	Accounts Payable	GRAHAM CONSTRUCTION COMPANY INC	45,758.39
Check	04/15/2019	312042	Accounts Payable	GRAYBAR ELECTRIC CO INC	88.15
Check	04/15/2019	312043	Accounts Payable	GRIMES ASPHALT & PAVING	2,335.20
Check	04/15/2019	312044	Accounts Payable	HAHN , JENNIFER	4,067.10
Check	04/15/2019	312045	Accounts Payable	HAUGEN , PAMELA	13.80
Check	04/15/2019	312046	Accounts Payable	HDR ENGINEERING INC	12,049.16
Check	04/15/2019	312047	Accounts Payable	HEALEY , DR HOLLY	750.00
Check	04/15/2019	312048	Accounts Payable	HEALTH COMMUNICATIONS INC	498.18
Check	04/15/2019	312049	Accounts Payable	HEARTLAND BUSINESS SYSTEMS LLC	4,579.05

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Check	04/15/2019	312050	Accounts Payable	HERITAGE BUILDING MAINTENANCE	700.00
Check	04/15/2019	312051	Accounts Payable	HISCOX , KIM	60.00
Check	04/15/2019	312052	Accounts Payable	HISTORIC VALLEY JUNCTION FOUNDATION	977.38
Check	04/15/2019	312053	Accounts Payable	HOME DEPOT CREDIT SERVICES	114.00
Check	04/15/2019	312054	Accounts Payable	HUTCHINSON SALT COMPANY	137,576.64
Check	04/15/2019	312055	Accounts Payable	HY VEE INC	2,242.70
Check	04/15/2019	312056	Accounts Payable	INSIGHT PUBLIC SECTOR	1,498.90
Check	04/15/2019	312057	Accounts Payable	INTERSTATE ALL BATTERY CENTER	32.75
Check	04/15/2019	312058	Accounts Payable	INVISION ARCHITECTURE LTD	4,000.00
Check	04/15/2019	312059	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	28.32
Check	04/15/2019	312060	Accounts Payable	IOWA ONE CALL	1,047.60
Check	04/15/2019	312061	Accounts Payable	IOWA STATE UNIVERSITY SCIENCE AND TECHNOLOGY	5,386.30
Check	04/15/2019	312062	Accounts Payable	IRON MOUNTAIN	56.23
Check	04/15/2019	312063	Accounts Payable	ISCPP	35.00
Check	04/15/2019	312064	Accounts Payable	ITERIS INC	965.00
Check	04/15/2019	312065	Accounts Payable	ITSAVVY LLC	4,874.54
Check	04/15/2019	312066	Accounts Payable	J LAURENZO SPECIALTY PRODUCTS	216.00
Check	04/15/2019	312067	Accounts Payable	JCG LAND SERVICES INC	13,247.72
Check	04/15/2019	312068	Accounts Payable	JERRY BUSSANIMAS	11,477.00
Check	04/15/2019	312069	Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	04/15/2019	312070	Accounts Payable	JOHNSON CONTROLS LP- IL	909.77
Check	04/15/2019	312071	Accounts Payable	JORDAN CREEK ANIMAL HOSPITAL	58.30
Check	04/15/2019	312072	Accounts Payable	JORDAN CREEK EXECUTIVE CAR WASH	48.00
Check	04/15/2019	312073	Accounts Payable	JUSTICE LEAGUE OF FOOD, INC.	92,523.76
Check	04/15/2019	312074	Accounts Payable	KABEL BUSINESS SERVICES	1,009.00
Check	04/15/2019	312075	Accounts Payable	KENNY AND GYL CO	880.00
Check	04/15/2019	312076	Accounts Payable	KLAHN , RICHARD	138.00
Check	04/15/2019	312077	Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	523.22
Check	04/15/2019	312078	Accounts Payable	LACINA , WENDY	276.00
Check	04/15/2019	312079	Accounts Payable	LANGUAGE LINE SERVICES	149.95
Check	04/15/2019	312080	Accounts Payable	LASER RESOURCES	10,592.77
Check	04/15/2019	312081	Accounts Payable	LOUNSBURY LANDSCAPING SAND &	101.42

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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	04/15/2019	312082	Accounts Payable	GRAVEL	
Check	04/15/2019	312083	Accounts Payable	LOWE'S HOME CENTER INC	1,969.59
Check	04/15/2019	312084	Accounts Payable	LUNNING COACHING & CONSULTING	90.00
Check	04/15/2019	312085	Accounts Payable	LYONS , DAVID JOSEPH	15,000.00
Check	04/15/2019	312086	Accounts Payable	MARTIN MARIETTA AGGREGATES	1,845.29
Check	04/15/2019	312087	Accounts Payable	MARTIN'S FLAG COMPANY LLC	128.20
Check	04/15/2019	312088	Accounts Payable	MCFADDEN , HAROLD	184.00
Check	04/15/2019	312089	Accounts Payable	MERCY WEST PHARMACY	348.77
Check	04/15/2019	312090	Accounts Payable	MID AMERICAN SIGNAL INC	5,985.00
Check	04/15/2019	312091	Accounts Payable	MIDAMERICAN ENERGY	5,069.52
Check	04/15/2019	312092	Accounts Payable	MIDAMERICAN ENERGY	58,121.38
Check	04/15/2019	312093	Accounts Payable	MIDAMERICAN ENERGY	1,288.13
Check	04/15/2019	312094	Accounts Payable	MIDAMERICAN ENERGY	3,288.82
Check	04/15/2019	312095	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	629.97
Check	04/15/2019	312096	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	167.05
Check	04/15/2019	312097	Accounts Payable	MILLANG , TODD	11,477.00
Check	04/15/2019	312098	Accounts Payable	MTI DISTRIBUTING, INC.	1,283.39
Check	04/15/2019	312099	Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	27.24
Check	04/15/2019	312100	Accounts Payable	NAAC	1,155.00
Check	04/15/2019	312101	Accounts Payable	NELLIES VENDING	190.50
Check	04/15/2019	312102	Accounts Payable	NESTINGEN INC	10,660.00
Check	04/15/2019	312103	Accounts Payable	NORTHERN ESCROW INC FBO	5,597.37
Check	04/15/2019	312104	Accounts Payable	OSIS INC	675.00
Check	04/15/2019	312105	Accounts Payable	OTANEZ , EVA DER ROCIO ORTIZ	581.25
Check	04/15/2019	312106	Accounts Payable	PALMER GROUP	4,102.78
Check	04/15/2019	312107	Accounts Payable	PEAK DISTRIBUTING	240.00
Check	04/15/2019	312108	Accounts Payable	PETTY CASH	725.00
Check	04/15/2019	312109	Accounts Payable	PRAIRIE AG SUPPLY	362.50
Check	04/15/2019	312110	Accounts Payable	PROGRESSIVE RESCUE SOLUTIONS	13,500.00
Check	04/15/2019	312111	Accounts Payable	QHC HUMBOLDT NORTH LLC	1,287.00
Check	04/15/2019	312112	Accounts Payable	QUESTCDN.COM	405.00
Check	04/15/2019	312113	Accounts Payable	RAHE , ALAN	78.00
Check	04/15/2019	312114	Accounts Payable	RAMAKER & ASSOCIATES, INC	1,980.00
Check	04/15/2019	312114	Accounts Payable	REFLECTIVE APPAREL FACTORY INC	1,305.15

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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	04/15/2019	312115	Accounts Payable	RITTMAN , JORDYN	161.00
Check	04/15/2019	312116	Accounts Payable	ROBERT HALF TECHNOLOGY	2,777.94
Check	04/15/2019	312117	Accounts Payable	ROY'S TOWING AND RECOVERY	500.00
Check	04/15/2019	312118	Accounts Payable	SHANK CONSTRUCTORS INC	4,771.85
Check	04/15/2019	312119	Accounts Payable	SIXTA , ANDREW	161.00
Check	04/15/2019	312120	Accounts Payable	SKOLD DOOR & FLOOR CO	850.00
Check	04/15/2019	312121	Accounts Payable	SM HENTGES & SONS INC	1,806.81
Check	04/15/2019	312122	Accounts Payable	SMITH , MATTHEW	82.42
Check	04/15/2019	312123	Accounts Payable	SMITH'S SEWER SERVICE INC	388.00
Check	04/15/2019	312124	Accounts Payable	SPORTS FACILITIES ADVISORY LLC	15,500.00
Check	04/15/2019	312125	Accounts Payable	STIVERS FORD	93,866.00
Check	04/15/2019	312126	Accounts Payable	STORAGE MART 1052	504.97
Check	04/15/2019	312127	Accounts Payable	STOREY-KENWORTHY CO	138.67
Check	04/15/2019	312128	Accounts Payable	STUDIO MELEE	10,387.50
Check	04/15/2019	312129	Accounts Payable	SYNERGY CONTRACTING LLC	67,227.23
Check	04/15/2019	312130	Accounts Payable	SYSTEM WORKS LLC	1,250.00
Check	04/15/2019	312131	Accounts Payable	SYSTEMS MANAGEMENT AND BALANCING INC	8,370.00
Check	04/15/2019	312132	Accounts Payable	TERRY , DANTE	78.00
Check	04/15/2019	312133	Accounts Payable	THE CONCRETE COMPANY INC	38,696.31
Check	04/15/2019	312134	Accounts Payable	THOMPSON , CLINTON	78.00
Check	04/15/2019	312135	Accounts Payable	TRUE PITCH INC	229.68
Check	04/15/2019	312136	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	377.77
Check	04/15/2019	312137	Accounts Payable	U-SELECT-IT CORPORATION	600.00
Check	04/15/2019	312138	Accounts Payable	UNITED PARCEL SERVICE	30.48
Check	04/15/2019	312139	Accounts Payable	UNITED SEEDS	400.00
Check	04/15/2019	312140	Accounts Payable	UNITYPOINT CLINIC	255.00
Check	04/15/2019	312141	Accounts Payable	UNPLUGGED WIRELESS COMMUNICATIONS LLC	6,783.00
Check	04/15/2019	312142	Accounts Payable	VANWALL EQUIPMENT	413.04
Check	04/15/2019	312143	Accounts Payable	VAUDT MD , CORY	1,000.00
Check	04/15/2019	312144	Accounts Payable	VEENSTRA & KIMM INC	74,500.26
Check	04/15/2019	312145	Accounts Payable	VERIZON WIRELESS	217.05
Check	04/15/2019	312146	Accounts Payable	VISION SERVICE PLAN	686.45
Check	04/15/2019	312147	Accounts Payable	WARREN COUNTY ENGINEER	50.00
Check	04/15/2019	312148	Accounts Payable	WEST DES MOINES COMM SCHOOLS -	225.41

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Check	04/15/2019	312149	Accounts Payable	FACILITIES	
Check	04/15/2019	312150	Accounts Payable	WEST DES MOINES WATER WORKS	4.63
Check	04/15/2019	312151	Accounts Payable	WEX BANK	790.62
Check	04/15/2019	312152	Accounts Payable	WILKINS , BRETT	78.00
Check	04/15/2019	312153	Accounts Payable	WILLITS , VERNON	2,000.00
Check	04/15/2019	312154	Accounts Payable	WIN WATCH LLC	295.64
Check	04/15/2019	312155	Accounts Payable	WINDSTAR LINES	962.50
Check	04/15/2019	312156	Accounts Payable	XTREME TREE	3,750.00
Check	04/15/2019	312157	Accounts Payable	BOWEN , GARY	6,700.00
Check	04/15/2019	312158	Accounts Payable	DMACC	15.00
Check	04/15/2019	312159	Accounts Payable	PETTY CASH	866.02
Check	04/15/2019	312160	Accounts Payable	LONG DIRT INVESTMENTS LLC	5,990.00
Check	04/15/2019	312161	Accounts Payable	MAPLE GROVE UNITED METHODIST CHURCH	1,953.87
Check	04/15/2019	312162	Accounts Payable	WESLEYLIFE	20,545.00
Check	04/15/2019	312163	Accounts Payable	CONTINENTAL WESTERN GROUP	987.90
Check	04/15/2019	312164	Accounts Payable	MIDAMERICAN ENERGY	6,055.50
Check	04/15/2019	312165	Accounts Payable	MIDAMERICAN ENERGY	73,841.88
EFT	04/15/2019	2962	Accounts Payable	STATE OF IOWA	80.00
EFT	04/15/2019	2963	Accounts Payable	ABC ELECTRICAL SERVICES LLC	4,406.01
EFT	04/15/2019	2964	Accounts Payable	ALL MAKES OFFICE INTERIORS	4,400.00
EFT	04/15/2019	2965	Accounts Payable	BENNETHUM , CLINT	60.32
EFT	04/15/2019	2966	Accounts Payable	BREWICK , MARK	175.16
EFT	04/15/2019	2967	Accounts Payable	BROWNELLS INC	422.59
EFT	04/15/2019	2968	Accounts Payable	CDW GOVERNMENT INC	23,479.04
EFT	04/15/2019	2969	Accounts Payable	CITY OF CLIVE	71,476.00
EFT	04/15/2019	2970	Accounts Payable	DES MOINES ASPHALT & PAVING	63,488.50
EFT	04/15/2019	2971	Accounts Payable	DRAKE , JOY	52.68
EFT	04/15/2019	2972	Accounts Payable	ELDER CORPORATION	46,902.03
EFT	04/15/2019	2973	Accounts Payable	EMC RISK SERVICES	34,088.59
EFT	04/15/2019	2974	Accounts Payable	EXCEL MECHANICAL INC	11,256.20
EFT	04/15/2019	2975	Accounts Payable	FBG SERVICE CORPORATION	5,788.00
EFT	04/15/2019	2976	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	7,767.68
EFT	04/15/2019	2977	Accounts Payable	HR GREEN CO	103,773.61
EFT	04/15/2019	2977	Accounts Payable	IOWA COMMUNITIES ASSURANCE	92.00

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EFT	04/15/2019	2978	Accounts Payable	POOL	
EFT	04/15/2019	2979	Accounts Payable	IOWA DEPARTMENT OF PUBLIC SAFETY	6,492.00
EFT	04/15/2019	2980	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	422.07
EFT	04/15/2019	2981	Accounts Payable	KELTEK INC	79,722.29
EFT	04/15/2019	2982	Accounts Payable	KINKADE, DENISE	63.60
EFT	04/15/2019	2983	Accounts Payable	KIRKHAM MICHAEL & ASSOC	33,774.38
EFT	04/15/2019	2984	Accounts Payable	KIRKMAN, JAMES	50.92
EFT	04/15/2019	2985	Accounts Payable	KRONOS SAASHR INC	6,252.97
EFT	04/15/2019	2986	Accounts Payable	LAIDLAW JR, WILLIAM	1,433.19
EFT	04/15/2019	2987	Accounts Payable	MANKLE, BRUCE	169.36
EFT	04/15/2019	2988	Accounts Payable	MCCLURE ENGINEERING COMPANY	10,106.25
EFT	04/15/2019	2989	Accounts Payable	MCCUBBIN, COURTNEY	170.00
EFT	04/15/2019	2990	Accounts Payable	MILES CAPITAL	5,951.07
EFT	04/15/2019	2991	Accounts Payable	MOON, VICTORIA	136.00
EFT	04/15/2019	2992	Accounts Payable	MPH INDUSTRIES	5,015.00
EFT	04/15/2019	2993	Accounts Payable	ONENECK IT SOLUTIONS LLC	18,814.85
EFT	04/15/2019	2994	Accounts Payable	PERRY, MELANIE	311.58
EFT	04/15/2019	2995	Accounts Payable	REMOTE ADMIN INC	6,500.00
EFT	04/15/2019	2996	Accounts Payable	RUSSELL, CURTIS	1,900.00
EFT	04/15/2019	2997	Accounts Payable	SCHOON, KAY	624.89
EFT	04/15/2019	2998	Accounts Payable	SHIELDS, CHARLES	138.00
EFT	04/15/2019	2999	Accounts Payable	SHIVE-HATTERY INC	46,993.68
EFT	04/15/2019	3000	Accounts Payable	SWINTON, ASHLEE	1,080.00
EFT	04/15/2019	3001	Accounts Payable	THYCOTIC SOFTWARE LLC	583.95
EFT	04/15/2019	3002	Accounts Payable	TRITECH FORENSICS INC	102.00
EFT	04/15/2019	3003	Accounts Payable	UPS STORE	114.05
EFT	04/15/2019	3004	Accounts Payable	VETTER, MELINDA	335.50
EFT	04/15/2019	3005	Accounts Payable	WACKER, RACHEL	29.69
EFT	04/15/2019	3006	Accounts Payable	WALDORF, PATRICK	353.00
EFT	04/15/2019	3007	Accounts Payable	WATSON, JAMES	127.19
EFT	04/15/2019	3008	Accounts Payable	WILKINS, CHRIS	78.00
EFT	04/15/2019	3009	Accounts Payable	YEAGER, LEMAR	1,458.00
EFT	04/15/2019	3010	Accounts Payable	RIVAS, WHITNEY	14.50
EFT	04/15/2019			VAUGHAN, DANELL	24.36



City of West Des Moines  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date:

Type	Date	Number	Source	Payee Name	Transaction Amount
WB VENDOR DISB WB Vendor Disbursement Totals:					
Checks:		183			\$1,731,964.05
EFTs:		49			\$606,970.75
					\$2,338,934.80

Transactions: 232

**City of West Des Moines**  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date:

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB CONTROLPAY - WB ControlPay</b>					
EFT	04/15/2019	3816	Accounts Payable	ARAMARK UNIFORM SERVICES	2,431.36
EFT	04/15/2019	3817	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,043.62
EFT	04/15/2019	3818	Accounts Payable	COMPETITIVE EDGE	2,026.44
EFT	04/15/2019	3819	Accounts Payable	CONVERGINT TECHNOLOGIES LLC	4,930.46
EFT	04/15/2019	3820	Accounts Payable	D&K PRODUCTS	8,842.00
EFT	04/15/2019	3821	Accounts Payable	DES MOINES REGISTER MEDIA	132.06
EFT	04/15/2019	3822	Accounts Payable	DOORS INC	246.00
EFT	04/15/2019	3823	Accounts Payable	ELECTRONIC ENGINEERING	507.00
EFT	04/15/2019	3824	Accounts Payable	FELD FIRE	23,170.00
EFT	04/15/2019	3825	Accounts Payable	FORECAST PUBLIC ART	825.00
EFT	04/15/2019	3826	Accounts Payable	G&L CLOTHING	1,983.91
EFT	04/15/2019	3827	Accounts Payable	GALLS LLC	6,763.53
EFT	04/15/2019	3828	Accounts Payable	IMAGETEK INC	5,725.00
EFT	04/15/2019	3829	Accounts Payable	INTERFLEET INC	2,289.00
EFT	04/15/2019	3830	Accounts Payable	INTERSTATE POWER SYSTEMS	20,396.76
EFT	04/15/2019	3831	Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	04/15/2019	3832	Accounts Payable	J & M DISPLAYS INC	25,000.00
EFT	04/15/2019	3833	Accounts Payable	JOHNSON CONTROLS INC- TX	13,528.00
EFT	04/15/2019	3834	Accounts Payable	KIECK'S CAREER APPAREL AND UNIFORMS	975.50
EFT	04/15/2019	3835	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	109.25
EFT	04/15/2019	3836	Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	833.04
EFT	04/15/2019	3837	Accounts Payable	MEDIACOM	11.47
EFT	04/15/2019	3838	Accounts Payable	MENARDS	285.32
EFT	04/15/2019	3839	Accounts Payable	METHODIST OCCUPATIONAL HEALTH	7,286.00
EFT	04/15/2019	3840	Accounts Payable	METRO WASTE AUTHORITY	66,463.09
EFT	04/15/2019	3841	Accounts Payable	MULCH MART LLC	4,485.00
EFT	04/15/2019	3842	Accounts Payable	NINTH BRAIN SUITE LLC	543.00
EFT	04/15/2019	3843	Accounts Payable	O'KEEFE ELEVATOR COMPANY INC	2,418.40
EFT	04/15/2019	3844	Accounts Payable	O'REILLY AUTOMOTIVE INC	245.16
EFT	04/15/2019	3845	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	2,488.62
EFT	04/15/2019	3846	Accounts Payable	PRAXAIR	2,174.89
EFT	04/15/2019	3847	Accounts Payable	PREFERRED PEST CONTROL	872.00
EFT	04/15/2019	3848	Accounts Payable	PROCTOR MECHANICAL CORP	712.33

City of West Des Moines  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date:

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	04/15/2019	3849	Accounts Payable	RELIABLE PROPERTY SERVICES	27,229.95
EFT	04/15/2019	3850	Accounts Payable	SHERWIN WILLIAMS	46.29
EFT	04/15/2019	3851	Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	722.40
EFT	04/15/2019	3852	Accounts Payable	SNYDER & ASSOCIATES	70,625.52
EFT	04/15/2019	3853	Accounts Payable	STRAUSS SAFE AND LOCK CO	14.34
EFT	04/15/2019	3854	Accounts Payable	THE VERNON COMPANY	982.39
EFT	04/15/2019	3855	Accounts Payable	THOMAS BUS SALES OF IOWA INC	60.50
EFT	04/15/2019	3856	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	484.10
EFT	04/15/2019	3857	Accounts Payable	TOMPKINS INDUSTRIES INC	185.72
EFT	04/15/2019	3858	Accounts Payable	VAISALA INC	1,980.00
EFT	04/15/2019	3859	Accounts Payable	WAHLTEK INC	115.66
EFT	04/15/2019	3860	Accounts Payable	WASTE MANAGEMENT OF IOWA	72.38
EFT	04/15/2019	3861	Accounts Payable	WORLDPOINT ECC INC	317.45
EFT	04/15/2019	3862	Accounts Payable	ZIMCO SUPPLY CO	30.00
EFT	04/15/2019	3863	Accounts Payable	ZOLL MEDICAL	3,544.57
WB CONTROLPAY WB ControlPay Totals:					\$316,707.55
EFTs:					48
					\$316,707.55
Transactions: 48					

# Payment Register

From Payment Date: 03/19/19 - To Payment Date: 05/05/2019

Number	Date	Payee Name	Transaction Amount
73	04/02/2019	WEST BANK	\$2,966.63
74	04/02/2019	AUTHORIZE.NET	\$68.40
11722	04/15/2019	MAHARRY PHOTOGRAPHY LLC	\$175.00
11735	04/15/2019	TMG PROPERTIES LC- UNIVERSITY WEST APTS	\$250.00
11736	04/15/2019	COLONIAL VILLAGE APARTMENTS	\$193.00
11737	04/15/2019	SILVER OAK- TAB IOWA TOWNHOMES	\$215.00
11739	04/15/2019	BENNETT GRAND WOODS APARTMENTS	\$249.09
11740	04/15/2019	AHC WOODLAND LLC	\$200.00
11741	04/15/2019	BENNETT GRAND WOODS APARTMENTS	\$250.00
11742	04/15/2019	MAPLE GROVE VILLAS	\$250.00
			<hr/>
			\$4,817.12

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

**ITEM:** Approval of Liquor Licenses

**DATE:** April 15, 2019

**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. The Girls Catering, Inc., d/b/a The Girls Catering, 4000 Turnberry Drive - 5-Day Class BW Permit - Effective April 26, 2019 - April 30, 2019
2. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class LE Liquor License with Carryout Wine and Carryout Beer - Renewal
3. Fiesta West, Inc. d/b/a Fiesta Mexican Restaurant, 2025 Grand Avenue - Class LC Liquor License with Sunday Sales - New
4. Migliero Real Estate d/b/a G. Mig's 5th Street Pub, 128 5th Street - Class LC Liquor License with Sunday Sales - Renewal
5. Kinseth Hotel Corporation d/b/a Hampton Inn, 6160 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
6. Tian Lu, LLC d/b/a Heavenly Asian Cuisine & Lounge, 225 5th Street - Class LC Liquor License with Carryout Wine, Sunday Sales, and Catering Privileges - New
7. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Six-Month Class LC Liquor License with Sunday Sales and Outdoor Service - New
8. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 1700 Valley West Drive (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
9. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - May 8-9, 2019
10. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westown Parkway - Class LC Liquor License with Sunday Sales - Renewal
11. Kelly Midwest Ventures LP d/b/a Staybridge Suites, 6905 Lake Drive - Class LB Liquor License with Sunday Sales - Renewal
12. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
13. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal

**OUTSTANDING ISSUES** (if any): None

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

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

**STAFF REVIEWS**

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

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

**ITEM:** Motion - Approval of Acknowledgment / Settlement Agreement  
for a First Violation of Tobacco Laws

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** \$300.00 (positive impact to City)

**BACKGROUND:**

Pursuant to state law, a \$300.00 civil penalty is assessed against a tobacco permittee who sells tobacco products to a person less than 18 years of age at their respective places of business.





On or about February 1, 2019, an employee of Hy-Vee, Gas #4, was cited for selling tobacco products to persons under 18 years of age. (Exhibit "A"). On or about March 4, 2019, the City of West Des Moines Legal Department sent a notice of the violation to the permittee. Since that time, said permittee returned the signed Acknowledgment / Settlement Agreement with payment of the fine for its tobacco violation.

**RECOMMENDATION:**

It is recommended that the City Council approve the Acknowledgment / Settlement Agreement and accept payment of the fine regarding the above-referenced violation of tobacco laws.

**Lead Staff Member:** Richard Scieszinski, City Attorney 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**EXHIBIT "A"**

<b><u>Permittee</u></b>	<b><u>D/B/A</u></b>	<b><u>Date of Violation</u></b>	<b><u>#Violation</u></b>
Hy-Vee, Inc.	Hy-Vee Gas #4 665 South 51 <sup>st</sup> Street West Des Moines, IA	February 1, 2019	1 <sup>st</sup>



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

**ITEM:** Approval of Special Event Lane Closure  
Easter Services - Lutheran Church of Hope

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:**

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

Lutheran Church of Hope will hold its Easter services on Saturday, April 20 and Sunday, April 21. The proposed traffic plan for the event includes partial lane closures on Jordan Creek Parkway, as has been done for previous Easter and Christmas services. (See attached map)

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Motion - Approval of Request made by Lutheran Church of Hope

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

**STAFF REVIEWS**

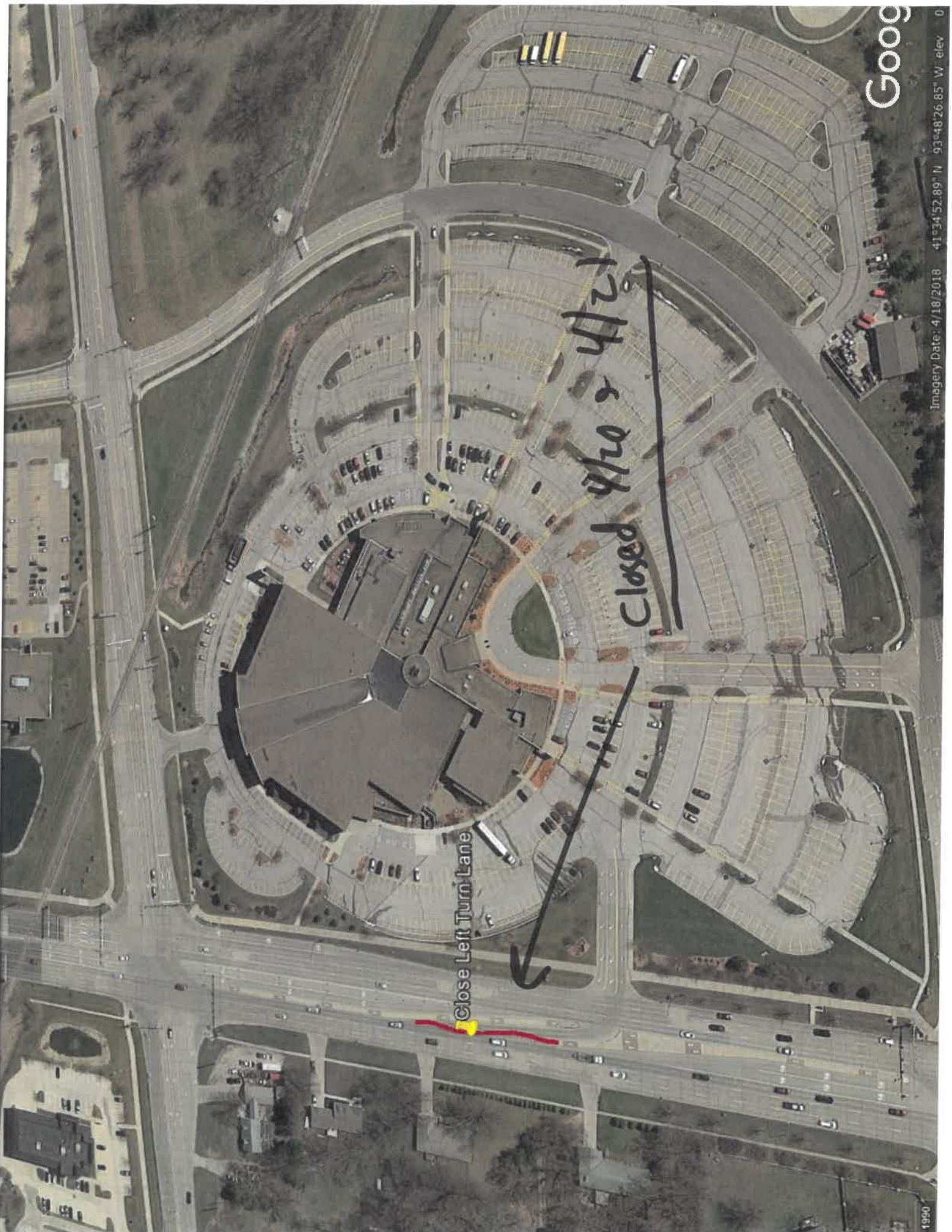
Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	



Close Left Turn Lane

9720 & 4121  
Closed

Google

Imagery Date: 4/18/2018 41°34'52.89" N 93°48'26.85" W elev 0

1990

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

**ITEM:** Approval of Special Event Lane Closures  
Historic Valley Junction Foundation 2019 Events

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on 5th Street in the Historic Valley Junction Business District shall require approval of the City Council.

Below is a list of the events planned by the Historic Valley Junction Foundation that include lane closures on 5th Street.

Thursdays, May 2nd through Sept. 26th	Farmers Market	5th Street (100, 200 and 300 blocks)
Saturday, May 4th	Cinco de Mayo Festival	5th Street (100 block)
Sunday, May 19th	Arts Festival	5th Street (100 and 200 blocks)
Sunday, June 9th	Summer Antique Jamboree	5th Street (100, 200 and 300 blocks)
Wednesday, July 3rd	All Iowa Bash	5th Street (200 and 300 blocks)
Sunday, September 8th	Fall Antique Jamboree	5th Street (100, 200 and 300 blocks)
Sunday, September 15th	Henry Gregor Felsen Car Show	5th Street (100, 200, 300 and 400 blocks)

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Motion - Approval of Special Event Lane Closures

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

**STAFF REVIEWS**

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

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	

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

**DATE: April 15, 2019**

**ITEM: Adopt the Polk County Multi-Jurisdictional Hazard Mitigation Plan Update**

**FINANCIAL IMPACT: NONE**

**BACKGROUND:** Polk County has a countywide FEMA approved Hazard Mitigation Plan. This plan was developed in accordance with the Disaster Mitigation Act of 2000 which requires all local governments and special districts to develop a plan to assess their risks to hazards and identify actions that can be taken in advance to reduce future losses. The law requires Hazard Mitigation Plans to be updated every five years in order for jurisdictions to maintain eligibility for certain FEMA Hazard Mitigation Assistance grants.

City staff from Public Services, Development Services, Engineering Services and the Fire Department, participated in a 2 phase process to develop the updated plan. The Des Moines Area Metropolitan Planning Organization (DMAMPO) assisted Polk County Emergency Management in the process by collecting the necessary data, finalizing the report, and holding a 30-day public comment period. The City of West Des Moines will have 25 action items in this plan (up from 7 in the previous version).

**OUTSTANDING ISSUES (if any): NONE**

**RECOMMENDATION:**

Adoption of the Polk County Multi-Jurisdictional Hazard Mitigation Plan Update

**Lead Staff Member:** Craig A. Leu, Fire Chief

**STAFF REVIEWS**

Department Director	Craig Leu, Fire Chief <i>CL</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>AL</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Safety Sub-Committee		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION ADOPTING THE POLK COUNTY MULTI-JURISDICTIONAL  
LOCAL HAZARD MITIGATION PLAN**

**WHEREAS**, the City of West Des Moines recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

**WHEREAS**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**WHEREAS**, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**WHEREAS**, the City of West Des Moines fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

**WHEREAS**, the Iowa Homeland Security and Emergency Management Division and the Federal Emergency Management Agency Region VII officials have reviewed the “Polk County Multi-Jurisdictional Local Hazard Mitigation Plan,” and approved it contingent upon this official adoption of the participating governing body; and

**WHEREAS**, the City of West Des Moines desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Polk County Multi-Jurisdictional Local Hazard Mitigation Plan; and

**WHEREAS**, adoption by the governing body for the City of West Des Moines demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan; and

**WHEREAS**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of West Des Moines adopts the “Polk County Multi-Jurisdictional Local Hazard Mitigation Plan” as an official plan; and

**BE IT FURTHER RESOLVED**, the City of West Des Moines will submit this Adoption Resolution to the Iowa Homeland Security and Emergency Management Division and Federal Emergency Management Agency Region VII officials to enable the plan’s final approval.

**PASSED AND APPROVED** this 15th day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



# Polk County, Iowa

## Multi-Jurisdictional Hazard Mitigation Plan



## ***EMERGENCY OPERATIONS CENTER***

**PROUDLY SERVING THE COMMUNITIES OF:**  
ALLEMAN – ALTOONA – ANKENY – BONHURST – CLIVE – DES MOINES – RICHARD  
GRIMS – JOHNSTON – MITCHELLEVILLE – PLEASANT HILL – POLK CITY – POLK COUNTY  
EURNELLE – UMBANDALE – WEST DES MOINES – WINDSOR HEIGHTS

Effective July 2019

Developed by Polk County with professional assistance from Des Moines Area Metropolitan  
Planning Organization

## EXECUTIVE SUMMARY

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The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Polk County and participating jurisdictions developed this multi-jurisdictional local hazard mitigation plan update to reduce future losses to the County and its communities resulting from hazard events. The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 and to achieve eligibility for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Programs.

The Polk County Multi-Jurisdictional Hazard Mitigation Plan is a multi-jurisdictional plan that covers the following 28 jurisdictions that participated in the planning process:

- Unincorporated Polk County
- City of Alleman
- City of Altoona
- City of Ankeny
- City of Bondurant
- City of Clive
- City of Des Moines
- City of Elkhart
- City of Grimes
- City of Johnston
- City of Mitchellville
- City of Pleasant Hill
- City of Polk City
- City of Runnells
- City of Urbandale
- City of West Des Moines
- City of Windsor Heights
- Delaware Township
- Des Moines Water Works
- Ankeny School District 261
- Bondurant-Farrar School District 720
- Dallas Center-Grimes School District 1576
- Des Moines Independent School District 1737
- Johnston School District 3231
- North Polk School District 4779
- Southeast Polk School District 6101
- Urbandale School District 6579
- West Des Moines School District 6957

The Saydel School District was invited to participate in the planning process, but did not meet all of the established requirements for official participation. When the five-year required update is completed for this plan, this school district will be invited again to participate.

There are several cities within Polk County that have portions of their city limits in adjacent counties. These cities are treated in one of two ways for purposes of participation in this plan:

1) Official Plan Participants: The following cities are bi-county/multiple-county cities that are either a part of the Des Moines Metro Area that have portions of their city limits in other counties, or cities that have the majority of their corporate limits in Polk County. These cities will be invited as official plan participants in the Polk County plan. The Risk Assessment will include incorporation of analysis of building exposure/critical facilities of the entire city limits for these jurisdictions:

- Clive-parts in Dallas County,
- Urbandale-parts in Dallas County,
- West Des Moines-parts in Dallas County, Madison County, & Warren County,
- Grimes-parts in Dallas County,
- Des Moines-parts in Warren County, and
- Mitchellville-parts in Jasper County.

2) Stakeholder Participants: To provide a comprehensive analysis, the Risk Assessment includes incorporated areas of several cities that have a portion of their city limits in Polk County, but are considered official cities of adjacent counties. The Risk Assessment will include analysis of building exposure/critical facilities ONLY for those portions of the incorporated areas that are within the Polk County boundary. Although these cities are not official participants of the Polk County Multi-jurisdictional Hazard Mitigation Plan, they are stakeholders in the planning process and as such, were invited to planning meetings and to comment on plan drafts.

- Carlisle-parts in Warren County,
- Granger-parts in Dallas County,
- Norwalk-parts in Warren County, and
- Sheldahl-parts in Story County & Boone County.

Polk County and the incorporated areas that participated in this plan update developed a Multi-jurisdictional Hazard Mitigation Plan that was approved by FEMA on July 16, 2014 (hereafter referred to as the *2014 Polk County Hazard Mitigation Plan*). Therefore, this current planning effort serves to update the previous plan.

The plan update process followed a methodology prescribed by FEMA, which began with the formation of a Hazard Mitigation Planning Committee (HMPC) comprised of representatives from Polk County and participating jurisdictions. The HMPC updated the risk assessment that identified and profiled hazards that pose a risk to the Polk County planning area, assessed the vulnerability to these hazards, and examined the capabilities in place to mitigate them. The planning area is vulnerable to several hazards that are identified, profiled, and analyzed in this plan. Riverine and flash flooding, winter storms, tornadoes and windstorms are among the hazards that can have a significant impact.



Based upon the risk assessment, the HMPC updated goals for reducing risk from hazards. The goals are listed below:

1. Protect the public health, safety, and welfare by increasing public awareness of hazards and by encouraging collective and individual responsibility for mitigating hazard risks.
2. Improve capabilities, coordination, and opportunities at municipal and county levels to plan and implement hazard mitigation projects, programs, and activities, including incorporation of lessons learned from previous events and exercises *to prevent or lessen impacts from future hazards.*
3. Improve data collection, use, and sharing to *improve data-driven decision making and future outcomes.*
4. Protect the most vulnerable populations, buildings, and critical facilities through the implementation of cost-effective and technically feasible mitigation actions.

To meet the identified goals, the recommended mitigation action details are in Chapter 4. The HMPC developed an implementation plan for each action, which identifies priority level, background information, ideas for implementation, responsible agency, timeline, cost estimate, potential funding sources, and more.



# 1 INTRODUCTION AND PLANNING PROCESS

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<b>1 Introduction and Planning Process .....</b>	<b>1</b>
1.1 Purpose.....	1
1.2 Background and Scope .....	1
1.3 Plan Organization.....	4
1.4 Planning Process.....	4
1.4.1 Multi-Jurisdictional Participation .....	5
1.4.2 The Planning Steps.....	7

## 1.1 Purpose

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Polk County and the participating cities, public school districts, and Des Moines Water Works prepared this Multi-jurisdictional Hazard Mitigation Plan update to guide hazard mitigation planning to better protect the people and property of the planning area from the effects of hazard events.

This plan demonstrates the jurisdiction’s commitments to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources. This plan was also developed to make Polk County and the participating jurisdictions eligible for certain federal grant programs; specifically, the Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Assistance (HMA) grants such as the Hazard Mitigation Grant Program, Pre- Disaster Mitigation Program, and Flood Mitigation Assistance Program.

## 1.2 Background and Scope

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Each year in the United States, disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many disasters are predictable, and much of the damage caused by these events can be alleviated or even eliminated.

Hazard mitigation is defined by FEMA as “any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event.” The results of a three-year, congressionally

mandated independent study to assess future savings from mitigation activities provides evidence that mitigation activities are highly cost-effective. On average, each dollar spent on mitigation saves society an average of \$4 in avoided future losses in addition to saving lives and preventing injuries (National Institute of Building Science Multi-Hazard Mitigation Council 2005).

Hazard mitigation planning is the process through which hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set, and appropriate strategies to lessen impacts are determined, prioritized, and implemented. Polk County and the incorporated areas that participated in this plan update developed a Multi- jurisdictional Hazard Mitigation Plan that was approved by FEMA on July 16, 2014 (hereafter referred to as the *2014 Polk County Hazard Mitigation Plan*). Therefore, this current planning effort serves to update the previous plan.

This plan documents the hazard mitigation planning process undertaken by the Polk County Hazard Mitigation Planning Committee (HMPC). It identifies relevant hazards and vulnerabilities in the planning area and sets forth an updated mitigation strategy to decrease vulnerability and increase resiliency and sustainability in Polk County.

The Polk County Multi-jurisdictional Hazard Mitigation Plan is a multi-jurisdictional plan that geographically covers the participating jurisdictions within Polk County's boundaries (hereinafter referred to as the planning area). The following jurisdictions officially participated in the planning process:

- Unincorporated Polk County
- City of Alleman
- City of Altoona
- City of Ankeny
- City of Bondurant
- City of Clive
- City of Des Moines
- City of Elkhart
- City of Grimes
- City of Johnston
- City of Mitchellville
- City of Pleasant Hill
- City of Polk City
- City of Runnells
- City of Urbandale
- City of West Des Moines
- City of Windsor Heights
- Delaware Township
- Des Moines Water Works
- Ankeny School District 261
- Bondurant-Farrar School District 720

- Dallas Center-Grimes School District 1576
- Des Moines Independent School District 1737
- Johnston School District 3231
- North Polk School District 4779
- Southeast Polk School District 6101
- Urbandale School District 6579
- West Des Moines School District 6957

There are several cities within Polk County that have portions of their city limits in adjacent counties. These cities are treated in one of two ways for purposes of participation in this plan:

1) Official Plan Participants: The following cities are bi-county/multiple-county cities that are either a part of the Des Moines Metro Area that have portions of their city limits in other counties, or cities that have the majority of their corporate limits in Polk County. These cities will be invited as official plan participants in the Polk County plan. The Risk Assessment will include incorporation of analysis of building exposure/critical facilities of the entire city limits for these jurisdictions:

- Clive-parts in Dallas County,
- Urbandale-parts in Dallas County,
- West Des Moines-parts in Dallas County, Madison County, & Warren County,
- Grimes-parts in Dallas County,
- Des Moines-parts in Warren County, and
- Mitchellville-parts in Jasper County.

2) Stakeholder Participants: To provide a comprehensive analysis, the Risk Assessment includes incorporated areas of several cities that have a portion of their city limits in Polk County, but are considered official cities of adjacent counties. The Risk Assessment will include analysis of building exposure/critical facilities ONLY for those portions of the incorporated areas that are within the Polk County boundary. Although these cities are not official participants of the Polk County Multi-jurisdictional Hazard Mitigation Plan, they are stakeholders in the planning process and as such, were invited to planning meetings and to comment on plan drafts.

- Carlisle-parts in Warren County,
- Granger-parts in Dallas County,
- Norwalk-parts in Warren County, and
- Sheldahl-parts in Story County & Boone County.

This plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the *Federal Register* on February 26, 2002, (44 CFR §201.6) and finalized on October 31, 2007. (Hereafter, these requirements and regulations will be referred to collectively as the Disaster Mitigation Act.) While the act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for a local jurisdiction to be eligible for certain federal disaster assistance and

hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288).

Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions. The Polk County planning area has been affected by hazards in the past and the participating jurisdictions are therefore committed to reducing future impacts from hazard events and becoming eligible for mitigation-related federal funding.

## 1.3 Plan Organization

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This Polk County Multi-jurisdictional Hazard Mitigation Plan update is organized as follows:

- Executive Summary, Special Thanks and Acknowledgements, Table of Contents, Prerequisites
- Chapter 1: Introduction and Planning Process
- Chapter 2: Planning Area Profile and Capabilities
- Chapter 3: Risk Assessment
- Chapter 4: Mitigation Strategy
- Chapter 5: Plan Implementation and Maintenance
- Appendices

This is the same general format that was used for the 2014 Multi-jurisdictional Polk County Hazard Mitigation Plan.

## 1.4 Planning Process

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**44 CFR Requirement 201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.**

In March 2018, Polk County contracted with Des Moines Area Metropolitan Planning Organization to facilitate the update of the multi-jurisdictional, local hazard mitigation plan. The MPO's role was to:

- Assist in establishing the Hazard Mitigation Planning Committee (HMPC) as defined by the Disaster Mitigation Act (DMA),
- Ensure the updated plan meets the DMA requirements as established by federal regulations and following FEMA's planning guidance,
- Facilitate the entire planning process,
- Identify the data requirements that HMPC participants could provide and conduct the research and documentation necessary to augment that data,
- Assist in facilitating the public input process,
- Produce the draft and final plan update documents, and

- Coordinate the Iowa Homeland Security and Emergency Management Division and FEMA plan reviews.

## 1.4.1 Multi-Jurisdictional Participation

**44 CFR Requirement §201.6(a)(3): Multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.**

The MPO invited the incorporated cities, public school districts, Des Moines Water Works, and various other stakeholders in mitigation planning (identified in Appendix B) to participate in the Polk County Multi-jurisdictional Hazard Mitigation Plan update process. The jurisdictions that elected to participate in this plan are listed above in section 1.2. The DMA requires that each jurisdiction who participates in the planning process must officially adopt the multi-jurisdictional hazard mitigation plan. Each jurisdiction that chose to participate in the planning process and development of the plan was required to meet plan participation requirements defined at the first planning meeting, which includes the following:

- Designate a representative to serve on the HMPC;
- Participate in at least one of six HMPC meetings by either direct representation or authorized representation;
- Provide information to support the plan development by completing and returning the MPO data requests and validating/correcting critical facility inventories;
- Update existing mitigation actions and identify additional mitigation actions for the plan (at least one);
- Review and comment on plan drafts;
- Inform the public, local officials, and other interested parties about the planning process and provide an opportunity for them to comment on the plan; and
- Formally adopt the mitigation plan.

All of the jurisdictions listed as official participants in this plan met all of these participation requirements, with the exception of the City of Runnells. Due to a small staff, MPO planning staff and Runnells city staff made special arrangements to work outside the public meetings to understand the process and complete their portions of the planning process. **Table 1.1** shows the representation of each participating jurisdiction at the planning meetings. Sign-in sheets are included in Appendix B: Planning Process Documentation.

**Table 1.1. Jurisdictional Participation in Planning Process**

Jurisdiction	Kick-off Meeting	Meeting 2	Meeting 3	Meeting 4	Meeting 5	Project Workshop (Optional)	Meeting 6
Polk County	X	X	X	X	X	X	X
City of Alleman		X					
City of Altoona	X	X	X	X			X
City of Ankeny			X	X	X		X
City of Bondurant			X	X	X		X
City of Clive	X	X	X	X	X		X
City of Des Moines	X	X	X	X	X	X	X
City of Elkhart	X		X	X			
City of Grimes	X		X			X	X
City of Johnston	X		X		X	X	X
City of Mitchellville		X		X			
City of Pleasant Hill	X	X					
City of Polk City	X	X			X		
City of Runnells							
City of Urbandale	X	X	X	X	X		X
City of West Des Moines		X	X	X	X		X
City of Windsor Heights	X	X	X	X	X		X
Delaware Township							X
Des Moines Water Works	X	X	X	X	X	X	X
Ankeny Schools							X
Bondurant-Farrar School District		X		X	X	X	
Dallas Center-Grimes Schools		X					
Des Moines Independent Schools	X	X	X		X		X
Johnston School District	X	X	X	X	X		X
North Polk Schools	X		X	X	X		X
Southeast Polk Schools	X		X	X	X		
Urbandale Schools	X	X	X		X	X	
West Des Moines Schools	X		X		X		

## 1.4.2 The Planning Steps

MPO established the framework and process for this planning effort using FEMA’s *Local Mitigation Planning Handbook* (March 2013). The plan update was completed utilizing the 9-task approach within a broader four-phase process:

- 1) Organize resources,
- 2) Assess risks,
- 3) Develop the mitigation plan, and
- 4) Implement the plan and monitor progress.

Into this process, the MPO integrated a detailed 10-step planning process adapted from FEMA’s Community Rating System (CRS) and Flood Mitigation Assistance programs. Thus, the process used for this plan meets the funding eligibility requirements of the Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, Community Rating System, and Flood Mitigation Assistance Program. **Table 1.2** shows how the process followed fits into FEMA’s original four- phase DMA process as well as the revised Nine Task Process outlined in the 2013 *Local Mitigation Planning Handbook* and the 10-step CRS process.

**Table 1.2. Mitigation Planning Process Used to Develop the Polk County Multijurisdictional Local Hazard Mitigation Plan**

Phase	Community Rating System (CRS) Planning Steps (Activity 510)	Local Mitigation Planning Handbook Tasks (44 CFR Part 201)
Phase I	Step 1. Organize	Task 1: Determine the Planning Area and Resources Task 2: Build the Planning Team 44 CFR 201.6(c)(1)
	Step 2. Involve the public	Task 3: Create an Outreach Strategy y 44 CFR 201.6(b)(1)
	Step 3. Coordinate	Task 4: Review Community Capabilities 44 CFR 201.6(b)(2) & (3)
Phase II	Step 4. Assess the hazard	Task 5: Conduct a Risk Assessment 44 CFR 201.6(c)(2)(i) 44 CFR 201.6(c)(2)(ii) & (iii)
	Step 5. Assess the problem	
Phase III	Step 6. Set goals	Task 6: Develop a Mitigation Strategy 44 CFR 201.6(c)(3)(i); 44 CFR 201.6(c)(3)(ii); and 44 CFR 201.6(c)(3)(iii)
	Step 7. Review possible activities	
	Step 8. Draft an action plan	
Phase IV	Step 9. Adopt the plan	Task 8: Review and Adopt the Plan
	Step 10. Implement, evaluate, revise	Task 7: Keep the Plan Current
		Task 9: Create a Safe and Resilient Community 44 CFR 201.6(c)(4)



## Phase I Organize Resources

### *Step 1: Organize the Planning Team (Handbook Tasks 1 & 2)*

A HMPC was created that includes representatives from each participating jurisdiction, departments of the County, and other local, state, and federal organizations responsible for making decisions in the plan and agreeing upon the final contents. To ensure all key mitigation planning areas (prevention, property protection, natural resource protection, emergency services, structural flood control, and public information) the planning staff encouraged participation from a wide variety of expertise backgrounds including, but not limited to, building officials, public works, planners, fire and emergency service officers, public information officers, councilmembers, and administrative staff. In addition to the participating jurisdictions, the agencies and organizations invited to participate in the planning meetings included the following:

- American Red Cross
- FEMA RiskMap Regional Program Manager
- STARR, FEMA RiskMap Contractor
- Iowa Homeland Security and Emergency Management Division
- Iowa Department of Public Safety
- Iowa Department of Transportation
- Iowa Department of Natural Resources
- Iowa Homeland Security and Emergency Management
- Iowa National Guard
- EMC Insurance
- MidAmerican Energy
- Adjacent County Emergency Managers
- Watershed Management Authorities/Soil and Water Conservation District
- Major Regional Medical Centers

A formal Kick-off meeting was held on May 21, 2018 followed by five additional planning meetings held on June 18, 2018, July 16, 2018, and August 27, 2018, December 3, 2018, and February 25, 2019. In addition a mitigation project workshop was held as an optional meeting on January 14, 2019 for jurisdictions to work on developing projects, locating funding sources, and discussing jurisdictional mitigation priorities. All meetings were open to the public and meeting times and dates were published on the MPO website, as well as, distributed through Polk County's DisasterLAN listserv. Public notices for meetings were also published in the Des Moines Register. A complete list of all representatives of the agencies and organizations that participated on the Polk County HMPC is provided in Appendix B.

The HMPC communicated during the planning process with a combination of face-to-face meetings, phone interviews, and email correspondence. The meeting schedule and topics are listed in **Table 1.3**. The meeting minutes for each of the meetings are included in Appendix B.

**Table 1.3. Schedule of HMPC Meetings**

Meeting	Topic	Date
Kick-off Meeting	Introduction to DMA, the planning process, hazard identification and public input strategy. Distribution of data collection guide to jurisdictions. Preliminary hazard ranking results. Discussion of most pressing hazards within each jurisdiction and regional agencies in attendance.	May 21, 2018
Planning Meeting #2	Review of mitigation planning process, introduction into hazards and risks, discussion of considerations for hazard and risk scoring, and jurisdictional risk assessment activity.	June 18, 2018
Planning Meeting #3	Review of risk assessment outcomes. Discussion regarding June 2018 flash flood disaster across Polk County and ripple effect of disasters, and mapping activity of major risks that arose in jurisdictions during this event, and previous disasters.	July 16, 2018
Planning Meeting #4	Review of draft Chapters 2 and 3. Distribution of critical facility inventories for jurisdictions to validate/correct. Discussion of obstacles to mitigation project implementations.	August 27, 2018
Planning Meeting #5	Review of Phase I work, introduction to Phase II of the HMP update process, distribution of 2014 HMP projects by jurisdiction, and determine and finalize 2019 plan goals.	December 3, 2018
Mitigation Project Workshop	Mitigation action update and development workshop with jurisdictions during optional workshop with MPO staff.	January 14, 2019
Planning Meeting #6	Review of draft plan and discussion of plan maintenance and next steps for plan adoption and approvals.	February 25, 2019

During the kickoff meeting, MPO presented information on the scope and purpose of the plan, participation requirements of HMPC members, and the proposed project work plan and schedule (see **Figure 1.1** for photo of HMPC meeting). MPO staff also introduced hazard identification requirements and data needs. The HMPC discussed potential hazards as well as past events and impacts and refined the identified hazards to be relevant to Polk County. Participants were given their first data request to facilitate the collection of information needed to support the plan, such as current capabilities and future development patterns. Each participating jurisdiction completed and returned the worksheets for this data request to MPO staff. The MPO integrated this information into the plan, supporting the development of Chapter 2.

Figure 1.1. Hazard Mitigation Planning Committee Meeting



***Step 2: Plan for Public Involvement (Handbook Task 3)***

**44 CFR Requirement 201.6(b): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.**

In 2013, a survey was developed specific to the Polk County Mitigation Plan that provided a brief plan summary as well as a questionnaire to capture public and stakeholder input. In this update those responses were deemed fitting and still relevant due to their close alignment with the 2019 HMPC's determinations of hazard rankings. Therefore, the public participation process for this plan would instead include the incorporation of public input during HMPC meetings, through discussion in regional organizational meetings held by the MPO and other public agencies, and finally, during the 30-day public comment period in 2019. The 2013 survey is provided in Appendix B.

In addition to providing information regarding availability of the survey on their website, the MPO posted all meeting agendas, meeting minutes, Data Collection Forms, and other meeting handouts on its website during the plan update process. Provision of these materials ensured that the general public was informed regarding all steps of the planning process, as well as being given the opportunity to provide input.

The public was given an opportunity to provide input on a draft of the complete plan prior to its submittal to the State and FEMA. The entire plan draft was made available on the County's and the MPO's website as a PDF document. In addition, two hard copies were made available; one at the Emergency Management Office and the other at the MPO office.

Polk County and the MPO announced the availability of the entire final draft plan and the 30-day final public comment period on their websites. A copy of the announcement is provided in Appendix B. The final public comment period was from February 25 – March 25, 2019.

The HMPC invited other targeted stakeholders to comment on the draft plan via an e-mail letter, which is described in greater detail in Step 3: Coordinate with Other Departments and Agencies. Minor comments were received and incorporated.

***Step 3: Coordinate with Other Departments and Agencies and Incorporate Existing Information (Handbook Task 3)***

**44 CFR Requirement 201.6(b): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process. (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.**

There are numerous organizations whose goals and interests interface with hazard mitigation in Polk County. Coordination with these organizations and other community planning efforts is vital to the success of this plan. The MPO invited neighboring counties, other local, state, and federal departments and agencies to the planning meetings to learn about the hazard mitigation planning initiative. In addition, the HMPC developed a list of additional stakeholders involved in hazard mitigation activities, to invite by e-mail letter to review and comment on the draft of the Polk County Multi-jurisdictional Hazard Mitigation Plan prior to submittal to the State and FEMA.

Those agencies were invited to meetings and/or comment on the plan draft included emergency management officials of adjacent counties, members of academic organizations, the municipal Chambers of Commerce in Polk County, various state agencies, as well as various federal agencies. Appendix B includes a complete list of those organizations invited to participate in the planning meetings as well as a copy of the e-mail letter that was sent providing a link to the draft plan during the final public comment period. The agencies and organizations other than the participating jurisdictions that attended in the planning meetings included the following:

- American Red Cross
- Iowa Homeland Security and Emergency Management
- Iowa Department of Public Health
- Iowa Department of Public Safety
- Iowa Department of Transportation
- EMC Insurance
- Adjacent County Emergency Managers
- Polk Soil and Water Conservation District
- Catholic Diocese
- Mercy Medical Center

- Unity Point Health
- Des Moines University
- Des Moines Area Regional Transit Authority
- National Weather Service/National Oceanic and Atmospheric Administration
- West Des Moines Water Works

### **Integration of Other Data, Reports, Studies, and Plans**

In addition, input was solicited from many other agencies and organizations that provided information but were not able to attend planning meetings. As part of the coordination with other agencies, the HMPC collected and reviewed existing technical data, reports, and plans. These included, but not limited to:

- Iowa Hazard Mitigation Plan (September 2013);
- Polk County Hazard Mitigation Plan (July 2014);
- Polk County Health Department Hazard Vulnerability Assessment (August 2012);
- National Flood Insurance Program's Community Information System Reports;
- Preliminary Digital Flood Insurance Rate Maps for all of Polk County and corresponding Draft Flood Insurance Study;
- Iowa Department of Natural Resources, Dam Safety Program Inventory of Dams for Polk County;
- Available Dam Safety Inspection Reports from the Iowa Department of Natural Resources Dam Safety Program for High Hazard Dams;
- Saylorville Lake Dam Failure Inundation Data from the U.S. Army Corps of Engineers;
- Wildland and Grass Fire Reports from the Iowa Department of Natural Resources, Wildland Fire Program;
- National Fire Incident Reporting System Fire Incident Data;
- Wildland/Urban Interface and Intermix areas from the SILVIS Lab, Department of Forest Ecology and Management, University of Wisconsin;
- Various local plans such as Comprehensive Plans, Economic Development Plans, Emergency Operations Plans, Capital Improvement Plans, etc. For a complete list of local plans that were reviewed and incorporated, see Chapter 2;
- US Department of Agriculture's (USDA) Risk Management Agency Crop Insurance Statistics;
- Goods Movement in the Des Moines Metropolitan Area, 2002; and
- Iowa Flood Center Revised Flood Risk Areas for Approximate Study Areas.

This information was used in the development of the hazard identification, vulnerability assessment, and capability assessment and in the formation of goals, objectives, and mitigation actions. These sources, as well as additional sources of information are documented throughout the plan and in Appendix A, References.

## Phase 2 Assess Risk (Handbook Task 5)

### ***Step 4: Assess the Hazard: Identify and Profile Hazards***

The MPO assisted the HMPC in a process to identify the hazards that have impacted or could impact communities in Polk County. At Meeting #2, the HMPC examined the history of disaster declarations in Polk County, the list of hazards considered in the 2013 Iowa State Hazard Mitigation Plan, and the hazards identified in the previous hazard mitigation plan. The committee then worked through this list of all potential hazards that could affect the planning area. They discussed past hazard events, types of damage, and where additional information might be found. The committee identified 20 natural and human-caused hazards that have the potential to impact the planning area. Additional information on the hazard identification process and which hazards were identified for each jurisdiction is provided in Chapter 3.

During the kick-off meeting, the HMPC refined the list of hazards to make the analysis relevant to Polk County, discussed past events and impacts and came to consensus on the preliminary probability, magnitude, warning time, and duration levels on a county-wide basis to contribute to the hazard ranking methodology utilized by the State. In addition, each jurisdiction completed a jurisdictional risk assessment matrix.

Utilizing the information from the data requests as well as existing plans, studies, reports, and technical information as well as information available through internet research and GIS analysis, a profile was developed for each hazard identified. More information on the methodology and resources used to identify and profile the hazards can be found in Chapter 3.

### ***Step 5: Assess the Problem: Identify Assets and Estimate Losses***

Assets for each jurisdiction were identified through a combination of several resources. The City of Des Moines Information Technology Department provided access to public datasets with parcel and building data compiled through the Des Moines Area Regional GIS Partnership.

Population data was obtained from the U.S. Census Bureau. The inventory of critical and essential facilities for analysis in the risk assessment was derived in part from a 2011 FEMA-funded HAZUS project undertaken by the City of Des Moines Information Technology Department to enhance the Des Moines Area Regional GIS to support hazard identification and risk assessment. At Meeting #4, the compiled inventories were provided to each jurisdiction for the facilities that fall within their jurisdictional boundaries for correction and validation. Once the critical/essential facility lists were validated, those without latitude/longitude points were geo-located to create a consolidated GIS layer of these facilities to be used in additional risk analysis. Methodologies and results of the analyses are provided in Chapter 3 and Appendix E.

Additional assets such as historic, cultural, and economic assets as well as specific vulnerable populations and structures were obtained from a variety of sources as described in Chapter 3.

The HMPC also analyzed development trends from data available from the U.S. Census Bureau as well as information obtained from each jurisdiction such as Comprehensive Plans and Future Development Plans. For each hazard, there is a discussion regarding future development and how it may impact vulnerability to that specific hazard.

After profiling the hazards that could affect Polk County and identifying assets, the HMPC collected information to describe the likely impacts of future hazard events on the participating jurisdictions.

Existing mitigation capabilities were also considered in developing loss estimates. This assessment consisted of identifying the existing mitigation capabilities of participating jurisdictions. This involved collecting information about existing government programs, policies, regulations, ordinances, and plans that mitigate or could be used to mitigate risk from hazards. Participating jurisdictions collected information on their regulatory, personnel, fiscal, and technical capabilities, as well as previous and ongoing mitigation initiatives. This information is included in Chapter 2 Planning Area Profile and capabilities.

Specific capabilities such as participation in the National Flood Insurance Program as well as designation as Fire Wise Communities or Storm Ready Communities and placement of storm sirens are incorporated in the vulnerability analysis discussions, where applicable.

Taking into consideration the vulnerability and capability assessments, and where sufficient information was available, a variety of methods was used to estimate losses for each profiled hazard. For geographic hazards such as river flooding, dam failure of the federal dams in the planning area, and levee failure specific assets at risk and loss estimates were determined through GIS analysis. For the earthquake hazard, FEMA's loss estimation computer software, HAZUS-MH was utilized to estimate losses in the planning area. For other hazards such as weather-related hazards and hazardous materials, loss estimates were developed based on statistical analysis of historic events. For hazards such as dam failure of state-regulated dams, GIS data was not available to identify specific geographic boundaries at risk. Therefore, the risk assessment provides descriptions of the types of improvements located in approximated risk areas as well as aerial photographs depicting development downstream of high hazard dams.

For some human-caused hazards and the tornado hazard, loss estimates were scenario-based. The methodologies for each loss estimate are described in detail in Chapter 3. Within each hazard section, the text provides details on how the hazard varies by jurisdiction, where applicable. In addition, at the conclusion of each hazard section, a summary table indicates the specific probability, magnitude, warning time, and duration rating of the hazard for each jurisdiction is provided to show how the hazard varies. Where applicable, introductory text preceding the table highlights noted variables. Results of the preliminary risk assessment were presented at Meeting #3 to the HMPC.

### **Inclusion of Public Health and Community Service Impacts**

As part of this plan update, MPO staff convened county and state public health officials and emergency management coordinators from local hospitals to determine the impact of severity of hazards using an adaptation of the UCLA Hazard Risk Assessment Instrument, the Health Hazard Assessment and Prioritization Tool (hHAP). These scores are categorized as Health Severity, Community Impact, Public Health System Impact, and Healthcare System Impact using the same 0-4 scoring method. This method is fully described in Chapter 3.

## Hazard Ranking Summary and EMAP Consequence Analysis

The conclusion of the Risk Assessment Chapter (Chapter 3) provides a tabular summary of the hazard ranking for each jurisdiction as well as a consequence analysis summary for each hazard based on Emergency Management Accreditation Program (EMAP) risk assessment standards.

### Phase 3 Develop the Mitigation Plan (Handbook Task 6)

#### **Step 6: Set Goals**

The MPO facilitated a discussion session with the HMPC during Meetings #5 to review and update goals. Common categories of mitigation goals were presented as well as the 2013 State Hazard Mitigation Plan goals.

This planning effort is an update to an existing hazard mitigation plan. As a result, the goals from the *2014 Polk County Hazard Mitigation Plan* were reviewed. The planning committee decided the 2014 goals are still valid, with a few clarifications. Goal 2 was revised to incorporate language about utilizing lessons learned to lessen the impact of future hazards. Goal 3 was revised to point the use of data collected throughout the county, and region, to utilize this information for “data-driven decision making and future outcomes.” The goals for the plan update are provided below. The new text for goals 2 and 3 is in italics:

1. Protect the public health, safety, and welfare by increasing public awareness of hazards and by encouraging collective and individual responsibility for mitigating hazard risks.
2. Improve capabilities, coordination, and opportunities at municipal and county levelsto plan and implement hazard mitigation projects, programs, and activities, including incorporation of lessons learned from previous events and exercises *to prevent or lessen impacts from future hazards.*
3. Improve data collection, use, and sharing to *improve data-driven decision making and future outcomes.*
4. Protect the most vulnerable populations, buildings, and critical facilities through the implementation of cost-effective and technically feasible mitigation actions.

#### **Step 7: Review Possible Activities**

The focus of Meeting #5 was to update the mitigation strategy by reviewing existing actions submitted in the previous mitigation plans as well as discuss relevant new actions considered necessary as a result of the updated risk assessment. The HMPC reviewed the Iowa Emergency Management and Homeland Security Division’s HMA funding priorities as well as the six types of mitigation projects generally recognized by FEMA.

At each meeting throughout the process the group discussed the types of mitigation actions/projects that could be done by the jurisdictions in Polk County. Consideration was given to the analysis results provided in the risk assessment and the anticipated success for each project type. Committee members discussed issues such as: availability of funds, prioritization of actions, and feasibility of implementation utilizing the STAPLEE methodology as a guide. Projects relating to emergency response were discussed, but participants were encouraged to focus on long-term mitigation solutions since response-related mitigation actions occur on a routine basis as requirements of other plans.



Complex projects that would necessitate use of large numbers of county resources were also discussed. This opportunity to discuss a broad range of mitigation alternatives allowed the jurisdictions to understand the overall priorities of the committee and to allow for discussion of the types of project most beneficial to each jurisdiction.

Since this plan is an update to the *2014 Polk County Hazard Mitigation Plan*, the update of the mitigation strategy included review and update of the status of all actions included in the previous hazard mitigation plan. Jurisdictions were encouraged to maintain a focused approach and continue forward only those actions that are aimed at implementing long-term solutions to prevent losses from hazards. To facilitate the update of previous actions, a spreadsheet was provided to each jurisdiction prior to Meeting #5 with the actions they submitted in the previous mitigation plan. The jurisdictions were also provided instructions for completing the status of each of the previous actions as well as the details to provide for continuing and newly developed actions. A modified form of the STAPLEE prioritization tool was provided to assist jurisdictions in developing their mitigation projects. MPO staff scored and prioritized the projects jurisdictions submitted. The score and priority (high, medium, low) are listed in the project matrix. Chapter 4 provides additional details regarding the process undertaken to refine the mitigation strategy to make Polk County and its jurisdictions more disaster resistant.

#### ***Step 8: Draft an Action Plan***

A complete draft of the plan was made available online and in hard copy for review and comment by the public at Polk County Emergency Management and MPO offices, as well as other agencies and interested stakeholders.

This review period was from February 25-March 25, 2018. Methods for inviting interested parties and the public to review and comment on the plan were discussed in Steps 2 and 3, and materials are provided in Appendix B. Comments were integrated into a final draft for submittal to the Iowa Homeland Security and Emergency Management Division and FEMA.

### **Phase 4 Implement the Plan and Monitor Progress**

#### ***Step 9: Adopt the Plan (Handbook Task 8)***

To secure buy-in and officially implement the plan, the governing bodies of each participating jurisdiction adopted the plan. Scanned copies of resolutions of adoption are included in Appendix D of this plan.

#### ***Step 10: Implement, Evaluate, and Revise the Plan (Handbook Tasks 7 & 9)***

The HMPC developed and agreed upon an overall strategy for plan implementation and for monitoring and maintaining the plan over time during Meeting #7. This strategy is described in Chapter 5, Plan Maintenance Process.



## 4 MITIGATION STRATEGY

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<b>4 Mitigation Strategy</b> .....	<b>4.1</b>
4.1 Goals and Objectives .....	4.1
4.2 Identification and Analysis of Mitigation Actions.....	4.3
4.3 Implementation of Mitigation Actions.....	4.5

**44 CFR Requirement §201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.**

This section presents the mitigation strategy updated by the Hazard Mitigation Planning Committee (HMPC) based on the risk assessment. The mitigation strategy was developed through a collaborative group process and consists of updated general goal statements to guide the jurisdictions in efforts to lessen disaster impacts as well as specific mitigation actions that can be put in place to directly reduce vulnerability to hazards and losses. The following definitions are based upon those found in FEMA publication 386-3, *Developing a Mitigation Plan* (April 2003):

- **Goals** are general guidelines that explain what you want to achieve. Goals are defined before considering how to accomplish them so that they are not dependent on the means of achievement. They are usually long-term, broad, policy-type statements.
- **Objectives** are overarching themes from the goals that provide direction for the development of mitigation actions.
- **Mitigation Actions** are specific actions that help achieve goals.

### 4.1 Goals and Objectives

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**44 CFR Requirement §201.6(c)(3)(i): [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.**

This planning effort is an update to an existing hazard mitigation plan. Therefore, the goals from the 2014 *Polk County Hazard Mitigation Plan* were reviewed to determine if they are still valid. MPO facilitated a discussion session with the HMPC during their second meeting to review and update the plan goals. To ensure that the goals are comprehensive and support State goals, the 2013 State Hazard Mitigation Plan goals were reviewed.

The planning committee decided to that the 2014 goals are still valid, with a few clarifications.

Goal 2 was revised to incorporate language about utilizing lessons learned to lessen the impact of future hazards. Goal 3 was revised to point the use of data collected throughout the county, and region, to utilize this information for “data-driven decision making and future outcomes.” The goals for the plan update are provided below. The new text for goals 2 and 3 is in italics:

1. Protect the public health, safety, and welfare by increasing public awareness of hazards and by encouraging collective and individual responsibility for mitigating hazard risks.
2. Improve capabilities, coordination, and opportunities at municipal and county levels to plan and implement hazard mitigation projects, programs, and activities, including incorporation of lessons learned from previous events and exercises *to prevent or lessen impacts from future hazards.*
3. Improve data collection, use, and sharing to *improve data-driven decision making and future outcomes.*
4. Protect the most vulnerable populations, buildings, and critical facilities through the implementation of cost-effective and technically feasible mitigation actions.

In addition to goals for this plan, Polk County has incorporated overarching objectives that help fully connect the plan goals to the mitigation actions. These objectives are:

1. Prevention
2. Property Protection
3. Natural Resource Protection
4. Emergency Services
5. Public Information

Through prevention the County seeks to ensure that tools such as land use planning, zoning, stormwater, building codes, subdivision ordinances, and natural resource/open space protection reduce the loss from future hazards, and when given the opportunity to update these tools each jurisdiction holistically revise current standards to alleviate the issues presented by hazards. Furthermore, jurisdictions should determine whether NFIP and other floodplain management programs are sufficient for full mitigation of flood risk, and look towards their regional watershed management plans to ensure that decision-making processes are taking previous planning efforts into account.

Property protection is an ongoing task within Des Moines and other Polk County communities. Recent flood events have shown great opportunity to acquire repetitive loss properties, areas that are in need of stormwater management retrofitting, and the promotion of flood insurance participation beyond those properties in special flood hazard areas.

Natural resource protection in an urbanized county like Polk is crucial. The built environment is infamous for reducing essential ecosystem services. Historically, wetlands across Central Iowa naturally provide protection from flooding, but due to development most have been drained and filled in to make way for growing cities. Protecting natural resources must be a critical piece of development in Polk County and jurisdictions should, again, look towards their watershed management plans and authorities to ensure that when they are making decisions regarding development natural resources are protected and ecosystem services are still functioning at an optimal level to ensure hazards are mitigated from the beginning.

Emergency services across the County respond to incidents related to hazards in this plan on a daily basis. In terms of mitigation however, alert systems, data sharing, partnerships with state and federal

organizations are all on the rise, and coordinated partnerships to ensure information is shared and utilized properly should continue to develop in order to protect from loss.

Finally, an informed public can have great effects on mitigation efforts. Understanding their risk throughout their day, being aware of what is coming, and understanding best practices for staying safe is crucial. In the digital age communities have a number of platforms to reach their constituents beyond bill inserts and physical newsletters. Therefore, it would behoove the county to increase a dialogue amongst jurisdictions to determine best practices on information sharing regarding mitigation, and to work together to continue to strengthen systems, such as Code Red, to ensure the public is wholly aware of hazards before, during, and after disaster events.

## 4.2 Identification and Analysis of Mitigation Actions

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**44 CFR Requirement §201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.**

During the second meeting of the HMPC, the results of the risk assessment update were provided to the HMPC members for review and the key issues were identified for specific hazards. Meeting #2 concluded with an introduction to mitigation actions to prompt discussions within and among the jurisdictions about any new mitigation actions as well as on-going actions from the existing plans. In addition, AMEC provided the HMPC with information on the Iowa Homeland Security and Emergency Management Division's funding priorities and the types of mitigation actions generally recognized by FEMA.

The focus of Meeting #3 was to update the mitigation strategy. For a comprehensive range of mitigation actions to consider, the HMPC reviewed the following information during Meeting #3:

- Existing Actions submitted in the previous mitigation plan,
- Key Issues from Risk Assessment (top 10 hazards),
- State Priorities for Hazard Mitigation Assistance Grants,
- Public Opinion from Surveys, and
- FEMA's 6 Categories of Mitigation Actions.

In development of each jurisdiction's final mitigation strategy for submission to the plan, the jurisdictions were encouraged to review the details of the risk assessment to address vulnerabilities specific to their jurisdiction. They were also provided a link to the publication, *FEMA Mitigation Action Ideas, 2013*. This document was developed by FEMA to provide a resource that communities can use to identify and evaluate a range of potential mitigation actions for reducing risk to natural hazards and disasters.

The mitigation strategy update included a thorough review and status update of the existing actions. **Table 4.1** provides a summary of the number of actions that each jurisdiction identified in the previous plan. Please note that the Des Moines Water Works and the public school districts were not included as officially participating jurisdictions in the previous plan. As a result, there are no previous actions for the school districts.

**Table 4.1. Summary of Number of Actions in Previous Plan**

Jurisdiction	# of Actions in 2014 HMP
Polk County	5
City of Alleman	3
City of Altoona	1
City of Ankeny	15
City of Bondurant	3
City of Clive	18
City of Des Moines	11
City of Elkhart	5
City of Grimes	6
City of Johnston	8
City of Mitchellville	6
City of Pleasant Hill	11
City of Polk City	10
City of Runnells	4
City of Urbandale	17
City of West Des Moines	7
City of Windsor Heights	8
Des Moines Water Works	4
Ankeny Schools	3
Bondurant-Farrar School District	1
Dallas Center-Grimes Schools	1
Des Moines Independent Schools	10
Johnston School District	2
North Polk Schools	1
Southeast Polk Schools	1
Urbandale Schools	2
West Des Moines Schools	4
<b>Total</b>	<b>167</b>

Source: 2014 Polk County Hazard Mitigation Plan

Prior to Meeting #3, the list of actions submitted in the previous plan was emailed to all members of the HMPC. Each jurisdiction was instructed to complete the column titled “2013 Action Status” with one of the following status choices:

- Completed,
- Not Started/Continue in Plan Update,

- In Progress/Continue in Plan Update, or
- Delete.

Of the 167 actions in the previous plan, 23 have been completed, 22 were deleted or combined with other actions, and 122 were continued in the plan update. Appendix C contains the actions that were either completed or deleted from the mitigation strategy along with any applicable comments. The continued actions are discussed in additional detail, along with the new actions in **Section 4.3**.

The jurisdictions were encouraged to be comprehensive and include all appropriate actions to work toward becoming more disaster resistant. However, they were encouraged to maintain a realistic approach and were reminded that the hazard mitigation plan is a “living document”. As capabilities, vulnerabilities, or the nature of hazards that threaten each jurisdiction change, the mitigation actions can and should be updated to reflect those changes, including addition or deletion of actions, as appropriate.

As part of the meeting discussion, jurisdictions were instructed to consider the potential cost of each project in relation to the anticipated future cost savings. This type of discussion allowed the committee as a whole to understand the broad priorities and discussion of the types of projects most beneficial to all jurisdictions within Polk County.

## 4.3 Implementation of Mitigation Actions

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**44 CFR Requirement §201.6(c)(3)(ii): The mitigation strategy shall include an action strategy describing how the actions identified in paragraph (c)(2)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefits review of the proposed projects and their associated costs.**

Jurisdictions were encouraged to meet with others in their community to finalize the actions to be submitted to the updated mitigation strategy. Throughout the discussion of the types of projects that the committee would include in the mitigation plan, emphasis was placed on the importance of a benefit-cost analysis in determining project priority. The Disaster Mitigation Act regulations state that benefit-cost review is the primary method by which mitigation projects should be prioritized. Recognizing the federal regulatory requirement to prioritize by benefit- cost, and the need for any publicly funded project to be cost-effective, the HMPC decided to pursue implementation according to when and where damage occurs, available funding, political will, jurisdictional priority, and priorities identified in the Iowa State Hazard Mitigation Plan. Due to many variables that must be examined during project development, the benefit/cost review at the planning stage, will primarily consist of a qualitative analysis. For each action, the jurisdictions included a narrative describing the types of benefits that could be realized with implementation of the action. Where possible, the cost was estimated as closely as possible with further refinement to occur as project development occurs. Cost-effectiveness will be considered in additional detail when seeking FEMA Hazard Mitigation Assistance grant funding for eligible projects identified in this plan. At that time, additional information will be researched to provide for a quantitative benefit-cost analysis.

STAPLEE is a tool used to assess the costs and benefits, and overall feasibility of mitigation actions. STAPLEE stands for the following:

- **Social:** Will the action be acceptable to the community? Could it have an unfair effect on a particular segment of the population?
- **Technical:** Is the action technically feasible? Are there secondary impacts? Does it offer a long-term solution?
- **Administrative:** Are there adequate staffing, funding, and maintenance capabilities to implement the project?
- **Political:** Will there be adequate political and public support for the project?
- **Legal:** Does your jurisdiction have the legal authority to implement the action?
- **Economic:** Is the action cost-beneficial? Is there funding available? Will the action contribute to the local economy?
- **Environmental:** Will there be negative environmental consequences from the action? Does it comply with environmental regulations? Is it consistent with community environmental goals?

To provide a mechanism for jurisdictions to prioritize actions a modified STAPLEE worksheet was completed by MPO staff for each new and continued action submitted for the updated mitigation strategy. **Figure 4.1** is a sample of the STAPLEE worksheet. All actions submitted to the plan are indicated with a high, medium, or low priority level based on the modified STAPLEE score.

Figure 4.1. Modified STAPLEE Worksheet

**POLK COUNTY  
MULTI-JURISDICTIONAL  
LOCAL HAZARD MITIGATION PLAN**

<b>Action Title:</b>	<b>Jurisdiction:</b>
<b>Action ID:</b>	

Note: Make sure the Action ID Matches the Action ID in the spreadsheet. Action ID format for new actions is Jurisdiction-# (Ex. Allaman-1, Allaman-2, etc..)

STAPLEE Criteria	Evaluation Rating Definitely YES = 3 Maybe YES = 2 Probably NO = 1 Definitely NO = 0	Score
S: Is it Socially acceptable?		
T: Is it Technically feasible and potentially successful?		
A: Does the jurisdiction have the administrative capacity to execute this action?		
P: Is it Politically acceptable?		
L: Is there Legal authority to implement?		
E: Is it Economically beneficial?		
E: Will the project have either a neutral or positive impact on the natural environment? (score a 3 if positive impact, 2 if neutral impact)		
Will historic structures be saved or protected?		
Could it be implemented quickly?		
<b>STAPLEE Score</b>		

Mitigation Effectiveness Criteria	Evaluation Rating	Score
Will the implemented action result in lives saved?	Assign from 5-10 points based on the likelihood that lives would be saved.	
Will the implemented action result in a reduction of disaster damages?	Assign from 5-10 points based on the relative reduction of disaster damages.	
<b>Mitigation Effectiveness Score</b>		

Total Score (STAPLEE Score + Mitigation Effectiveness Score): \_\_\_\_\_

Local Priority Level:  High (33+ points)  Medium (20-32 points)  Low (less than 20 points)

Completed by (name/title/phone #): \_\_\_\_\_



The mitigation action summary table presenting the summary of continuing and new mitigation actions for each jurisdiction is provided in **Table 4.2**. In addition to the 83 actions that were continued from the previous plan, 74 new actions were identified, for a combined total of 157 actions in this updated mitigation strategy. Following the action summary table, additional details are provided each continuing and new action in **Table 4.3**. The detailed table serves as the action plan describing how each action will be implemented and administered by the local jurisdiction. The section identifying benefits or losses avoided if the action is implemented is primarily a qualitative review at this time. A more detailed and quantitative benefit-cost analysis was discussed and will be performed prior to implementation of actions when additional detailed project cost information has been developed.

**Table 4.2. Mitigation Action Summary—Continuing and New Actions**

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Polk County 1	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	In Progress / Continue	Priority #6 Still working to complete Environmental review of proposed roadway corridor.	2	33	High
Polk County 2	Construction of Storm Water Detention Basins, Buffer Strips, and Channel Improvements to Fourmile Creek through the Fourmile Creek Watershed Authority	Flash Flooding	Existing and New	Watershed Authority / Management Plan	In Progress / Continue	Priority #2	4	31	Medium
Polk County 3	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to Mud, Camp, and Spring Creek watersheds through the Watershed Authority	Flash Flooding	Existing and New	Watershed Authority / Management Plan	In Progress / Continue	Priority #3	4	31	Medium
Polk County 4	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to the Walnut Creek watershed through the Watershed Authority	Flash Flooding	Existing and New	Watershed Authority / Management Plan	NEW	Priority #4	4	31	Medium
Polk County 5	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to the Beaver Creek watershed through the Watershed Authority	Flash Flooding	Existing and New	Watershed Authority / Management Plan	NEW	Priority #5	4	31	Medium
Polk County 6	Reconstruction of a Skunk River Crossing to assure emergency responders can cross the Skunk River during times of extreme flooding. In 2010, only one crossing in Polk County was open in a 30-mile section of the river.	River Flooding/ Infrastructure Failure/ Transportation Incident	Existing and New	Capital Improvement Program/Management Plan	NEW	Priority #7- Project is in planning stage- will begin flood modeling in 2019 to determine best location of improvements to an existing crossing.	4	36	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Polk County 7	Construct severe weather safe rooms for three Polk County Public Works Maintenance Facilities	Tornado	Existing and New	Hazard Mitigation Plan	NEW	Priority #8	1	37	High
Polk County 8	Update siren software to polygon based system	Tornado	Existing and New	Hazard Mitigation Plan	NEW	Priority #1	1	42	High
Alleman 1	Construct retention pond at Northeast 134	Flash Flooding	Existing	Capital Improvement Plan	Not Started / Continue	Plan to continue development would need retention pond. However, development plans have been tabled. This project is still a good idea if additional development occurs.	4	29	Medium
Alleman 2	Consider participation in the NFIP	River Flooding	Both	Hazard Mitigation Plan - floodplain management ordinance if adopted	New		2	33	High
Altoona 1	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	In Progress / Continue	December 2018 Flood Plain Ordinance adopted.	2	33	High
Altoona 2	Stormwater detention basin improvement - Tuscany Pond; removed sediment from pond to regain capacity and construct new outfall.	Flash Flooding	Existing	Capital Improvement Plan; Hazard Mitigation Plan	New	None	4	33	High
Altoona 3	Secondary storm sewer installation	Flash flooding, Infrastructure Failure	New	Capital Improvement Plan; Hazard Mitigation Plan	Not started	None	4	31	Medium
Altoona 4	Storm sewer installation 4th St SW from Lion's Park to 5th Ave NW	Flash flooding	New	Capital Improvement Plan; Hazard Mitigation Plan	Not started	None	4	31	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Altoona 5	Adventureland Park Drainage Improvements - detention pond modifications, culvert improvements, stream bank stabilization	Flash flooding	New and Existing	Capital Improvement Plan; Hazard Mitigation Plan	Not started	None	2	31	Medium
Altoona 6	Traffic signal fiber	Infrastructure Failure/ Transportation Incident	Existing and new	CIP	In Progress / Continue	None	2	33	High
Altoona 7	Community Center Security Cameras	Public safety	Existing	CIP	Not started	None	2	29	Medium
Altoona 8	4 Safe rooms for multiple park sites	Tornado	New	Hazard Mitigation Plan	Not started	None	2	34	High
Altoona 9	Replace 5 severe weather sirens	Tornado/High wind	Existing	Hazard Mitigation Plan	Not started	None	3	42	High
Altoona 10	Addition of 4 new severe weather sirens	Tornado/High wind	Existing	Hazard Mitigation Plan	Not started	None	3	42	High
Altoona 11	Construction of new Fire Station #26	Structural Fire	New	Hazard Mitigation Plan	Not started	None	4	33	High
Altoona 12	Addition of new Firefighting Engine	Structural Fire	New	Hazard Mitigation Plan/Future CIP	Not started	None	4	33	High
Altoona 13	Sanitary sewer lining 5th Ave SW to 8th Ave SE, south of the railroad tracks	Infrastructure failure/Flash flooding	Existing	CIP	In progress/Continue	None	4	29	Medium
Altoona 14	Remove sump pump and footing tiles from sanitary sewers	Infrastructure failure/Flash flooding	Existing	CIP	In progress/Continue	Project is approximately 50% complete	4	25	Medium
Altoona 15	New water storage facility to replace existing 50,000 gallon tower	Infrastructure failure	New	CIP	Not started	Not at this time	4	29	Medium
Altoona 16	New water treatment plant	Infrastructure failure	New	CIP	Not started	Not at this time	4	31	Medium
Altoona 17	New well	Infrastructure failure	New	CIP	Not started	Not at this time	4	31	Medium
Altoona 18	Sanitary sewer lining all existing clay sewer mains	Infrastructure failure/Flash flooding	Existing	CIP	In progress/Continue	None	4	32	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Ankeny 1	Construct safe room(s) at Mel Ray Mobile Home Park	Tornado	New	Hazard Mitigation Plan	Not Started / Continue	Private residential mobile home facility currently without safe room(s)	4	33	High
Ankeny 2	Construct safe room(s) at Autumn Ridge Mobile Home Park	Tornado	New	Hazard Mitigation Plan	Not Started / Continue	Private residential mobile home facility currently without safe room(s)	4	33	High
Ankeny 3	Tradition Park Detention Basin Flood Improvements	Flash Flooding	Existing	Capital Improvements Program	In Progress / Continue	Emergency repairs completed. Mitigation improvements planned.	4	32	Medium
Ankeny 4	Westwinds Channel Fortification	Flash Flooding	Existing	Capital Improvements Program	In Progress / Continue	Project design about to begin.	4	32	Medium
Ankeny 5	Northcreek Channel Flood Prevention Measures	Flash Flooding	Existing	Capital Improvements Program	In Progress / Continue	Project design about to begin.	4	35	High
Ankeny 6	Sawgrass Park Dam Improvements	Flash Flooding	Existing	Capital Improvements Program	New	Project included in current capital improvements program.	4	34	High
Ankeny 7	Saylor Creek Tributary Channel Improvements	Flash Flooding,	Existing	Capital Improvements Program	In Progress / Continue	Design next year, construction to follow	4	32	Medium
Ankeny 8	Storm sewer/channel improvements Four Mile Creek bank stabilization	Flash Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	On-going long range project	4	35	High
Ankeny 9	Reconstruct storm water detention - Packard Pond improvements	Flash Flooding	Existing	Hazard Mitigation Plan	Not Started / Continue	No project schedule at this time.	4	29	Medium
Ankeny 10	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing	NFIP Floodplain Management Program	In Progress / Continue	Participated in multi-jurisdictional Fourmile Creek Study; .Continue to participate in watershed management. Provide floodway info for Firm map replacements.	2	33	High
Ankeny 11	Reconstruct storm water detention - Wildflower Public Pond improvements	Flash Flooding	Existing	Capital Improvements Program	In Progress / Continue	Project design scheduled for later this year.	4	29	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Ankeny 12	Storm sewer/channel improvements - SE Creekview Drive Improvements	Flash Flooding	Existing	Capital Improvements Program	In Progress / Continue	Construction of overall project being staged at this time.	4	29	Medium
Ankeny 13	NW Elm Lane Sanitary Sewer Replacement	Flash Flooding	Existing	Capital Improvements Program	New	Design the project next year, with construction to follow.	4	29	Medium
Ankeny 14	Briarwood Sanitary Sewer Upsizing / Replacement	Flash Flooding	New	Capital Improvements Program	New	Future planned improvement project	4	29	Medium
Ankeny 15	Central City Areas - Sewer Upsizing and Replacements	Flash Flooding	New	Capital Improvements Program	New project, studying scope now.	Determining scope, future improvement projects	4	29	Medium
Ankeny 16	Construct safe room(s) at On With Life Care Facility	Tornado	New	Hazard Mitigation Plan	Not Started / Continue	Special care facility currently without safe room(s)	4	35	High
Bondurant 1	Update tornado warning system	Tornado	Both	Hazard Mitigation Plan	In Progress / Continue	None	1	42	High
Bondurant 2	Generator at Public Safety Building	Windstorms/Rolling Power Outages	Existing	Hazard Mitigation Plan	Not Started/Continue	Application for funding submitted in 2018; tentative installation in 2019.	1	29	Medium
Bondurant 3	NW 2nd St. Culvert Expansion	Flooding	Existing/New	Hazard Mitigation Plan	In Progress / Continue	None	1	29	Medium
Bondurant 4	15th St. SW Bridge Replacement	Flooding	Existing/New	Hazard Mitigation Plan	In Progress / Continue	None	1	30	Medium
Bondurant 5	Mud Creek Channel Restoration	Flooding	Existing	Hazard Mitigation Plan	Not Started/Continue	None	1	30	Medium
Bondurant 6	Mud Creek Regional Detention Facility/Grant St. South Relocation	Flooding/ Regional Water Quality	New Structure	Hazard Mitigation Plan	Not Started	None	1	30	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Bondurant 7	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain \mgt. program	In Progress / Continue	None	1	33	High
Clive 1	Radio Upgrade	All	Upgrade		New	None	2	36	High
Clive 2	Install/Replace backup generators	All	Both	Hazard Mitigation Plan	New	None	4	34	High
Clive 3	Website Enhancement	All	Upgrade		New	None	1	33	High
Clive 4	Streambank Stabilization Projects	Flooding	Existing	Greenbelt Master Plan; 2014 Streambank Assessment; WC Watershed Master Plan	1% complete	None	4	33	High
Clive 5	Reconstruct Greenbelt Trail bridges	Flooding	Existing	Greenbelt Master Plan	New	None	4	32	Medium
Clive 6	Reconstruct NW 86th Street bridge	Flooding	Existing	Hazard Mitigation Plan	New	None	4	37	High
Clive 7	Reconstruct railroad bridge (7800 block University Blvd)	Flooding	Existing	Hazard Mitigation Plan	New	None	4	33	High
Clive 8	Little Walnut Creek floodplain acquisitions	Flooding	New	Greenbelt Master Plan	In Progress / Continue	None	4	33	High
Clive 9	Walnut Creek floodplain acquisitions	Flooding	Existing	Greenbelt Master Plan	In Progress / Continue	None	4	33	High
Clive 10	North Walnut Creek floodplain acquisitions	Flooding	Existing	Greenbelt Master Plan	In Progress / Continue	None	4	33	High
Clive 11	University Blvd Neighborhood Flood Mitigation Planning and Implementation	Flooding	Existing	Hazard Mitigation Plan	1st Phase of Buyout Program; BCA of Alternatives	None	1	41	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Clive 12	Indian Hills Neighborhood Flood Mitigation Planning and Implementation	Flooding	Existing	Hazard Mitigation Plan	BCA	None	1	35	High
Clive 13	Buffalo Road Secondary Water Source	All	Upgrade	Water System Master Plan	In Progress / Continue	None	4	29	Medium
Clive 14	Relocation of Porter Shelter	Flooding	Both	Greenbelt Master Plan	New	None	4	27	Medium
Clive 15	Swanson Blvd Flapgates	Flooding	Existing	Hazard Mitigation Plan	New	None	1	33	High
Clive 16	University Blvd Flood Mitigation Improvements (Minor)	Flooding	Both	Hazard Mitigation Plan	In Progress / Continue	None	1	33	High
Clive 17	Regional Stormwater Management Facilities (modifications)	Flooding	Existing	Walnut Creek Watershed Master Plan	New	None	4	29	Medium
Clive 18	Regional Stormwater Facilities (outside of Clive)	Flooding	New	Walnut Creek Watershed Master Plan	New	None	4	29	Medium
Clive 19	Regional Stormwater Facilities (within Clive)	Flooding	New	Walnut Creek Watershed Master Plan	New	None	4	29	Medium
Clive 20	Repetitive Loss Buyout Program	Flooding	Existing Program	Hazard Mitigation Plan	In Progress / Continue	None	1	27	Medium
Clive 21	Flood Alert Early Warning System Enhancements	Flooding	Upgrade	Hazard Mitigation Plan	In Progress / Continue	None	1	36	High
Des Moines 1	Pursue remedial flood mitigation actions associated with the Southeast Des Moines (SEDM) Levee, US 65	River Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	None	4	41	High



Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Des Moines 2	Comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	In Progress / Continue	Continued enrollment in the NFIP along with CRS program	2	33	High
Des Moines 3	Construct safe room(s) at Des Moines Municipal Housing Agency's multi-family units	Windstorms	Existing and New	Hazard Mitigation Plan	In Progress / Continue	None	4	42	High
Des Moines 4	Harden single family home scattered site Public Housing units	Windstorms	Existing and New	Hazard Mitigation Plan	In Progress / Continue	None	4	39	High
Des Moines 5	Treatment and removal of ash trees in response to onset of Emerald Ash Borer (EAB)	Animal/Crop/Plant Disease	Existing	EAB Mitigation Plan	In Progress / Continue	Removal began in 2010 & will continue through 2025	4	32	Medium
Des Moines 6	Des Moines River Flood Mitigation Improvements - Flood protection system improvements (levees, floodwalls, pump stations, etc.) to maintain FEMA accreditation despite increased flows identified in 2011 Des Moines River Regulated Flow Frequency Study.	River Flooding	Existing	Capital Improvement Plan	In Progress / Continue	None	4	35	High
Des Moines 7	Hamilton Drainage Area Stormwater Improvements - Storm sewer conveyance improvements to increase storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns.	Flash Flooding	Existing	Capital Improvement Plan	In Progress / Continue	None	4	29	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Des Moines 8	Leetown Creekway Stormwater Improvements - Increased storm sewer capacity between University Avenue and Dean Avenue and channel improvements from south of Dean Avenue to confluence with Fourmile Creek.	Flash Flooding	Existing	Capital Improvement Plan	In Progress / Continue	None	4	29	Medium
Des Moines 9	Closes Creek Stormwater Improvements - Increase storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns	Flash Flooding	Existing	Capital Improvement Plan	In Progress / Continue	None	4	29	Medium
Des Moines 10	Crawford Creek Stormwater Improvements - Increased storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns	Flash Flooding	Existing	Capital Improvement Plan	NEW	None	4	29	Medium
Des Moines 11	Sanitary Sewer Separation Projects - Install storm sewer to eliminate CSO's that discharge sanitary water to the river	Public Health	Existing	Capital Improvement Plan	In Progress / Continue (New to HMP List)	None	4	26	Medium
Des Moines 12	City-wide Small Watershed Flood Mitigation Projects - Identify and construct projects that increase storm sewer capacity and/or construct detention/G.I. to reduce flood risk concerns	Flash Flooding	Existing	Capital Improvement Plan	NEW	None	4	31	Medium
Des Moines 13	Storm Water Pump Station Rehabilitation - Updates to pump stations to provide resiliency	Public Safety	Existing	Capital Improvement Plan	In Progress / Continue (New to HMP List)	None	4	31	Medium
Des Moines 14	Voluntary acquisition and demolition of all single and two-family residential structures in the floodplain and repetitive loss properties. Estimated 220 structures would be acquired.	River/Creek Flooding	Existing	Hazard Mitigation Plan / NFIP floodplain mgt. program	In Progress / Continue (New to HMP List)	Acquired and removed 51 residential structures in 2018	1	36	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Des Moines 15	Revise Floodplain Development regulations to increase freeboard height, implement compensatory fill, and limit enclosures in the floodplain.	River/Creek Flooding	Existing and New	NFIP floodplain mgt. program	NEW	None	1	33	High
Des Moines 16	Construct safe room in new fire station(s)	Windstorms / Tornado	New	Capital Improvement Plan	NEW	Plan for one in new Fire Station(s)	4	33	High
Des Moines 17	Generator for new fire station(s)	Windstorms / Tornado / Winter Storm	New	Capital Improvement Plan	NEW	Plan for one in new Fire Station(s)	4	25	Medium
Des Moines 18	Construct safe room in new City Hall Annex	Windstorms / Tornado	New	Capital Improvement Plan	NEW	Plan for one in new City Hall Annex	4	33	High
Des Moines 19	Generator and 72-hour fuel storage for new City Hall Annex	Windstorms / Tornado / Winter Storm	New	Capital Improvement Plan	NEW	Plan for one in new City Hall Annex	4	27	Medium
Des Moines 20	Building inventory for Fire Dept. community risk assessment / analysis	Public Safety, Fire / Hazmat	Existing and New	Fire Accreditation	NEW	Ongoing	3	43	High
Des Moines 21	Regional NextGen 911 data improvements	Public Safety	N/A	Regional GIS MOU	NEW	Ongoing	3	43	High
Des Moines 22	Damage assessment data collection tools and standard operating procedures during and after emergency events	Public Safety / Flooding / Tornado / Winter Storm	Existing	Hazard Mitigation Plan	NEW		3	33	High
Elkhart 1	Construct safe room at Elkhart Memorial Park	Windstorms	New	Hazard Mitigation Plan	Not Started / Continue	NO BUILDING TO HAVE ONE YET	4	33	High
Elkhart 2	Construct safe room in NEW fire station	Windstorms	New	Capital Improvement Plan	Not Started / Continue	Plan to include in new station when built	4	33	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Elkhart 3	Generator for new fire station	Windstorms	New	Hazard Mitigation Plan	Not Started / Continue	Plan for one in NEW Fire Station	4	27	Medium
Elkhart 4	Generator at city water plant	Windstorms	Existing	Hazard Mitigation Plan	Not Started / Continue	Have a rental unit available if needed	4	31	Medium
Elkhart 5	Construct safe room at Elkhart Community Center	Windstorms	Existing	Hazard Mitigation Plan	Not Started / Continue	Plan to add on or construct new building	4	35	High
Grimes 1	Construct safe room at existing facilities	Windstorms	New/Existing	Hazard Mitigation Plan	Not Started / Continue	expanded to include all city facilities	1	35	High
Grimes 2	Generators at City Hall	Windstorms	Existing	Hazard Mitigation Plan	Not Started / Continue	None	2	29	Medium
Grimes 3	Generator at fire station	Windstorms	Existing	Hazard Mitigation Plan	Not Started / Continue	None	2	34	High
Grimes 4	Warning siren northeast and southwest areas of city	Windstorms	New	Hazard Mitigation Plan	Not Started / Continue	None	1	42	High
Grimes 5	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	In Progress / Continue	None	2	33	High
Grimes 6	Update existing warning sirens to be compatible with single siren activation	Windstorms	Existing	Hazard Mitigation Plan	New	None	1	42	High
Johnston 1	Update outdoor warning system	Tornado/Wind	Both	Hazard Mitigation Plan	Not Started	All sirens need to be updated.	All (1-4)	42	High
Johnston 2	Construct Detention Basin Northglenn Neighborhood West of Merle Hay Road	Flood	New	Hazard Mitigation Plan	Not Started	None	4	33	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Johnston 3	Extend 72" Storm Sewer Pipe under Johnston Drive	Flood	New	Hazard Mitigation Plan	Not Started	Infrastructure extension will protect roadway from flooding impacts. Johnston Drive is an alternative route for Interstate 35/80 to Ankeny.	4	29	Medium
Johnston 4	Construct flood control structure on Johnston Drive	Flood	New	Hazard Mitigation Plan	Not Started	Structure would protect businesses along NW Beaver Drive from back water flooding.	4	33	High
Johnston 5	Multi-purpose Safe Room at Lew Clarkson Park	Tornado	New	Hazard Mitigation Plan	Not Started	None	4	34	High
Johnston 6	Continue to work with Iowa DOT to eliminate flooding at Northwest Beaver Drive (water impounded since the 2008 flood may be affecting the water table and may be polluted)	River Flooding	N/A	Storm Water Management Plan	In Progress / Continue	None	4	35	High
Johnston 7	Conduct flood impact study on Merle Hay and Beaver Creek area	River Flooding	N/A	Hazard Mitigation Plan	In Progress / Continue	None	4	37	High
Johnston 8	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	In Progress / Continue	None	4	33	High
Mitchellville 1	Improve ditch and culvert drainage in northwest part of town	Flash Flooding	Existing	Hazard Mitigation Plan	Not Started / Continue	None	4	29	Medium
Mitchellville 2	Backup power generator for police/fire station	Windstorms	New	Hazard Mitigation Plan	Not Started / Continue	None	4	33	High
Mitchellville 3	New roof for police/fire station	Windstorms	Existing	Hazard Mitigation Plan	Not Started / Continue	None	4	30	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Mitchellville 4	Re-wiring the electrical system for police/fire station	Windstorms	Existing	Hazard Mitigation Plan	In Progress / Continue	Everything is complete except what feeds into the air conditioning	4	30	Medium
Mitchellville 5	New siren on east edge of town	Windstorms	New	Hazard Mitigation Plan	Not Started / Continue	None	4	42	High
Mitchellville 6	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	New	None	4	33	High
Pleasant Hill 1	Generators for lift stations: 6400 Southeast 6th Street; Northeast 80th Street; Vandalia Road; Harbor Lake Drive, and Southeast 60th Street	Windstorms	Existing	Capital Improvement Plan	In Progress / Continue	None	4	29	Medium
Pleasant Hill 2	Flood mitigation planning elevation of southeast connector so water passes underneath - current road is in flood zone	River Flooding	Existing and New	Hazard Mitigation Plan	In Progress / Continue	None	4	33	High
Pleasant Hill 3	Creation of storm water utility (with taxing and bonding authority) Explore increase to utilities fees to complete storm water utilities.	Flash Flooding	N/A	Hazard Mitigation Plan	Continue	None	2	29	Medium
Pleasant Hill 4	Relocation of and construction of new fire station	Windstorms	Existing	Capital Improvement Plan	Not Started / Continue	None	4	33	High
Pleasant Hill 5	Relocation of gas pumps for city vehicles which are in flood zone	River Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	None	4	26	Medium
Pleasant Hill 6	Safe room incorporation into new city facilities / construction	Windstorms	New	Hazard Mitigation Plan	In Progress / Continue	None	4	34	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Pleasant Hill 7	Regional detention facility at northeast 80th Street	Flash Flooding	New	Future Land Use Plan, Comprehensive Plan	In Progress / Continue	None	4	33	High
Pleasant Hill 8	Enhance combined development of Des Moines Area Regional GIS Partnership	Flash Flooding	N/A	Ongoing Project	In Progress / Continue	None	3	35	High
Pleasant Hill 9	Construction of new culvert at Little Four Mile Creek Drive 4400 block	Flash Flooding	New	Hazard Mitigation Plan	Not Started / Continue	None	4	32	High
Pleasant Hill 10	Pursue remedial flood mitigation actions associated with the South East Des Moines (SEDM) Levee, US 65	River Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	None	4	37	High
Pleasant Hill 11	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	In Progress / Continue	None	2	33	High
Pleasant Hill 12	Flood way buyout program	Flooding	New	Hazard Mitigation Plan	New	This program would buyout properties within the flood way	4	35	High
Pleasant Hill 13	Construction of Storm Water Detention Basins, Buffer Strips, and Channel Improvements to Fourmile Creek through the Fourmile Creek Watershed Authority	Flash Flooding	Existing and New	Watershed Authority / Management Plan	In Progress / Continue	None	4	31	Medium
Pleasant Hill 14	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to Four Mile Creek watersheds through the Watershed Authority	Flash Flooding	Existing and New	Watershed Authority / Management Plan	In Progress / Continue	None	4	31	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Pleasant Hill 15	Management of Stream Buffers - along creek beds / river beds	River Flooding	Existing	Hazard Mitigation Plan & / Water Shed Action Plan	NEW	None	4	30	Medium
Pleasant Hill 16	Construction of new box culvert at Parkridge Ave across from the Cemetery	Flash Flooding	New	Hazard Mitigation Plan	Not Started / Continue	None	4	29	Medium
Polk City 1	Safe Room for: police department/fire department/ community center/city hall/ visitors at area lakes	Tornado	Existing	Capital Improvement Plan	Not Started / Continue	None	4	37	High
Polk City 2	Safe room for sports complex	Tornado	New	Capital Improvement Plan	Not Started / Continue	None	4	37	High
Polk City 3	Advocate for structural enhancements to Mile Long Bridge to bring to current DOT standards	River Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	On state highway, not responsibility of city	2	33	High
Polk City 4	Raise levee elevation for sewer treatment facility on East Broadway Street	River Flooding	Existing	Hazard Mitigation Plan	Not Started / Continue	None	4	27	Medium
Polk City 5	Advocate for expanding pumping capacity for sewer treatment facility pumping to Saylorville Reservoir	River Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	None	2	27	Medium
Polk City 6	Raise wellheads and associated electrical for Polk City Well Field on North 3rd Street and East Northside Drive	River Flooding	Existing	Hazard Mitigation Plan	Not Started / Continue	None	4	25	Medium
Polk City 7	Storm sirens at Hugg Drive and Westside Drive	Tornado	New	Hazard Mitigation Plan	NEW	None	1	42	High
Polk City 8	Lining of public sewers to mitigate infiltration of the main pump.	Flash Flooding	Existing	Hazard Mitigation Plan	NEW	None	4	27	Medium
Polk City 9	Culvert at N 3rd -Bedshed Drive to mitigate water running over the road flooding buildings	Flash Flooding	Existing	Hazard Mitigation Plan	NEW	None	4	25	Medium



Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Polk City 10	Join the National Flood Insurance Program	River Flooding	New Existing	Hazard Mitigation Plan	NEW	None	2	33	High
Runnells 1	Backup power generator for community center at 108 Brown Street	Tornado	New	Hazard Mitigation Plan	Not Started / Continue	Working on community betterment grant of Polk Co.	4	31	Medium
Runnells 2	Document electronic backup for city critical documents	Tornado	N/A	Hazard Mitigation Plan	Not Started / Continue	None	3	25	Medium
Runnells 3	Development of new lagoon at sewer station to mitigate overflow in high rains	Flash Flooding	New	Hazard Mitigation Plan	Not Started / Continue	None	4	27	Medium
Runnells 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing and New	NFIP floodplain mgt. program	New	None	2	33	High
Urbandale 1	Oxbow Construction	Flash Flooding	NEW	Hazard Mitigation Plan	NEW	The identification and creation of oxbows along creeks in City owned property. Partnership with Polk/Dallas Counties and Watersheds.	4	32	High
Urbandale 2	Flood way buyout program	Flooding	NEW	Hazard Mitigation Plan	NEW	This program would buyout properties within the flood way.	4	35	High
Urbandale 3	Buyout Property Redesign Program	Flooding	NEW	Hazard Mitigation Plan	NEW	This program would take newly acquired flood way property from the buyout program and redesign the property to lessen flooding. This could be oxbows, water retention systems or new technology or systems yet to be developed.	4	27	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Urbandale 4	Police Station Expansion and Fleet Storage	All Hazards Response	Existing and New	CIP pages 9 & 11	NEW	Planned in 2024+	4	35	High
Urbandale 5	Police Station - Douglas Entrance	Flash Flooding	Existing	CIP	NEW	Planned for 2019	4	31	High
Urbandale 6	Fire: Rescue Truck Replacement	Structural Fire	Existing	CIP page 13	NEW	This is the planned replacement of the heavy rescue truck. Planned for 2024.	4	29	Medium
Urbandale 7	Fire: Truck Replacement	Structural Fire	Existing	CIP page 14	NEW	This is the planned replacement of a pumper. Planned for 2021.	4	29	Medium
Urbandale 8	Fire: Truck	Structural Fire	NEW	CIP page 15	NEW	This is the purchase of a new pumper for Station 43. Planned for 2019.	4	29	Medium
Urbandale 9	Fire: Tender	Structural Fire	NEW	CIP page 16	NEW	This is the purchase of water tender. Planned 2024+	4	29	Medium
Urbandale 10	Looped Fiber Connection Between City Facilities	Infrastructure Failure	NEW	CIP page 17	NEW	This is running fiber along arterial streets to provide a looped system for voice and data between buildings. Planned for 2019, 2020 and 2021.	4	26	Medium
Urbandale 11	Phone and Network Upgrade	Infrastructure Failure	Existing	CIP page 18	NEW	This is networking upgrades for a new phone system and building security.	4	26	Medium
Urbandale 12	Drainage Improvements-Variou Locations	Flash Flooding	Existing	CIP page 41	NEW	in progress	4	31	Medium
Urbandale 13	Intake Rebuilding	Flash Flooding	NEW	CIP page 42	NEW	Rebuilding 40 failed intakes per year. Planned in 2019, 2020 and 2021	4	30	Medium
Urbandale 14	Aurora Avenue Railroad Crossing	Infrastructure Failure	NEW	CIP page 45	NEW	Replacement of railroad crossing at Aurora Ave., NW Urbandale Drive and 112 <sup>th</sup> Street	4	33	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Urbandale 15	Hickman Road at 128 <sup>th</sup> Street	Transportation Incident	NEW	CIP page 50	NEW	Add dual left lanes and right lanes at intersection	2	25	Medium
Urbandale 16	Interchange Modifications and Collector Distributor Connections- Interstate 35/80 and Highway 141 / NW Urbandale Drive / Meredith	Transportation Incident	Existing	CIP page 51	NEW	in progress	2	33	High
Urbandale 17	100th Street Interchange at I-35/80	Transportation Incident	Existing	CIP# ST06-11	NEW	in progress	2	27	Medium
Urbandale 18	72 <sup>nd</sup> Street Replacement with Storm Sewer	Flash Flooding	NEW	CIP page 56	New	A new storm sewer system would be installed with the Street paving.	4	33	High
Urbandale 19	104 <sup>th</sup> Street with Storm Sewer	Flash Flooding	NEW	CIP page 58	NEW	This would install storm sewer with the street paving.	4	33	High
Urbandale 20	Battery Backup Signalization	Infrastructure Failure	NEW	CIP page 71	NEW	Install battery backup at 70 <sup>th</sup> & Meredith, 72 <sup>nd</sup> & Meredith, 72 <sup>nd</sup> & Aurora, 72 <sup>nd</sup> & Douglas, NW U & Aurora, 100 <sup>th</sup> & Plum, 104 <sup>th</sup> & Meredith, 121 <sup>st</sup> , 123 <sup>rd</sup> , 125 <sup>th</sup> and 128 <sup>th</sup> & Meredith	4	35	High
Urbandale 21	Water Main Projects	Structural Fire	NEW	CIP page 85 - 98	NEW	Install 12" water main along Dennis Drive 100th to 01st to complete loop, 100th Douglas to Dennis to complete loop, 70th Water Main - Douglas to Aurora - upgrade 4" and 6" to 8", Monroe Court Main - 70th to 72nd, Monroe Court Main - 70th to 72nd, Monroe Court Main - 72nd to Roseland, Roseland Main - 70th to 72nd, 67th Main - Madison to Aurora upgrade 4" to 8".	4	24	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Urbandale 22	Warning siren at Alice's Road	Tornado	New	Budget page 31	NEW	Provide outdoor warning siren to expansion area	1	42	High
Urbandale 23	Traffic Signal Battery Back up	Infrastructure Failure	NEW	Budget page 55	NEW	TBD	1	35	High
Urbandale 24	Storm Sewer inflow elimination program	Flash Flooding	NEW	Budget page 69	NEW	This would create an inflow program and to divert inflow from sanitary system to storm sewer system	4	27	Medium
Urbandale 25	Storm water grant programs	Flash Flooding	NEW	Budget page 71	NEW	Continued running of City's public/private partnership to alleviate storm water issues on private property.	4	26	Medium
Urbandale 26	Storm shelters in Public Parks	Tornado	NEW	Hazard Mitigation Plan	NEW	This would be the construction of storm shelters in designated parks. This could also be the construction of a Giov. Shelter in WCRP/as part of the proposed building(s).	1	34	High
Urbandale 27	Creek Bank Stabilization	Flooding/Erosion	NEW	Hazard Mitigation Plan	NEW	This program would provide for creek bank stabilization at various creeks throughout the Parks system	4	29	Medium
Urbandale 28	Community Scholarship for swimming lessons	Flooding	N/A	Hazard Mitigation Plan	NEW	We are seeing an increase in the number of community members who cannot swim.	1	37	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Delaware Township 1	Standby Generator Installation	Infrastructure Failure	New	Hazard Mitigation Plan	Not Started	New	1	32	High
Delaware Township 2	Township Plow Purchase	Winter Storm	New	Hazard Mitigation Plan	Not Started	New	2	32	High
West Des Moines 1	Elevation of I-35 Bridge over Raccoon River and Highway 28 Bridge over Raccoon River to mitigate washout	River Flooding	Existing	Hazard Mitigation Plan	Not Started / Continue	DOT Project	4	32	High
West Des Moines 2	Pursue remedial flood mitigation actions associated with the Southeast Des Moines (SEDM) Levee, US 65	River Flooding	Existing	Hazard Mitigation Plan	Not Started / Continue	DOT Project	4	31	Medium
West Des Moines 3	Lining of public sewers in the Valley Junction Area to mitigate infiltration at the Main Pump-2 Phases	Flash Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	50% Complete	4	29	Medium
West Des Moines 4	Lining of public sewers in the Fairmeadows Creek Area to mitigate infiltration of the main pump	Flash Flooding	Existing	Hazard Mitigation Plan	In Progress / Continue	50% Complete	4	29	Medium
West Des Moines 5	Incorporate and adopt recommended ASCE Flood Resistant Design and Construction Guidelines into City Building Code and Floodplain Management section of City Code (Title 9, Ch. 12)	Flash Flooding	Existing	NFIP floodplain mgt. program, Comprehensive Plan	Not Started/New	New Proposal	3	32	High
West Des Moines 6	Design MidAmerican Energy RecPlex to function as an essential facility (evacuation center) during emergency response. Classify as a Flood Design - Class 4. Ensure connection to roadway, loading dock and primary structure are built at ASCE Design Flood Elevation guidelines. Harden building elements to provide storm shelter for building and recreational field users.	Flash Flooding, Windstorms, Winter storm	New	NFIP floodplain mgt. program	Not Started/New	New Proposal	2&4	34	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
West Des Moines 7	Map and buffer Tier II facilities within City and adjacent to City perimeter. Develop emergency response and subsequent evacuation routes for HAZMAT incidents based on these mappings.	HAZMAT Incident, Transportation Incident	Existing	Hazard Mitigation Plan, Comprehensive Plan	Not Started/New	New Proposal	3	32	High
West Des Moines 8	Implement recommended storm water improvements from the Westown-PCP drainage study.	Flash Flooding	Existing and New	Hazard Mitigation Plan, Comprehensive Plan, CIP	Not Started/New	New Proposal	3&4	31	Medium
West Des Moines 9	Installation of ice protection structures at regional radio communications infrastructure sites.	Winter storms, Windstorms	New	Hazard Mitigation Plan	Not Started/New	New Proposal	1&4	32	High
West Des Moines 10	Incorporate and adopt recommended ASCE Flood Resistant Design and Construction Guidelines into City Building Code and Floodplain Management section of City Code	Flash Flooding	Existing	NFIP floodplain mgt. program, Comprehensive Plan	Not Started/New	New Proposal	3&4	32	High
West Des Moines 11	Develop evacuation routes for hazard incidents, flooding incidents, and serve weather incidents.	HAZMAT Incident, Transportation Incident	Existing	Hazard Mitigation Plan, Comprehensive Plan	Not Started/New	New Proposal	3	37	High
West Des Moines 12	Map Tier II facilities within City and adjacent to City perimeter.	HAZMAT Incident, Transportation Incident	Existing	Hazard Mitigation Plan, Comprehensive Plan	Not Started/New	New Proposal	3	32	High
West Des Moines 13	In conjunction with redevelopment, identify and implement storm water drainage improvement recommendations within the Blue Creek drainage basin.	Flash Flooding	Existing and New	Hazard Mitigation Plan, Comprehensive Plan, CIP	Not Started/New	New Proposal	1&3	32	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
West Des Moines 14	Enhance current floodplain management efforts by updating the Floodplain Management Ordinance, which includes new Flood Insurance Rate Maps, associated ordinance language approved by IDNR/FEMA, and increased requirements for City facilities including public services, emergency services, and similar structures that are critical to maintaining City functions in an emergency to be elevated a minimum of one (1) foot above the 500-year flood.	Flash Flooding	Existing and New	NFIP floodplain mgt. program, Hazard Mitigation Plan, Comprehensive Plan, CIP	Not Started/New	New Proposal	3&4	36	High
West Des Moines 15	SE Basins Stormwater Improvements (Valley Junction Area) approximate boundary: 19th St. & Woodland Ave. to Grand Ave. & Railroad Avenue to Lincoln St. & HWY 28 to Hwy 28 & Prospect Ave.	Flash Flooding, Transportation Incident	Existing and New	Hazard Mitigation Plan	Not Started / Continue	Projects are under study.	4	34	High
West Des Moines 16	NE Basins Stormwater Improvements (Valley Junction Area) approximate boundary: Hwy. 28 & N. of Ashworth Rd. to Hoak Dr. & IA Interstate RR to Office Park Road & 15th St. to Ashworth Rd. & 11th St. to Ashworth Rd. & 9th St. to Grand Ave. & 9th St. to Grand Ave. & 8th St. to 5th St. & Prospect Ave. to 5th St. & Vine St. to Hwy 28 & Vine St. to Hwy 28 & Lincoln St. to Walnut Creek Levee (Des Moines) to Hwy. 28 & N. of Ashworth Rd.	Flash Flooding, Transportation Incident	Existing and New	Hazard Mitigation Plan	In Progress / Continue	Walnut Creek storm outfall & pump station portion to be completed by 2019. Other projects are under study	4	37	High
West Des Moines 17	Raccoon River - Bank Stabilization	River Flooding, Transportation Incident	Existing	5 Year CIP	New	Delayed due to private property owner	4	29	Medium
West Des Moines 18	Grand Avenue Stormwater Pump Station Near Raccoon River Dr.	River Flooding, Transportation Incident	New	5 Year CIP	New	Under design. Scheduled for construction in 2019	4	29	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
West Des Moines 19	Blue Creek Basins Stormwater Improvements ( 5 Basins)	Flash Flooding	Existing and New	Hazard Mitigation Plan, 5 Year CIP	New	4 Locations eligible for FEMA reimbursement due to damage from the 6/30/2019 storm. Other projects are under study.	3&4	30	Medium
West Des Moines 20	Iowa Interstate Railroad Bridge near Raccoon River Park Entrance and Raccoon River Park Soccer Complex Culvert	Flash Flooding, Transportation Incident	Existing	5 Year CIP	Not Started / Continue	New Proposal	4	27	Medium
West Des Moines 21	Fairmeadows Creek - 27th & Vine Culvert	Flash Flooding	Existing	5 Year CIP	New	Under design. Scheduled for construction in 2019.	4	27	Medium
West Des Moines 22	Walnut Creek Watershed Management Authority Misc. Projects	Flash Flooding	Existing	5 Year CIP	New	Projects under Study.	4	30	Medium
West Des Moines 23	62nd & Railroad Ave Sanitary Sewer Gate Structure Replacement	Infrastructure Failure	Existing	5 Year CIP	New	Under design. Scheduled for construction in 2019.	4	27	Medium
West Des Moines 24	8th Street Reconstruction - I-235 to Clegg Road	Transportation Incident	Existing	5 Year CIP	New	New Proposal	4	31	Medium
West Des Moines 25	S. 88th Street Railroad Crossing improvements- Near Raccoon River Drive	Transportation Incident	Existing	5 Year CIP	New	New Proposal	4	31	Medium
Windsor Heights 1	Install residential check valves at Washington Avenue and 70th Street	Flash Flooding	Existing	Storm Water Management Plan	Not Started / Continue	Not funded yet.	4	27	Medium
Windsor Heights 2	Replace storm sewer intakes	Flash Flooding	Existing	Storm Water Management Plan	In Progress / Continue	In progress, FY20 Funding in Budget	4	28	Medium
Windsor Heights 3	Identify potential future shelter sites	Windstorms	Existing & New	Hazard Mitigation Plan	Not Started / Continue	New	4	33	High



Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Windsor Heights 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing & New	NFIP floodplain mgt. program	In Progress / Continue	Continued compliance, just updated Flood Plain Maps and held community meeting.	1	33	High
Windsor Heights 5	Walnut Creek bank stabilization	River Flooding	Existing	Storm Water Management Plan	NEW	In progress, FY20 Funding in Budget	4	30	Medium
Des Moines Water Works 1	Upgrade Interior Drainage Pumping System inside the levee protected area at Fleur Drive Water Treatment Plant.	Flash Flooding	Existing	Capital Improvement Plan	NEW	No action planned in 2018 or 2019.	4	35	High
Des Moines Water Works 2	Relocate grounds maintenance facility to the dry side of the levee system to reduce repetitive loss potential.	River Flooding	New	Capital Improvement Plan	NEW	Funds have been included in 2019 capital improvement budget for construction in 2019.	4	35	High
Des Moines Water Works 3	Evaluate and repair flood gates located at the Fleur Drive Water Treatment Plant.	River Flooding	Existing	Capital Improvement Plan	NEW	Evaluation of flood gate structure and completion of minor repairs in 2019. Any major repairs will need to be deferred.	4	35	High
Des Moines Water Works 4	Evaluation of ring levee protecting Fleur Drive Water Treatment Plant.	River Flooding	Existing	Capital Improvement Plan	NEW	Evaluation of structural integrity of levee and completion of minor repairs in 2019. Any major repairs will need to be deferred.	4	36	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Ankeny Schools 1	Multi-purpose Safe Rooms District Wide	Tornado	Both	Hazard Mitigation Plan	NEW	Cost continues to be a factor.	4	35	High
Ankeny Schools 2	Emergency HVAC Shut-Off	Hazardous Materials	Both	Hazard Mitigation Plan	NEW	In the planning process	2	29	Medium
Ankeny Schools 3	Safety Film/Glass	Intruder	New	Hazard Mitigation Plan	NEW	Install ballistic glass on new elementary in strategic locations	1	35	High
Ankeny Schools 4	Safety Film/Glass	Tornado	Existing	Hazard Mitigation Plan	NEW	Applied to south and west windows in classrooms	4	35	High
Ankeny Schools 5	Back-up Facility Generators	Tornado	Existing	Hazard Mitigation Plan	Completed	Generator installed on District Data Center.	4	29	Medium
Bondurant-Farrar Schools 1	Safety Glass	Tornado	Both	Hazard Mitigation Plan	NEW	None	4	33	High
Bondurant-Farrar Schools 2	Storm Safe Room at Anderson Elementary	Tornado	Existing	Hazard Mitigation Plan	NEW	None	4	33	High
Dallas Center-Grimes Schools 1	Construction of safe rooms in existing or new school buildings	Tornado	Existing and New	Hazard Mitigation Plan	NEW	None	4	35	High
Des Moines Schools 1	DAS and repeaters- (Distributed antenna system) As Des Moines Public Schools becomes more energy efficient, cellular and radio communications are blocked within our buildings. In order to combat this, we need to add DAS antennas and repeaters. This improves communication capabilities for not only DMPS staff, but also all emergency responders.	Infrastructure Failure	Existing	Hazard Mitigation Plan (this is what was on the last one, is this the same this time?)	Shovel ready project when funding is available	New	1	26	Medium

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Des Moines Schools 2	Virtual, remote server farm service for disaster recovery due to flood, tornado, windstorm. Our servers are in a building that is in a flood plain. Our back-up system is downtown which also has the potential to flood. In order to recover from a disaster we need the ability to transfer all systems to a remote 3rd party.	Infrastructure Failure	Existing	Hazard Mitigation Plan (this is what was on the last one, is this the same this time?)	Shovel ready project when funding is available	New	1	21	Medium
Des Moines Schools 3	Backup Generation at all of our schools and administrative offices	Infrastructure Failure	Existing	hazard mitigation plan	Shovel ready project when funding is available	New	1	23	Medium
Des Moines Schools 4	Construct new safe rooms at various elementary schools	Tornado	Existing	Hazard Mitigation Plan	Continuing	Cowles, Jackson, and Madison Elementary Safe rooms complete, Lovejoy to be completed in 2019, and others to follow over next 5 years.	1	33	High
Des Moines Schools 5	Construct a multipurpose room as a safe room-Jefferson Elementary	Tornado	Existing	Hazard Mitigation Plan	NEW	did not complete	1	33	High
Des Moines Schools 6	Construct a multipurpose room as a safe room-Lovejoy Elementary	Tornado	Existing	Hazard Mitigation Plan	NEW	completing summer 2019	1	33	High
Des Moines Schools 7	Construct a multipurpose room as a safe room-Studebaker Elementary	Tornado	Existing	Hazard Mitigation Plan	NEW	did not complete	1	33	High
Des Moines Schools 8	Construct a multipurpose room as a safe room-Wright Elementary	Tornado	Existing	Hazard Mitigation Plan	NEW	did not complete	1	33	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Johnston Schools 1	Sprinkle facility at 6510 NW 62nd when repurposing the building	Fire	Existing	Hazard Mitigation Plan	New	None	4	24	Medium
Johnston Schools 2	Replace and upgrade of emergency communication radio system	All including tornado and active shooter	Existing	Emergency Operation Plan	New	None	4	35	High
North Polk Schools 1	Conduct needs analysis and feasibility study for safe rooms at Central Elementary and North Polk Junior/Senior High School	Tornado	Existing	Hazard Mitigation Plan	NEW	Funding restrictions, still priority.	1	33	High
Southeast Polk Schools 1	Contraction of Multi-purpose Safe Rooms District Wide	Tornado/Wind	New	Capital Improvements Plan	New	None	4	35	High
Southeast Polk Schools 2	Double-entry systems in each school; bullet-resistant glass	Intruder	New	HQ safety plan	New	None	4	42	High
Southeast Polk Schools 3	Internal and outward-facing electronic communications for emergency/disaster mitigation	Multi-hazard	New	HQ Safety Plan and Hazard Mitigation	New	None	4	36	High
Southeast Polk Schools 4	Emergency Radios--Cabinet Members (6)	Multi-hazard	New	HQ Safety Plan and Hazard Mitigation	New	None	2	32	High
Southeast Polk Schools 5	Replace antiquated district surveillance cameras and install new systems in buildings without cameras	Multi-hazard	New	HQ Safety Plan and Hazard Mitigation	New	None	4	32	High
Urbandale Schools 1	NOAA Weather Radios at District Buildings	Tornado	Existing	Hazard Mitigation Plan	NEW	Deferred due to technology	4	33	High
Urbandale Schools 2	Move Generator from Middle School to Jensen Elementary	Infrastructure Failure	Existing	Hazard Mitigation Plan	NEW	Completed at Karen Acres, not Jensen	4	31	Medium
Urbandale Schools 3	Implement Emergency Operations Plan	Multiple Threats	Existing	Hazard Mitigation Plan	New	None	2	37	High

Action ID	Mitigation Project / Activity Description	Primary Hazard Addressed	Existing or New Structures	Planning / Implementation Mechanism	2018 Action Status	2018 Action Status Comment	Goal #	STAPLEE Score	Priority
Urbandale Schools 4	Safe Room at New Elementary School	Tornado/Severe Weather	New	Hazard Mitigation Plan/EOP	New	None	1	37	High
Urbandale Schools 5	"Safety Center" Electronic Safety Plan APP	Multiple Threats	Existing	Hazard Mitigation Plan/EOP	New	None	1	33	High
Urbandale Schools 6	Ballistic film and Glazing	Active Shooter	New and Existing	Hazard Mitigation Plan/EOP	New	None	4	39	High
Urbandale Schools 7	Digital Radios for District EOP Staff	Multiple Threats	Existing	Hazard Mitigation Plan/EOP	New	None	4	34	High
Urbandale Schools 8	Internal Locking Capabilities at District Buildings	Active Shooter	Existing	Hazard Mitigation/EOP	New	None	4	35	High
Urbandale Schools 9	Sally Port at Karen Acres	Active Shooter	Existing	Hazard Mitigation/EOP	New	None	1	37	High
Urbandale Schools 10	Sally Port at MS	Active Shooter	Existing	Hazard Mitigation/EOP	NEW	None	1	37	High
Urbandale Schools 11	Sally Port at HS	Active Shooter	Existing	Hazard Mitigation/EOP	NEW	None	1	37	High
Urbandale Schools 12	Sally Port at Webster Elementary	Active Shooter	Existing	Hazard Mitigation/EOP	NEW	None	1	37	High
West Des Moines Schools 1	Installation of FEMA compliant safe rooms/areas in nine elementary school buildings.	Tornado	Existing	Hazard Mitigation Plan	NEW	None	4	37	High
West Des Moines Schools 2	Installation of FEMA compliant safe rooms/areas in two Jr. High buildings and one Freshman High School.	Tornado	Existing	Hazard Mitigation Plan	NEW	None	4	37	High
West Des Moines Schools 3	Installation of generator(s) to serve the FEMA compliant safe rooms/areas in nine elementary buildings.	Tornado	Existing	Hazard Mitigation Plan	NEW	None	4	31	Medium
West Des Moines Schools 4	Installation of generator (s) to serve the FEMA compliant safe rooms/areas in two Jr. High buildings and one Freshman High School.	Tornado	Existing	Hazard Mitigation Plan	NEW	None	4	31	Medium

**Table 4.3. Mitigation Action Implementation Strategy --- Continuing and New Actions**

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Polk County 1	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Floodplain Manager	Area Cities	Existing Resources	N/A	Availability of Flood Insurance to residents and businesses in the City and proactive management of any future development in floodplain areas to minimize risk.	N/A
Polk County 2	Construction of Storm Water Detention Basins, Buffer Strips, and Channel Improvements to Fourmile Creek through the Fourmile Creek Watershed Authority	Funding	DPW	15 Watershed Authority members, including Cities, Counties, and Soil Conservation Districts.	State Grants, Local funds, HMGP	\$40 million	Mitigate damages caused by flooding by providing stormwater detention and channel improvements	25 Years
Polk County 3	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to Mud, Camp, and Spring Creek watersheds through the Watershed Authority	Funding	DPW	11 Watershed Authority members, including Cities, Counties, and Soil Conservation Districts.	State Grants, Local funds, HMGP	\$25 million	Mitigate damages caused by flooding by providing stormwater detention and channel improvements	25 Years
Polk County 4	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to the Walnut Creek watershed through the Watershed Authority	Funding	DPW	14 Watershed Authority members, including Cities, Counties, and Soil Conservation Districts.	State Grants, Local funds, HMGP	\$20 million	Mitigate damages caused by flooding by providing stormwater detention and channel improvements	25 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Polk County 5	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to the Beaver Creek watershed through the Watershed Authority	Funding	DPW	26 Watershed Authority members, including Cities, Counties, and Soil Conservation Districts.	State Grants, Local funds, HMGP	\$30 million	Mitigate damages caused by flooding by providing stormwater detention and channel improvements	25 Years
Polk County 6	Reconstruction of a Skunk River Crossing to assure emergency responders can cross the Skunk River during times of extreme flooding. In 2010, only one crossing in Polk County was open in a 30-mile section of the river.	Funding	DPW	Possibly the Iowa DOT	State Grants, Local funds, HMGP	\$5 million	If the 2010 flood occurred again, some emergency response times to medical emergencies or fire protection would exceed 40 minutes due to only one Skunk River crossing being open to vehicular traffic. By reconstructing another crossing that is capable of remaining open during flood events, then emergency response times could be reduced to 10 to 15 minutes.	8 Years
Polk County 7	Construct severe weather safe rooms for three Polk County Public Works Maintenance Facilities	Funding	DPW	N/A	Local funds, HMGP	\$750,000	Provide safe working environment for employees during severe weather events.	4 Years
Polk County 8	Update siren software to polygon based system	Funding	EMA	Communication Centers, EMA, local jurisdictions	Local Funds, HMPG	\$400,000	Outdoor warning sirens are manual based systems in the 3 communications centers. The technology provides either all sirens to turn on or quadrants. Upgrading the system to polygon based will provide an automated system alleviate human error and follow the storm path vs. an area that isn't. Public Safety is an issue due to either underwarned or overwarned.	10 years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Alleman 1	Construct retention pond at Northeast 134	Funding	Mayor/City Council	Iowa Homeland Security and Emergency Management; Iowa Department of Natural Resources	HMGP, FMA, PDM, General Fund	TBD	Reduce damages to existing structures as well as prevent damage to future structures that may be constructed in area slated for potential development	10 years
Alleman 2	Consider participation in the NFIP	Staff Time	Mayor/City Council	Iowa Department of Natural Resources	No funding necessary	N/A	Allow owners of existing structures to purchase flood insurance, offsetting any flood damage to structures as well as provide a mechanism for the City to regulate any future development in designated floodplains	2 years
Altoona 1	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	City Engineer	IDNR, FEMA	Existing Resources	N/A	Flooding, infrastructure damage, property damage, erosion	Ongoing
Altoona 2	Stormwater detention basin improvement - Tuscany Pond; removed sediment from pond to regain capacity and construct new outfall.	Construction access	Public Works/Public Utilities	None	Stormwater funds	\$610,000	Regain capacity to prevent flash flooding, property damage.	2020-2022
Altoona 3	Secondary storm sewer installation	Construction easement acquisition.	Public Utilities	None	Stormwater funds	\$1,400,000	Property damage to residents	Ongoing



Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Altoona 4	Storm sewer installation 4th St SW from Lion's Park to 5th Ave NW	Construction easement acquisition.	Public Utilities	None	Stormwater funds	\$470,000	Property damage to residents, eliminate street flooding.	2020
Altoona 5	Adventureland Park Drainage Improvements - detention pond modifications, culvert improvements, stream bank stabilization	Construction access, easement acquisition	Public Utilities	Adventureland Park	Stormwater funds	\$130,000	Property damage to residents, erosion reduction.	2020-2023
Altoona 6	Traffic signal fiber	None identified	Public Works/Engineering	DOT	Existing resources	\$30,000	Traffic safety	Ongoing
Altoona 7	Community Center Security Cameras	Funding	Public Works	None	Budget	\$10,000	Security/safety	2020
Altoona 8	4 Safe rooms for multiple park sites	Funding	Public Works	None	Budget, Safe Room Grants	TBD by Engineer	Provide safe shelter park patrons	10 years
Altoona 9	Replace 5 severe weather sirens	Funding	EMS/Public Works	None	Budget	\$75,000	Public Service Warnings	5 years
Altoona 10	Addition of 4 new severe weather sirens	Funding	EMS/Public Works	None	Budget	\$25,000	Public Service Warnings	2 years
Altoona 11	Construction of new Fire Station #26	Funding	Public Safety	None	Budget/Grants	\$3 million	Public Safety	5 years
Altoona 12	Addition of new Firefighting Engine	Funding	Public Safety	None	Budget/Grants	\$600,000	Public Safety	2 years
Altoona 13	Sanitary sewer lining 5th Ave SW to 8th Ave SE, south of the railroad tracks	None identified	Public Utilities	None	Sanitary Sewer Fund	TBD	Reduces flooding, backups	Ongoing
Altoona 14	Remove sump pump and footing tiles from sanitary sewers	None identified	Public Utilities	None	Sanitary Sewer Fund/Stormwater Fund	TBD	Reduces flooding, backups	Ongoing
Altoona 15	New water storage facility to replace existing 50,000 gallon tower	Property acquisition/Engineering Funding	Public Utilities	None	Water Fund	TBD	Provides additional potable water storage for public use	5 Years
Altoona 16	New water treatment plant	Property acquisition/Engineering Funding	Public Utilities	None	Water Fund	TBD	Provides additional potable water for public use	10 years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Altoona 17	New well	Property acquisition/Engineering Funding	Public Utilities	None	Water Fund	TBD	Provides additional potable water for public use	10 years
Altoona 18	Sanitary sewer lining all existing clay sewer mains	None identified	Public Utilities	None	Sanitary Sewer Fund	TBD	Reduces flooding, backups	Ongoing
Ankeny 1	Construct safe room(s) at Mel Ray Mobile Home Park	Lack of funding, Space and Authority	City Manager's Office	Mel Ray Park Owners	PDM, HMGP	TBD by engineer	Personal loss to residents and other occupants from tornado / wind dangers	8 Years
Ankeny 2	Construct safe room(s) at Autumn Ridge Mobile Home Park	Lack of funding, Space and Authority	City Manager's Office	Autumn Ridge Ownership	PDM, HMGP	TBD by engineer	Personal loss to residents and other occupants from tornado / wind dangers	8 Years
Ankeny 3	Tradition Park Detention Basin Flood Improvements	Construction difficulties, seasonal access	Public Works	Tradition Homeowners Association	Stormwater Enterprise Funds and FEMA	\$470,000	Protection for adjacent and downstream properties in multi-family developments.	2 Years
Ankeny 4	Westwinds Channel Fortification	Access to site, construction difficulties	Public Works	FEMA	Stormwater Enterprise Funds and FEMA	\$400,000	Protect large waterway from flood damage and deep ravine bank slides.	2 Years
Ankeny 5	Northcreek Channel Flood Prevention Measures	Access to Site, traffic control, horizontal constraints	Public Works	FEMA, townhome association	Stormwater Enterprise Funds and FEMA	\$210,000	Additional damage to adjacent properties and downstream properties will be avoided.	2 Years
Ankeny 6	Sawgrass Park Dam Improvements	Dewatering pond, funding	Public Works	FEMA	PDM, HMGP	\$455,000	Protection for dam embankment and improved water quality.	6 Years
Ankeny 7	Saylor Creek Tributary Channel Improvements	Access to waterway, funding	Public Works	FEMA	Stormwater Enterprise Funds and FEMA	\$800,000	Protect waterway from flood damage and bank erosion.	5 Years
Ankeny 8	Storm sewer/channel improvements Four Mile Creek bank stabilization	Construction difficulties, Property acquisition	Public Works / Municipal Utilities	None	Adjacent resident participation	\$250,000	Additional property damage and erosion damage avoided	8 Years
Ankeny 9	Reconstruct storm water detention - Packard Pond improvements	Property access, homeowner cooperation	Public Works	Private Resident	PDM, HMGP	\$200,000	Downstream flooding and stream erosion	6 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Ankeny 10	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	Multi-agency funding required, Property acquisition	City Manager's Office	IDNR, FEMA, Polk County, Des Moines	Existing Resources	N/A	Control and reduce flooding, infrastructure damage, property damage, erosion	Ongoing
Ankeny 11	Reconstruct storm water detention - Wildflower Public Pond improvements	Construction difficulties, Access to site	Public Works	None	Stormwater Enterprise Funds, PDM, HMGP	\$350,000	Protect downstream properties from flooding and erosion. Improved detention.	2 Years
Ankeny 12	Storm sewer/channel improvements - SE Creekview Drive Improvements	Construction access, Maintaining access	Public Works	None	Stormwater Enterprise Funds, Assessments	\$1.8 Million	Flooding of commercial and industrial businesses avoided	1 Year
Ankeny 13	NW Elm Lane Sanitary Sewer Replacement	Access, traffic control, staging of project	Municipal Utilities	None	Sewer Enterprise Funds	\$75,000	Control basement sewer back-ups and flooding	3 Years
Ankeny 14	Briarwood Sanitary Sewer Upsizing / Replacement	Property access, staging of project	Municipal Utilities	None	Sewer Enterprise Funds	\$1.5 Million	Control possible basement sewer back-ups and flooding	6 Years
Ankeny 15	Central City Areas - Sewer Upsizing and Replacements	Impact on residences, funding	Municipal Utilities	None	Sewer Enterprise Funds	\$2 Million	Control and eliminate basement sewer back-ups and flooding	7 Years
Ankeny 16	Construct safe room(s) at On With Life Care Facility	Lack of funding, Space and authority	City Manager's Office	Private Care Provider	PDM, HMGP	TBD by Engineer	Personal loss to facility residents from tornado / wind dangers	8 Years
Bondurant 1	Update tornado warning system	Funding	Fire Dept/Mayor /City Council	IHSEM; PCEM	Grants	\$400,000	Improve the City's ability to provide outdoor warning of severe weather, enabling residents to take life- saving action.	2 years
Bondurant 2	Generator at Public Safety Building	Budget	Fire Chief/ City Admin.	None	General Funding/ Grants	\$150,000	Allows for continuous operations of Emergency Operations during power outages	1 year

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Bondurant 3	NW 2nd St. Culvert Expansion	None	Public Works/City Admin.	None	Bond/Grant Funding	\$600,000	Increased capacity during Flooding Events	1 year
Bondurant 4	15th St. SW Bridge Replacement	Permitting/ROW acquisition	Public Works/City Admin.	N/A	TIF	\$2.8 Million	Increased capacity during Flooding Events	1 year
Bondurant 5	Mud Creek Channel Restoration	Funding/Permitting	Public Works/City Admin/Mayor & Council	N/A	Bond/Grant Funding/Storm Water Fund	\$750,000	Decrease restriction in the water flow	3 years
Bondurant 6	Mud Creek Regional Detention Facility/Grant St. South Relocation	Funding/Property Acquisition/	Public Works/City Admin/Mayor & Council	N/A	Bond/Grant Funding/Storm Water Fund	\$8.5 Million	Increased capacity during Flooding Events/Regional Water Quality	5 years
Bondurant 7	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	City Admin.	IDNR, FEMA	Existing Resources	N/A	Regulatory, prevents flooding and property loss	Ongoing
Clive 1	Radio Upgrade	Funding	Public Works	None Specified	Capital Equipment Program	TBD	Improve interoperability of communications	TBD
Clive 2	Install/Replace backup generators	Funding	Admin	None Specified	Capital Equipment Program	\$250,000	Continuity of Service	5 years
Clive 3	Website Enhancement	Funding	Admin	County/State	General Fund	\$10,000	Improved communication/risk knowledge	1 year
Clive 4	Streambank Stabilization Projects	Funding	Public Works	None Specified	Stormwater Utility	\$25,000,000	Improve stream channel conveyance	25 years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Clive 5	Reconstruct Greenbelt Trail bridges	Funding	Public Works	None Specified	Capital Improvement Plan	\$5,000,000	Improve stream channel conveyance/reduce backwater flooding	10 years
Clive 6	Reconstruct NW 86th Street bridge	Funding	Public Works	None Specified	Capital Improvement Plan	\$5,000,000	Improve stream channel conveyance/reduce backwater flooding	10 years
Clive 7	Reconstruct railroad bridge (7800 block University Blvd)	Funding	Public Works	Railroad Company	State/RR	\$5,000,000	Improve stream channel conveyance/reduce backwater flooding	10 years
Clive 8	Little Walnut Creek floodplain acquisitions	Funding	Parks	None Specified	REAP	\$500,000	Preserve floodplain function	3 years
Clive 9	Walnut Creek floodplain acquisitions	Funding	Parks	None Specified	REAP	\$500,000	Preserve floodplain function	5 years
Clive 10	North Walnut Creek floodplain acquisitions	Funding	Parks	None Specified	REAP	\$500,000	Preserve floodplain function	5 years
Clive 11	University Blvd Neighborhood Flood Mitigation Planning and Implementation	Funding	Com Dev	ACE; FEMA; WMA	FEMA	TBD	Reduce flooding impacts	5 years
Clive 12	Indian Hills Neighborhood Flood Mitigation Planning and Implementation	Funding	Com Dev	ACE; FEMA; WMA	FEMA	TBD	Reduce flooding impacts	5 years
Clive 13	Buffalo Road Secondary Water Source	Funding	Public Works	WDSM WW	Water Utility	\$250,000	Reduce potential for loss of water	3 years
Clive 14	Relocation of Porter Shelter	Funding	Parks	None Specified	Capital Improvement Plan	\$1,000,000	Remove structure from floodway	5 years
Clive 15	Swanson Blvd Flapgates	funding	Public Works	None Specified	Stormwater Utility	\$250,000	Reduce street flooding	3 years
Clive 16	University Blvd Flood Mitigation Improvements (Minor)	Funding	Public Works	None Specified	Stormwater Utility	\$1,000,000	Reduce flooding impacts	1-5 years
Clive 17	Regional Stormwater Management Facilities (modifications)	Funding	Public Works	WMA	Stormwater Utility	\$5,000,000	Reduce downstream flood impacts	10 years
Clive 18	Regional Stormwater Facilities (outside of Clive)	Funding/Regional Cooperation	Public Works	ACE; FEMA; WMA	Stormwater Utility	\$5,000,000	Reduce downstream flood impacts	10 years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Clive 19	Regional Stormwater Facilities (within Clive)	Funding	Public Works	ACE; FEMA; WMA	Stormwater Utility	\$5,000,000	Reduce downstream flood impacts	10 years
Clive 20	Repetitive Loss Buyout Program	Funding	Com Dev	Iowa Homeland Security and Emergency Management; FEMA	Stormwater Utility	\$25,000,000	Increase public safety and reduce flood damage and	10 years
Clive 21	Flood Alert Early Warning System Enhancements	Funding	Public Works	DSM, WDSM, Urbandale, IFC, WMA	Capital Equipment Program	TBD	Improve early warning of flood hazard potential	TBD
Des Moines 1	Pursue remedial flood mitigation actions associated with the Southeast Des Moines (SEDM) Levee, US 65	Land acquisition, Permitting, Funding	Public Works Department	IDOT, USACE	PDM, HMGP	TBD	Impacts levee certification for SE Des Moines Levee which protects portions of Des Moines and Pleasant Hill including the Wastewater Reclamation Facility.	TBD

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines 2	Comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Community Development Department	Engineering Department	Existing Resources	N/A	Availability of Flood Insurance to residents and businesses in the City and proactive management of any future development in floodplain areas to minimize risk.	Ongoing
Des Moines 3	Construct safe room(s) at Des Moines Municipal Housing Agency's multi-family units	Space constraints	Housing Service Department	Engineering Department	City General Operating Fund / Disposition Proceeds	TBD	Reduce injuries and property damage	TBD
Des Moines 4	Harden single family home scattered site Public Housing units	Space constraints	Housing Service Department	Engineering Department	City General Operating Fund / Disposition Proceeds	TBD	Reduce injuries and property damage	TBD
Des Moines 5	Treatment and removal of ash trees in response to onset of Emerald Ash Borer (EAB)	EAB insect has been discovered in the city. Cost and logistics of treatment and removal.	Public Works Department	MidAmerican Energy Corp. and Tree Des Moines TreeKeepers	City General Operating Fund, Storm Water Utility Fund	\$9.6 million	Avoid excess rainfall runoff	7 Years
Des Moines 6	Des Moines River Flood Mitigation Improvements - Flood protection system improvements (levees, floodwalls, pump stations, etc.) to maintain FEMA accreditation despite increased flows identified in 2011 Des Moines River Regulated Flow Frequency Study.	USACE permitting, Funding	Public Works Department	USACE	Stormwater Utility, USACE, Iowa Flood Mitigation Program	\$71.7 million	Impacts FEMA accreditation of three City of Des Moines operated Corps of Engineer levees that protect the downtown area.	5 Years
Des Moines 7	Hamilton Drainage Area Stormwater Improvements - Storm sewer conveyance improvements to increase storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns.	None Identified	Public Works Department	None Identified	Stormwater Utility	\$23 million	Improvements to be designed to reduce risk of property damage due to flash flooding up to the 1% annual chance flood event	5+ Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines 8	Leetown Creekway Stormwater Improvements - Increased storm sewer capacity between University Avenue and Dean Avenue and channel improvements from south of Dean Avenue to confluence with Fourmile Creek.	None Identified	Public Works Department	None Identified	Stormwater Utility	\$7.8 million	Improvements to be designed to reduce risk of property damage due to flash flooding up to the 1% annual chance flood event	1 Year
Des Moines 9	Closes Creek Stormwater Improvements - Increase storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns	None Identified	Public Works Department	None Identified	Stormwater Utility	\$24.2 million	Improvements to be designed to reduce risk of property damage due to flash flooding up to the 1% annual chance	5 Years
Des Moines 10	Crawford Creek Stormwater Improvements - Increased storm sewer capacity and/or construct detention/G.I. to reduce identified flood risk concerns	None Identified	Public Works Department	None Identified	Stormwater Utility	\$6 million	Improvements to be designed to reduce risk of property damage due to flash flooding up to the 1% annual chance	5 Years
Des Moines 11	Sanitary Sewer Separation Projects - Install storm sewer to eliminate CSO's that discharge sanitary water to the river	None Identified	Public Works Department	None Identified	Stormwater Utility and Sanitary Sewer Fees	\$68.9 million	Eliminates discharges of raw sanitary sewer water to the river	5 Years
Des Moines 12	City-wide Small Watershed Flood Mitigation Projects - Identify and construct projects that increase storm sewer capacity and/or construct detention/G.I. to reduce flood risk concerns	None Identified	Public Works Department	None Identified	Stormwater Utility	\$10 Million	Improvements to be designed to reduce risk of property damage due to flash flooding up to the 1% annual chance	Ongoing
Des Moines 13	Storm Water Pump Station Rehabilitation - Updates to pump stations to provide resiliency	None Identified	Public Works Department	None Identified	Stormwater Utility	\$8.4 million	Improvements to update pump stations and provide resiliency	3 Years
Des Moines 14	Voluntary acquisition and demolition of all single and two-family residential structures in the floodplain and repetitive loss properties. Estimated 220 structures would be acquired.	Owner resistance, Funding	Engineering Department	Community Development Department	HMGP, FMA, PDM, RFC, CDBG, Local funds, State funds	\$30+ million	Reduce injuries and property damage and increase CRS Score	15+ Years



Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines 15	Revise Floodplain Development regulations to increase freeboard height, implement compensatory fill, and limit enclosures in the floodplain.	Developer resistance, resistance from property owners currently in floodplain	Engineering Department	Community Development Department	Existing Resources	N/A	Reduce injuries and property damage and increase CRS Score	1 Year
Des Moines 16	Construct safe room in new fire station(s)	Need new building	CMO/Facilities	Fire Department	General Fund	>\$250,000 each	Place of safety in case of storms - within Critical Facility	Ongoing
Des Moines 17	Generator for new fire station(s)	Need new building	CMO/Facilities	Fire Department	General Fund	\$250,000 each	Backup power for Critical Facility	Ongoing
Des Moines 18	Construct safe room in new City Hall Annex	Need new building	CMO/Facilities	Information Technology	General Fund	>\$250,000	Place of safety in case of storms - within Critical Facility. This is a critical communications facility/data center supporting government, school, utility, public safety, and medical services in Des Moines.	5 year
Des Moines 19	Generator and 72-hour fuel storage for new City Hall Annex	Need new building	CMO/Facilities	Information Technology	General Fund	\$250,000	Backup power for Critical Facility. This is a critical communications facility/data center supporting government, school, utility, public safety, and medical services in Des Moines.	5 year
Des Moines 20	Building inventory for Fire Dept. community risk assessment / analysis	Funding	Fire Department	Information Technology	Existing Resources	\$100,000	Reduce injuries and property damage	Ongoing
Des Moines 21	Regional NextGen 911 data improvements	None Identified	Information Technology	Polk County EMS, Westcom	NextGen 911 Grant	\$36,000 Annually	Preparation for statewide migration to NG911 location-based call routing / dispatching.	Ongoing

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines 22	Damage assessment data collection tools and standard operating procedures during and after emergency events	Funding / Resources / Communication	Information Technology	Community Development, Other Jurisdictions	Existing Resources	TBD	Provide better communication and assistance to public and other jurisdictions during emergency events.	Ongoing
Elkhart 1	Construct safe room at Elkhart Memorial Park	Need new building	Mayor	Community	PDM, HMGP, Community donations	TBD by Engineer	Safety of residents	5 Years
Elkhart 2	Construct safe room in NEW fire station	Looking for suitable location	Mayor	Fire Grants, Community	PDM, HMGP, Grants, Community Donations	>\$250,000	Place of safety in case of storms	5 Years
Elkhart 3	Generator for new fire station	Cost	Mayor	Community	HMGP 5%, City funds, Donations	<\$250,000	Safe room heat in Winter	5 Years
Elkhart 4	Generator at city water plant	Cost	Mayor	Community	HMGP 5%, Community funds	<\$250,000	Loss of water source for fires	2 Years
Elkhart 5	Construct safe room at Elkhart Community Center	Cost	Mayor	Community	PDM, HMGP	TBD by Engineer	Place of safety in case of storms	5 Years
Grimes 1	Construct safe room at existing facilities	Cost	City Administration	None	PDM, HMGP	TBD by Engineer	Injury or death of community members unable to find shelter	3 Years
Grimes 2	Generators at City Hall	Costs	City Administration	None	HMGP 5%	<\$250,000	City services being interrupted	3 Years
Grimes 3	Generator at fire station	Costs	City Administration	None	HMGP 5%	<\$250,000	Delay in emergency response, freeze damage to equipment	3 Years
Grimes 4	Warning siren northeast and southwest areas of city	Securing property and power supply	City Administration	None	HMGP 5%	<\$250,000	Providing residents advanced warning of an approaching storm	18 months
Grimes 5	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Floodplain Manager	IDNR, FEMA	Existing Resources	N/A	Regulation of future construction in floodplain areas and availability of flood insurance in City limits	Ongoing

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Grimes 6	Update existing warning sirens to be compatible with single siren activation	None Identified	City Administration	None	HMGP	TBD by Engineer	Communication of risk to residents	5 years
Johnston 1	Update outdoor warning system	Funding	Public Safety	Iowa Homeland Security and Emergency Management; Polk County Emergency Management		TBD	Improve the City's ability to provide outdoor warning of severe weather, enabling residents to take life-saving action.	5 Years
Johnston 2	Construct Detention Basin Northglenn Neighborhood West of Merle Hay Road	Funding	Public Works	Iowa Homeland Security and Emergency Management; Polk County Emergency Management	Storm Water Utility	\$3.2 Million	Detain storm water flows to mitigate storm sewer flow downstream.	5 Years
Johnston 3	Extend 72" Storm Sewer Pipe under Johnston Drive	Funding	Public Works	Iowa Homeland Security and Emergency Management; Polk County Emergency Management	Storm Water Utility	TBD	Protect roadway from flooding. Johnston Drive is a detour route for Interstate 35/80	5 years
Johnston 4	Construct flood control structure on Johnston Drive	Funding	Public Works	Iowa Homeland Security and Emergency Management; Polk County Emergency Management	Storm Water Utility	TBD	Protect Businesses along NW Beaver Drive from back water flooding.	5 years
Johnston 5	Multi-purpose Safe Room at Lew Clarkson Park	Cost	Parks Department	None Identified	PDM, HMGP	TBD	Life/Survivability	5 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Johnston 6	Continue to work with Iowa DOT to eliminate flooding at Northwest Beaver Drive (water impounded since the 2008 flood may be affecting the water table and may be polluted)	Inter-governmental cooperation	Community Development	DOT, Army Corp of Engineers	Existing Staff Resources, HMGP, PDM, FMA	<\$250,000	Reduce or eliminate property damage, maintain roadways lost due to flooding	5 Years
Johnston 7	Conduct flood impact study on Merle Hay and Beaver Creek area	Costs	Community Development	DOT, Army Corp of Engineers	PDM if it results in projects	<\$250,000	Reduce or eliminate property damage, maintain roadways lost due to flooding	5 Years
Johnston 8	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Floodplain Manager	IDNR, FEMA	Existing Resources	N/A	Mitigate damages to new development in flood prone areas as well as allow residents and businesses to purchase flood insurance.	Ongoing
Mitchellville 1	Improve ditch and culvert drainage in northwest part of town	None provided.	None provided.	Iowa Homeland Security and Emergency Management	Bond funds, CDBG, HMGP, PDM	TBD by engineer	Prevent flooding to nearby outbuildings and basement in nearby residences	1 Year
Mitchellville 2	Backup power generator for police/fire station	None provided.	None provided.	Iowa Homeland Security and Emergency Management	General Funds, Blake Trust Account, HMGP 5%	\$30,000	Provide backup power to police/fire critical services	2 Years
Mitchellville 3	New roof for police/fire station	None provided.	None provided.	None	Blake Trust Account	\$5,000	Avoid additional damages to structure and contents	1 Year
Mitchellville 4	Re-wiring the electrical system for police/fire station	None provided.	None provided.	None	General Fund, Blake Trust Account	\$3,500-\$4,000	Needs to be completed before generator can be installed	1 Year
Mitchellville 5	New siren on east edge of town	None provided.	None provided.	Iowa Homeland Security and Emergency Management	General Funds, HMGP 5%	\$20,000	Provide advanced outdoor warning for citizens to take shelter	1 Year

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Mitchellville 6	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None provided.	None provided.	IDNR, FEMA	Existing Resources	N/A	Mitigate damages to new development in flood prone areas as well as allow residents and businesses to purchase flood insurance.	Ongoing
Pleasant Hill 1	Generators for lift stations: 6400 Southeast 6th Street; Northeast 80th Street; Vandalia Road; Harbor Lake Drive, and Southeast 60th Street	Not all lift stations lifted are actively in use, budget & time restraints	City Public Works	City Council, City Manager	Capital Improvement Plan Funds, HMGP 5%	\$40,000 per generator	Reduce physical damage to structures	1 Year
Pleasant Hill 2	Flood mitigation planning elevation of southeast connector so water passes underneath - current road is in flood zone	Time & budget restraints	City of Des Moines City Manager	City Council, City Manager, City of Des Moines	N/A, PDM if results in a fundable project	\$100 million for entire project	Flooding potential is reduced and potential damage to structures is minimized	5 Years
Pleasant Hill 3	Creation of storm water utility (with taxing and bonding authority) Explore increase to utilities fees to complete storm water utilities.	Politically & Socially difficult to increase user fees	Newly Created Stormwater Utility Agency	Stormwater coordinator, City council, Community development	N/A	\$40-50,000	Stormwater system is kept current to avoid any losses due to flooding, backups, or other stormwater related issues	2 to 5 Years
Pleasant Hill 4	Relocation of and construction of new fire station	Time, Budget restraints	City Fire	City Fire, City Council, Funding sources	Capital Improvement Plan Funds	TBD by engineer	More adequate services for fire employees could produce faster response times, better equipment storage, loss of life, prevention of damages	3 Years
Pleasant Hill 5	Relocation of gas pumps for city vehicles which are in flood zone	Land acquisition	Public Works	City Council	HMGP, FMA, PDM	TBD by engineer	Provide continued access to public vehicles during an emergency event	3 Years
Pleasant Hill 6	Safe room incorporation into new city facilities / construction	time and budget restraints	Community Development	City Council, City Staff, funding agencies	HMGP, PDM	TBD by engineer	Minimize loss of life	N/A

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Pleasant Hill 7	Regional detention facility at northeast 80th Street	time and budget restraints	City Public Works	Regional entities, City Council, City Manager	N/A	\$4 million	reduce flooding risks and potential damage to structures	1 Year
Pleasant Hill 8	Enhance combined development of Des Moines Area Regional GIS Partnership	time restraints, skill capabilities & financial resources	Community Development, City of Des Moines IT	Metro Cities, Des Moines IT	City Budget, HMGP 5%	<\$250,000	Provide accurate and reliable data for emergency professionals to provide immediate and successful responses	5 Years
Pleasant Hill 9	Construction of new culvert at Little Four Mile Creek Drive 4400 block	time and budget restraints	Department of Public Works	City Engineer	HMGP, FMA, PDM	\$1.5 Million	reduce flooding risks and potential damage to structures	Ongoing
Pleasant Hill 10	Pursue remedial flood mitigation actions associated with the South East Des Moines (SEDM) Levee, US 65	time and budget restraints	Iowa DOT, USACE and others TBD	City Council	PDM, HMGP	TBD	reduce flooding risks and potential damage to structures	TBD
Pleasant Hill 11	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Floodplain Manager	IDNR, FEMA	Existing Resources	N/A	Mitigate damages to new development in flood prone areas as well as allow residents and businesses to purchase flood insurance.	Ongoing
Pleasant Hill 12	Flood way buyout program	Funding	TBD	FEMA	FEMA	TBD	Eliminate buildings within known flooding areas	2019 and Beyond
Pleasant Hill 13	Construction of Storm Water Detention Basins, Buffer Strips, and Channel Improvements to Fourmile Creek through the Fourmile Creek Watershed Authority	Funding	City Public Works	15 Watershed Authority members, including Cities, Counties, and Soil Conservation Districts.	State Grants, Local funds, HMGP	TBD	Mitigate damages caused by flooding by providing stormwater detention and channel improvements	Ongoing

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Pleasant Hill 14	Construction of Storm Water Detention Basins, buffer Strips, and Channel Improvements to Four Mile Creek watersheds through the Watershed Authority	Funding	City Public Works	11 Watershed Authority members, including Cities, Counties, and Soil Conservation Districts.	State Grants, Local funds, HMGP	TBD	Mitigate damages caused by flooding by providing stormwater detention and channel improvements	Ongoing
Pleasant Hill 15	Management of Stream Buffers - along creek beds / river beds	Funding	Parks/Public Works	Corps of Engineers, DNR	FEMA, General Fund, Strom Water Utility Fund, Fed/State Grants	TBD	Public Safety, reduced flooding	Ongoing
Pleasant Hill 16	Construction of new box culvert at Parkridge Ave across from the Cemetery	time and budget restraints	Department of Public Works	City Engineer	HMGP, FMA, PDM	\$1.5 Million	reduce flooding risks and potential damage to structures	Ongoing
Polk City 1	Safe Room for: police department/fire department/ community center/city hall/ visitors at area lakes	Funding	City Administration	None Identified	City General Fund, Safe Room Grant, HMGP, PDM	TBD by engineer	Provide refuge for life safety during tornado events	10 Years
Polk City 2	Safe room for sports complex	Funding	City Administration	None Identified	City General Fund, Safe Room Grant, HMGP, PDM	TBD by engineer	Provide refuge for life safety during tornado events	10 Years
Polk City 3	Advocate for structural enhancements to Mile Long Bridge to bring to current DOT standards	Not within our jurisdiction	City Administration	None Identified	Iowa DOT, US DOT	N/A	Mitigate interruption of this key access point	Ongoing
Polk City 4	Raise levee elevation for sewer treatment facility on East Broadway Street	Funding	City Administration/ Public Works	None Identified	City	TBD by engineer	Mitigate potential flood damage to sewer treatment facility	15 years
Polk City 5	Advocate for expanding pumping capacity for sewer treatment facility pumping to Saylorville Reservoir	Not within our jurisdiction	City Administration/ Public Works	None Identified	N/A	N/A	Mitigate flood damages caused by sewer backup	Ongoing

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Polk City 6	Raise wellheads and associated electrical for Polk City Well Field on North 3rd Street and East Northside Drive	Funding	City Administration/ Public Works	None Identified	City	TBD by engineer	Mitigate potential damage to wellheads and electrical components from flooding	5-10 Years
Polk City 7	Storm sirens at Hugg Drive and Westside Drive	Funding	City Administration/ Public Works	None Identified	City	TBD by engineer	Provide advance outdoor warning of severe weather to allow residents to take shelter	5 Years
Polk City 8	Lining of public sewers to mitigate infiltration of the main pump.	Funding	City Administration/ Public Works	None Identified	City	TBD by engineer	mitigate damage to the pump as well as damages that could occur if pump is non- operational	5 Years
Polk City 9	Culvert at N 3rd -Bedshed Drive to mitigate water running over the road flooding buildings	Funding	City Administration/ Public Works	None Identified	City	TBD by engineer	Mitigate water going over the road	5 Years
Polk City 10	Join the National Flood Insurance Program	Staff Time	City Administration	Iowa Dept. of Natural Resources	N/A	N/A	This will enhance the City's ability to regulate development in floodplain areas as well as allow residents and businesses to purchase flood insurance	1 Year
Runnells 1	Backup power generator for community center at 108 Brown Street	Funding	Mayor's Office		HMGP 5%	\$30,000	Provide alternate power during power outages for community center which can be used during various hazard events such as extreme cold, extreme heat, etc.	1 Year
Runnells 2	Document electronic backup for city critical documents	Time constraint Funding	Mayor's Office	Summit- software programs	General Funds	TBD	Provide for continuity of government if primary documents are lost	1 Year
Runnells 3	Development of new lagoon at sewer station to mitigate overflow in high rains	Funding	Mayor's Office	Msa Professionals Des Moines Water Works	Sewer funds, CDBG grants	\$250,000	Prevent overflow of sewage during flash flooding. This may also help prevent sewer backup in basements.	5 years



Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Runnells 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Floodplain Manager	IDNR, FEMA	Existing Resources	N/A	Mitigate damages to new development in flood prone areas as well as allow residents and businesses to purchase flood insurance.	Ongoing
Urbandale 1	Oxbow Construction	None	Engineering & Public Works	IDNR	GOB	\$100,000	Reduces Flooding & Water Quality	On-going
Urbandale 2	Flood way buyout program	Funding	TBD	FEMA	FEMA	\$6,752,124	Eliminate buildings within known flooding areas	2019 and beyond
Urbandale 3	Buyout Property Redesign Program	Funding	Engineering & CD	FEMA	FEMA	TBD	Lessen the impact of storm waters to eliminate/reduce flash flooding.	2019
Urbandale 4	Police Station Expansion and Fleet Storage	Funding	Engineering & Public Works	None	TBD	\$3,827,000	Adequate space in building/quicker response in inclement weather	Next 5 years
Urbandale 5	Police Station - Douglas Entrance	Solution identification	Engineering & Public Works	None	HMGP	TBD	Prevent flooding of building	ASAP
Urbandale 6	Fire: Rescue Truck Replacement	None	Fire	None	GOB	\$525,000	Replacement of truck that has reached the end of useful life	2024
Urbandale 7	Fire: Truck Replacement	None	Fire	None	GOB	\$550,000	Replacement of truck that has reached the end of useful life	2021

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Urbandale 8	Fire: Truck	None	Fire	None	GOB	\$522,673	Needed fire apparatus for new station opening Fall of 2019	2019
Urbandale 9	Fire: Tender	None	Fire	None	GOB	\$250,000	Needed to supply water in areas not serviced by city water mains	TBD
Urbandale 10	Looped Fiber Connection Between City Facilities	None	Technology	None	Capital Project Fund (Interest)	\$450,000	Provides redundant fiber connections	2019 - 2021
Urbandale 11	Phone and Network Upgrade	None	Technology	None	Capital Project Fund (Interest)	\$347,500	Replacing the City's antiquated phone system	2019
Urbandale 12	Drainage Improvements- Various Locations	None	Engineering & Public Works	None	Storm Water Utility Fund	\$1,250,000	Replacement of problematic storm sewer/drainage areas	On-going
Urbandale 13	Intake Rebuilding	None	Engineering & Public Works	None	Storm Water Utility Fund	\$750,000	Provides for the rebuilding of failed intakes	2019-2021
Urbandale 14	Aurora Avenue Railroad Crossing	None	Engineering & Public Works	None	TIF	\$74,000	Improves safety of this railroad crossing	2020
Urbandale 15	Hickman Road at 128 <sup>th</sup> Street	None	Engineering & Public Works	City of Clive, IDOT	GOB/City of Clive/ICAAP/Traffic Safety/IA DOT	\$3,500,000	Improves safety and capacity for this intersection	2020
Urbandale 16	Interchange Modifications and Collector Distributor Connections- Interstate 35/80 and Highway 141 / NW Urbandale Drive / Meredith	None	Engineering & Public Works	IDOT	IDOT	\$55,000,000	Improves safety and capacity of Interstate and on/off ramps	2030
Urbandale 17	100th Street Interchange at I-35/80	None	Engineering & Public Works	IDOT	TIF	\$3,500,000	Improves safety and capacity of Interstate and on/off ramps	To be completed in 2019
Urbandale 18	72 <sup>nd</sup> Street Replacement with Storm Sewer	None	Engineering & Public Works	None	Road Use Tax/Storm Water Utility	\$1,900,500	Replacement of a 25' Street and inadequate storm sewer	2019
Urbandale 19	104 <sup>th</sup> Street with Storm Sewer	None	Engineering & Public Works	None	TIFF/Storm Water Utility/Private Funding	\$4,520,200	Reconstruction of road to include storm sewer	2019

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Urbandale 20	Battery Backup Signalization	None	Engineering & Public Works	IDOT	Road Use Tax/IDOT TS Grant	\$91,000	Will allow traffic signals to operate during power outage improving safety	2020
Urbandale 21	Water Main Projects	None	Urbandale Water Utility	None	Water Revenue	\$3,209,600	Improved needed fire flows	2019 - 2024
Urbandale 22	Warning siren at Alice's Road	None	EP	None	Operating budget	\$23,500	Outdoor warning	2019
Urbandale 23	Traffic Signal Battery Back up	None	Engineering & Public Works	None	Operating budget	\$15,900	Safety	2019
Urbandale 24	Storm Sewer inflow elimination program	None	Engineering & Public Works	USSD & UWHSD	Operating budget	\$1,000,000	Backup Prevention	On-going
Urbandale 25	Storm water grant programs	None	Engineering & Public Works	Residents	Operating budget	\$100,000	Stream Bank Protection	On-going
Urbandale 26	Storm shelters in Public Parks	Funding	Parks	None	Operating budget/CIP	TBD	Provide shelter for those in the parks when there is severe weather	2020 and beyond
Urbandale 27	Creek Bank Stabilization	Funding	Parks	FEMA	FEMA/Operating Budget	TBD	Lessen the impact of erosion on the creek banks	2019 and beyond
Urbandale 28	Community Scholarship for swimming lessons	Funding	Parks	None	Unknown	TBD	Decrease the possibility of drowning following flooding events	2019 and beyond
Delaware Township 1	Standby Generator Installation	Funding	Fire Department	None	Grants	\$25,000	Allow for continued FD operations during lack of grid power	5 years
Delaware Township 2	Township Plow Purchase	Funding	Township	None	General Fund, Grants	\$10,000	Allow for continued FD operations during winter storms. Also long term cost savings over using contractor for township owned property snow removal	TBD
West Des Moines 1	Elevation of I-35 Bridge over Raccoon River and Highway 28 Bridge over Raccoon River to mitigate washout	Cost	Iowa DOT	None	N/A	TBD by engineer	Closure of critical regional transportation route	6 years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
West Des Moines 2	Pursue remedial flood mitigation actions associated with the Southeast Des Moines (SEDM) Levee, US 65	Cost	Iowa DOT, USACE, and others TBD	Non	PDM ,HMGP	TBD	Closure of critical regional transportation route	TBD
West Des Moines 3	Lining of public sewers in the Valley Junction Area to mitigate infiltration at the Main Pump-2 Phases	Cost, workload	Department of Public Works	EPA, IDNR	PDM, HMGP	\$810,000 / Phase 1 \$785,000 / Phase 2	Property damage due to sewer backup. Capacity deficiencies at WWTP.	1 Year
West Des Moines 4	Lining of public sewers in the Fairmeadows Creek Area to mitigate infiltration of the main pump	Cost, workload	Department of Public Works	EPA, IDNR	PDM,HMGP	\$2.3 million	Property damage due to sewer backup. Capacity deficiencies at WWTP.	5 Years
West Des Moines 5	Incorporate and adopt recommended ASCE Flood Resistant Design and Construction Guidelines into City Building Code and Floodplain Management section of City Code (Title 9, Ch. 12)	None	Development Services, Engineering Services	ASCE, FEMA, ICC, IDNR	Existing Resources	N/A	Reduction in potential property value losses from flooding and climate events. Social cohesion of communities through DFE.	1 Year
West Des Moines 6	Design MidAmerican Energy RecPlex to function as an essential facility (evacuation center) during emergency response. Classify as a Flood Design - Class 4. Ensure connection to roadway, loading dock and primary structure are built at ASCE Design Flood Elevation guidelines. Harden building elements to provide storm shelter for building and recreational field users.	Cost, Existing Development Review Process	Development Services, Engineering Services, WestCom	ASCE, FEMA, ICC, PDM, HMPG	General Funds	TBD	Establishment of a critical facility during storm events and hazards for a large amount of residents.	1 Year
West Des Moines 7	Map and buffer Tier II facilities within City and adjacent to City perimeter. Develop emergency response and subsequent evacuation routes for HAZMAT incidents based on these mappings.	None	Development Services, Engineering Services	FEMA, Polk County	Existing Resources, PDM	N/A	Increased interdepartmental and intergovernmental cooperation during a critical event.	1 Year

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
West Des Moines 8	Implement recommended storm water improvements from the Westown-PCP drainage study.	Existing Infrastructure	Engineering Services	Unknown	PDM	TBD	Reduction in potential property and life safety losses due to poor planning and flood water anticipation. Movement towards zero-discharge watershed region.	3 Years
West Des Moines 9	Installation of ice protection structures at regional radio communications infrastructure sites.	Cost	Westcomm	Unknown	General Funds, 911 Surcharge	\$20,000 per site times five (5) sites (\$100,000 Total)	Reduction in potential property and life safety losses due to damage to critical communications infrastructure.	3 Years
West Des Moines 10	Incorporate and adopt recommended ASCE Flood Resistant Design and Construction Guidelines into City Building Code and Floodplain Management section of City Code	None	Development Services, Engineering Services	ASCE, FEMA, ICC, IDNR	Existing Resources	N/A	Reduction in potential property value losses from flooding and climate events. Social cohesion of communities through DFE.	1 Year
West Des Moines 11	Develop evacuation routes for hazard incidents, flooding incidents, and serve weather incidents.	None	Development Services, Engineering Services	FEMA, Polk County	Existing Resources, PDM	N/A	Increased interdepartmental and intergovernmental cooperation during a critical event.	1 Year
West Des Moines 12	Map Tier II facilities within City and adjacent to City perimeter.	None	Development Services, Engineering Services	FEMA, Polk County	Existing Resources, PDM	N/A	Increased interdepartmental and intergovernmental cooperation during a critical event.	1 Year
West Des Moines 13	In conjunction with redevelopment, identify and implement storm water drainage improvement recommendations within the Blue Creek drainage basin.	Existing Infrastructure	Engineering Services	Unknown	PDM	TBD	Reduction in potential property and life safety losses due to poor planning and flood water anticipation. Movement towards zero-discharge watershed region.	3 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
West Des Moines 14	Enhance current floodplain management efforts by updating the Floodplain Management Ordinance, which includes new Flood Insurance Rate Maps, associated ordinance language approved by IDNR/FEMA, and increased requirements for City facilities including public services, emergency services, and similar structures that are critical to maintaining City functions in an emergency to be elevated a minimum of one (1) foot above the 500-year flood.	None	Development Services	IDRN, FEMA	PDM	N/A	Reduction in potential property and life safety losses due to poor planning and flood water anticipation.	Continuous
West Des Moines 15	SE Basins Stormwater Improvements (Valley Junction Area) approximate boundary: 19th St. & Woodland Ave. to Grand Ave. & Railroad Avenue to Lincoln St. & HWY 28 to Hwy 28 & Prospect Ave.	Funding, Cost, workload	Department of Engineering Services	None	Storm Sewer Fee Funds, City Bonds. Possible TIF Funds, Possible FEMA Funding	\$28,000,000	Reduce and protect from flooding and damage to commercial and residential properties and public infrastructure.	TBD
West Des Moines 16	NE Basins Stormwater Improvements (Valley Junction Area) approximate boundary: Hwy. 28 & N. of Ashworth Rd. to Hoak Dr. & IA Interstate RR to Office Park Road & 15th St. to Ashworth Rd. & 11th St. to Ashworth Rd. & 9th St. to Grand Ave. & 9th St. to Grand Ave. & 8th St. to 5th St. & Prospect Ave. to 5th St. & Vine St. to Hwy 28 & Vine St. to Hwy 28 & Lincoln St. to Walnut Creek Levee (Des Moines) to Hwy. 28 & N. of Ashworth Rd.	Funding, Cost, workload	Department of Engineering Services	Des Moines, USACE	Storm Sewer Fee Funds, City Bonds. Possible TIF Funds, Possible FEMA Funding	\$17,500,000	Reduce and protect from flooding and damage to commercial and residential properties and public infrastructure.	TBD

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
West Des Moines 17	Raccoon River - Bank Stabilization	Funding, USACE Permitting, Obtaining Easements	Department of Engineering Services	DNR, USACE, North Raccoon River WMC	Storm Sewer Fee Funds, City Bonds, Possible FEMA Funds	\$1,310,000	Reduce and protect from flooding and damage to Raccoon River Road and private and public properties.	5 Years
West Des Moines 18	Grand Avenue Stormwater Pump Station Near Raccoon River Dr.	USACE Permitting, Obtaining Easements	Department of Engineering Services	DNR, USACE, North Raccoon River WMC	Storm Sewer Fee Funds, City Bonds, Possible FEMA Funds	\$385,000	Reduce and protect from flooding and damage to Raccoon River Road and private and public properties.	2 Years
West Des Moines 19	Blue Creek Basins Stormwater Improvements ( 5 Basins)	Funding, Cost, workload	Department of Engineering Services	FEMA	Storm Sewer Fee Funds, City Bonds, Possible FEMA Funds	\$3,100,000	Reduce and protect from flooding and damage to commercial and residential properties and public infrastructure.	6 Years
West Des Moines 20	Iowa Interstate Railroad Bridge near Raccoon River Park Entrance and Raccoon River Park Soccer Complex Culvert	Funding, Cost, Workload, Railroad requirements.	Department of Engineering Services	U. P. Railroad	Storm Sewer Fee Funds, City Bonds, Possible FEMA Funds	\$1,230,000	Reduce and protect from flooding and damage to railroad tracks and public infrastructure.	5 Years
West Des Moines 21	Fairmeadows Creek - 27th & Vine Culvert	None	Department of Engineering Services	None	Storm Sewer Fee Funds, City Bonds. Possible TIF Funds,	\$640,000	Reduce and protect from flooding and damage commercial and residential properties and public infrastructure.	2 Years
West Des Moines 22	Walnut Creek Watershed Management Authority Misc. Projects	None	Department of Engineering Services	Walnut Creek WMA, USACE	Storm Sewer Fee Funds, City Bonds, Possible FEMA Funds	\$150,000	Reduce and protect from flooding and damage commercial and residential properties and public infrastructure.	2 Years
West Des Moines 23	62nd & Railroad Ave Sanitary Sewer Gate Structure Replacement	Funding, workload	Department of Engineering Services	EPA, IDNR, WRA	Sanitary Sewer Fee Funds, City Bonds.	\$400,000	Protect from property damage due to sewer backup during heavy rains and flood events	2 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
West Des Moines 24	8th Street Reconstruction - I-235 to Clegg Road	Funding, cost, workload	Department of Engineering Services / Iowa DOT	IDOT, FHWA, MPO	Gas Tax Funds, City Bonds, Possible TIF Funds, Possible STPBG Funds	\$4,615,000	Reduce traffic accidents and congestion. Improved safety for 8th Street access to I-235.	6 Years
West Des Moines 25	S. 88th Street Railroad Crossing improvements- Near Raccoon River Drive	Funding, cost, workload	Department of Engineering Services	IDOT, U. P. Railroad	Gas Tax Funds, City Bonds, Possible DOT Traffic Safety Funds	\$725,000	Public Safety	3 Years
Windsor Heights 1	Install residential check valves at Washington Avenue and 70th Street	Funding	Sanitary Sewer District	None Identified	Sewer Fund	\$2,000 per home	Prevent water back-up in homes	1 Year
Windsor Heights 2	replace storm sewer intakes	None Identified	Department of Public Works	None identified	Stormwater Utility Fund	\$5,000 per intake	Improves flow of runoff	2 Years
Windsor Heights 3	Identify potential future shelter sites	Funding	Fire Department	None Identified	Department Salaries	<\$250,000	Life safety	5 Years
Windsor Heights 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	None Identified	Floodplain Manager	IDNR, FEMA	Existing Resources	N/A	Regulatory, Prevents flooding and property loss	Ongoing
Windsor Heights 5	Walnut Creek bank stabilization	Access to property	DPW/ Engineering	FEMA/DPW/ Contractors	HMGP, WIRB Grant	TBD by engineer	Erosion, Property loss	Ongoing
Des Moines Water Works 1	Upgrade Interior Drainage Pumping System inside the levee protected area at Fleur Drive Water Treatment Plant.	Lack of available funds.	DMWW Engineering Department	N/A	CIP or outside funding source currently unknown to DMWW.	\$900,000 in 2019 dollars.	Areas inside the ring levee flood during rain events when levee gates and storm water valves are closed. These improvements would mitigate interior flooding.	5 Years



Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines Water Works 2	Relocate grounds maintenance facility to the dry side of the levee system to reduce repetitive loss potential.	None Identified	DMWW Engineering Department	N/A	CIP	\$700,000 in 2019 dollars.	Recurrent property damage when existing grounds maintenance facility floods.	2 Years
Des Moines Water Works 3	Evaluate and repair flood gates located at the Fleur Drive Water Treatment Plant.	Lack of available funds for any major repairs.	DMWW Engineering Department	N/A	Operation budget for annual evaluation and CIP or outside funding source currently unknown to DMWW for completion of any required repairs.	TBD by engineer	Flooding of the treatment plant due to leakage at levee gate.	As Needed
Des Moines Water Works 4	Evaluation of ring levee protecting Fleur Drive Water Treatment Plant.	Lack of available funds for any major repairs.	DMWW Engineering Department	N/A	Operation budget for annual evaluation and CIP or outside funding source currently unknown to DMWW for completion of any required repairs.	TBD by engineer	Flooding due to leakage through or under levee.	As Needed
Ankeny Schools 1	Multi-purpose Safe Rooms District Wide	Cost	Safety Manager	None Identified	PDM, HMGP	TBD by engineer	Life/Survivability	6 Years
Ankeny Schools 2	Emergency HVAC Shut-Off	Cost	Safety Manager	JCI		TBD	Life/Survivability	2 Years
Ankeny Schools 3	Safety Film/Glass	Cost	Safety Manager	None Identified		\$10,000	Life/Survivability	2 Years
Ankeny Schools 4	Safety Film/Glass	Cost	Safety Manager	None Identified	PDM, HMGP	\$250,000	Life/Property	2 Years
Ankeny Schools 5	Back-up Facility Generators	Cost	Safety Manager	None Identified	PDM, HMGP	TBD by engineer	Network Systems/Vital Data	4 Years
Bondurant-Farrar Schools 1	Safety Glass	Funding	BFCSD District Office		LOST, PPEL, HMGP, PDM	\$50-100K	Life, Property	1-2 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Bondurant-Farrar Schools 2	Storm Safe Room at Anderson Elementary	Funding	BFCSD District Office		LOST, PPEL, HMGP, PDM	TBD by Architect/Engineer	Life/Survivability	5-10 Years
Dallas Center-Grimes Schools 1	Construction of safe rooms in existing or new school buildings	Funding	School Board	Iowa Homeland Security and Emergency Management, FEMA	LOST (Local Option Sales Tax), PPEL (Voted Equipment Levy), HMGP, PDM	\$1 Million to \$2 Million (TBD)	Life Safety	Ongoing
Des Moines Schools 1	DAS and repeaters- (Distributed antenna system) As Des Moines Public Schools becomes more energy efficient, cellular and radio communications are blocked within our buildings. In order to combat this, we need to add DAS antennas and repeaters. This improves communication capabilities for not only DMPS staff, but also all emergency responders.	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Technology and Operations department	HMGP, PDM, PPEL, SWP	\$4,520,345 for all schools	As school buildings become more energy efficient, cellular and handheld radio signals are blocked. This means if all network and power were lost, there would be no ability to communicate in each school. These antennas would allow staff and emergency responders to communicate in emergency situations	As funding is available
Des Moines Schools 2	Virtual, remote server farm service for disaster recovery due to flood, tornado, windstorm. Our servers are in a building that is in a flood plain. Our back-up system is downtown which also has the potential to flood. In order to recover from a disaster we need the ability to transfer all systems to a remote 3rd party.	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Technology and Operations department	HMGP, PDM, PPEL, SWP	\$750,000	Would allow the school district to quickly recover after disasters which would allow school to reopen more quickly. DMPS serves 33,000 students and 5000 staff.	As funding is available

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines Schools 3	Backup Generation at all of our schools and administrative offices	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Technology and Operations department	HMGP, PDM, PPEL, SWP	\$4.5 million	Would allow the school district to quickly recover after disasters which would allow school to reopen more quickly. DMPS serves 33,000 students and 5000 staff. Would allow the school district buildings to work as shelters in emergency operations where power is lost	As funding is available
Des Moines Schools 4	Construct new safe rooms at various elementary schools	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Operations Department	HMGP, PDM, PPEL, SWP	TBD by engineer	Life Safety of students and staff sheltered in safe room areas	
Des Moines Schools 5	Construct a multipurpose room as a safe room-Jefferson Elementary	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Operations Department	HMGP, PDM, PPEL, SWP	TBD by engineer	Life Safety of students and staff sheltered in safe room areas	5 Years
Des Moines Schools 6	Construct a multipurpose room as a safe room-Lovejoy Elementary	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Operations Department	HMGP, PDM, PPEL, SWP	TBD by engineer	Life Safety of students and staff sheltered in safe room areas	5 Years
Des Moines Schools 7	Construct a multipurpose room as a safe room-Studebaker Elementary	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Operations Department	HMGP, PDM, PPEL, SWP	TBD by engineer	Life Safety of students and staff sheltered in safe room areas	5 Years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Des Moines Schools 8	Construct a multipurpose room as a safe room-Wright Elementary	Funding	Iowa Homeland Security and Emergency Management Division, FEMA	Operations Department	HMGP, PDM, PPEL, SWP	TBD by engineer	Life Safety of students and staff sheltered in safe room areas	5 Years
Johnston Schools 1	Sprinkle facility at 6510 NW 62nd when repurposing the building	Funding	School Board	None other than city to meet fire codes	District facility budget	TBD by engineer	protect students and staff in the event of a fire	5 Years
Johnston Schools 2	Replace and upgrade of emergency communication radio system	Funding	School Board	City of Johnston	District budget	TBD by engineer	Communication during emergency event throughout district and with emergency responders	5Years
North Polk Schools 1	Conduct needs analysis and feasibility study for safe rooms at Central Elementary and North Polk Junior/Senior High School	Funding	DPW/School Board	N/A	Existing Staff Resources	<\$250,000	N/A	4 Years
Southeast Polk Schools 1	Contraction of Multi-purpose Safe Rooms District Wide	Funding	Building and Grounds Department	Polk County Emergency Management	PDM, HMGP, bonds, sales tax, PPEL	\$400,000 to \$1,000,000 per school	Life Safety of students and staff	2 to 10 years
Southeast Polk Schools 2	Double-entry systems in each school; bullet-resistant glass	Funding	District Office	Local law enforcement and Polk County Emergency Management	PPEL, At-Risk, SAVE, HMGP	\$1,000,000	Screening of would-be building occupants for greater safety of students and staff	2 years
Southeast Polk Schools 3	Internal and outward-facing electronic communications for emergency/disaster mitigation	Funding	District Office and Safety/Security Committee	Local law enforcement, fire, and EMS and Polk County Emergency Management	PPEL, At-Risk, SAVE, HMGP	\$25,000	Increased information, decreased response time, life safety of students and staff	5 years
Southeast Polk Schools 4	Emergency Radios--Cabinet Members (6)	Funding	District Office	Local law enforcement, fire, and EMS	PPEL, At-Risk, HMGP	\$5,000	Increased administrative communications when an outage occurs	1 year

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Southeast Polk Schools 5	Replace antiquated district surveillance cameras and install new systems in buildings without cameras	Funding	District Office and Technology Department	Local law enforcement, fire, and EMS	PPEL, At-Risk, HMGP	\$400,000	Life and safety of students and staff	5 years
Urbandale Schools 1	NOAA Weather Radios at District Buildings	Funding	Building and Grounds	None Identified	General Funds	\$1,000	Ensure information on watches and warnings issued is received by personnel at all bodings in district to take necessary measures to shelter students and staff and/or make decisions regarding modifications to dismissal	1 Year
Urbandale Schools 2	Move Generator from Middle School to Jensen Elementary	None	Building and Grounds	None Identified	General Funds	\$3,500	Provide back-up power in the event of outage	1 Year
Urbandale Schools 3	Implement Emergency Operations Plan	None	Administration	None Identified	General Fund	\$1,000	Comprehensive plan for multiple threats. Allows staff to be utilized effectively in the event of several types of emergency	1 Year
Urbandale Schools 4	Safe Room at New Elementary School	None	Administration	Stahl Construction/DLR Group	General Obligation Bonds	\$4M	Safe space for students and staff in the new elementary school	2 years
Urbandale Schools 5	"Safety Center" Electronic Safety Plan APP	Funding	Administration	None Identified	General Fund	\$5,000	App for Staff and students that creates a safety plan on their cell phone	1 Year
Urbandale Schools 6	Ballistic film and Glazing	Funding	Building and Grounds	None Identified	PPEL	\$30,000	Protection at Entrances	2 Years
Urbandale Schools 7	Digital Radios for District EOP Staff	None	Administrative	Electronic Engineering	PPEL	130k	District wide communication with connection to Westcomm	2 Years
Urbandale Schools 8	Internal Locking Capabilities at District Buildings	Scheduling/Funding	Building and Grounds	None Identified	PPEL	120k	Ability to lock classrooms from inside the classroom	2 years

Action ID	Mitigation Project / Activity Description	Obstacles to Implementing	Responsible Office	Partners	Potential Funding Source	Cost Estimate	Benefits	Timeline
Urbandale Schools 9	Sally Port at Karen Acres	None	Building and Grounds	Walsh Door	PPEL	\$7,500	Ability to control access to the School	1 year
Urbandale Schools 10	Sally Port at MS	None	Building and Grounds	Walsh Door	PPEL	\$7,500	Ability to control access to the School	1 Year
Urbandale Schools 11	Sally Port at HS	None	Building and Grounds	None Identified	PPEL	120k	Ability to control access to the School	3 Years
Urbandale Schools 12	Sally Port at Webster Elementary	None	Building and Grounds	None Identified	PPEL	\$80,000	Ability to control access to the School	3 Years
West Des Moines Schools 1	Installation of FEMA compliant safe rooms/areas in nine elementary school buildings.	Funding	School Board	FEMA, IA HSEMD	Sales Tax Proceeds, PPEL, Grants	TBD (Project Designer)	Protect lives of students at school buildings	5 Years
West Des Moines Schools 2	Installation of FEMA compliant safe rooms/areas in two Jr. High buildings and one Freshman High School.	Funding	School Board	FEMA, IA HSEMD	Sales Tax Proceeds, PPEL, Grants	TBD (Project Designer)	Protect lives of students at school buildings	5 Years
West Des Moines Schools 3	Installation of generator(s) to serve the FEMA compliant safe rooms/areas in nine elementary buildings.	Funding	School Board	FEMA, IA HSEMD	Sales Tax Proceeds, PPEL, Grants	TBD (Project Designer)	Protect lives of students at school buildings	5 Years
West Des Moines Schools 4	Installation of generator (s) to serve the FEMA compliant safe rooms/areas in two Jr. High buildings and one Freshman High School.	Funding	School Board	FEMA, IA HSEMD	Sales Tax Proceeds, PPEL, Grants	TBD (Project Designer)	Protect lives of students at school buildings	5 Years

Acronyms: DPW = Department of Public Works; CIP = Capital Improvement Plan; HMGP = Hazard Mitigation Grant Program; PDM = Pre-disaster Mitigation grant; FMA = Flood Mitigation Assistance; CDBG = Community Development Block Grant; TIF=Tax Increment Financing; GOB = General Obligation Bond; TBD = To Be Determined; PPEL = Physical Plant and Equipment Levy; SWP = Schoolwide Program

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

**4(g)**

**DATE: April 15, 2019**

**ITEM:**

Motion – Approving Amendment No. 2 to Professional Services Agreement  
South 88th Street & Mills Civic Parkway Reconstruction

**FINANCIAL IMPACT:**

The original Professional Services Agreement was awarded to HR Green, Inc. in the amount of \$399,000.00 for Basic Services and \$296,000.00 for Resident Consultant Services. Amendment No. 1 increased the Basic Services of the Consultant by \$120,000.00 and the Resident Consultant Services by \$60,000.00. Amendment No. 2 increases the Basic Services of the Consultant by \$13,000.00 and the Resident Consultant Services by \$9,000.00 for a total contract amount of \$897,000.00. All costs for these services will be billed at standard hourly rates plus expenses and can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Coachlight Drive Urban Renewal Area TIF.

**BACKGROUND:**

HR Green, Inc. is working under an existing Agreement dated August 6, 2018 and Amendment No. 1 dated October 1, 2018 to perform the professional services necessary for the reconstruction of Mills Civic Parkway from South 81st Street to South 91st Street as well as South 88th Street from Coachlight Drive to just south of Mills Civic Parkway. Amendment No. 2 includes additional Basic Services of the Consultant and Resident Consultant Services to accommodate the permanent relocation of existing traffic signal cabinets located near the southwest corner of the South 81st Street & Mills Civic Parkway intersection to the northeast corner of same intersection to support the adjacent Sammons Financial development. Costs for the proposed traffic signal cabinet relocation are tentatively slated to be handled via change order with the construction project.

Coordination is ongoing with MidAmerican Energy to relocate the electric transformers in the same general area. A proposal is currently being generated by MidAmerican Energy for the proposed transformer relocation and will be presented to City Council for approval at a later date.

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 Amendment No. 2 to the Professional Services Agreement for South 88th Street & Mills Civic Parkway Reconstruction.

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

**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>RA</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This AMENDMENT is made and entered into this 15th day of April, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc. (Fed. I.D. #42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated August 6<sup>th</sup>, 2018 and Amendment No. 1 dated October 1, 2018 as follows:

**1. SCOPE OF SERVICES**

The Scope of Services as described in the original Agreement for the S. 88<sup>th</sup> & Mills Civic Parkway Improvements (Project No. 0510-048-2018), Attachment 1 are amended as follows:

- a) Relocate existing traffic signal cabinets at the corner of Mills Civic Parkway and S. 81<sup>st</sup> Street from the Southwest quadrant to the Northeast quadrant.
- b) Coordinate with relocation of MidAmerican Energy transformers at same location.

**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 and as amended in Amendment No. 1.

	<u>Amended Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	\$519,000.00	\$13,000.00	\$532,000.00
II. Resident Consultant Services	<u>\$356,000.00</u>	<u>\$9,000.00</u>	<u>\$365,000.00</u>
<b>Total Services</b>	<b>\$875,000.00</b>	<b>\$22,000.00</b>	<b>\$897,000.00</b>

This AMENDMENT No. 2 is subject to all provisions of the original Agreement and Amendment No. 1. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

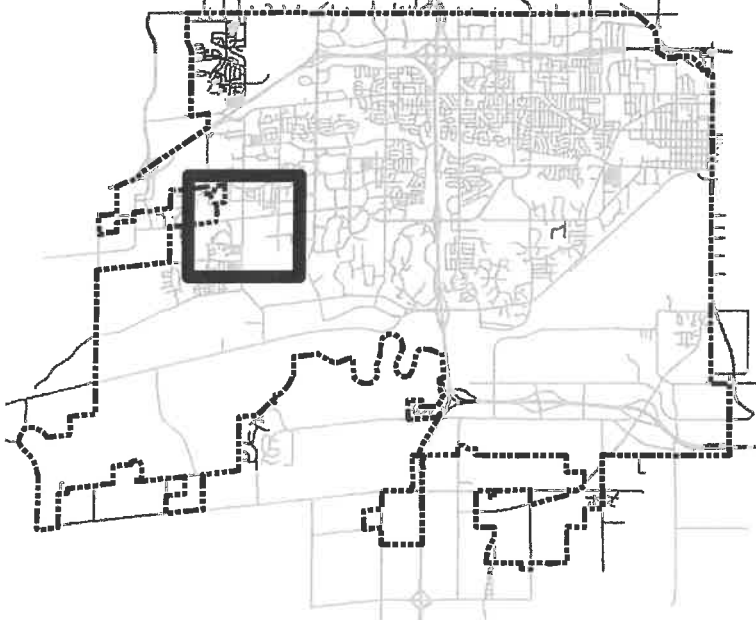
HR Green, Inc  
 BY:  4-8-19  
 David R. Dougherty, P.E.  
 President - Transportation

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





**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT: **South 88th Street and Mills Civic Parkway Reconstruction**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 9/26/2018

PROJECT NUMBER/NAME: 0510-048-2018

SHT. 1 of 1

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

**DATE:** April 15, 2019

**ITEM:** Motion – Approval of Change Order #2 – Raccoon River Park Softball Complex Drainage and Dugout Repairs

**FINANCIAL IMPACT:** Additional expense of \$9,970.00 to be paid from available funds in the Raccoon River Park CIP (G/L 500.000.000.5250.490, Project No. 0525 004.0510 031 2018).

**BACKGROUND:** This project was substantially complete last fall with final restoration this spring. Change Order #2 is for additional restoration items including improvements to the rock border around existing electrical transformers, installing new rock border around irrigation pump, and additional grading and sodding within the commons area. There is funding available for these additional services. The original contract amount was \$89,387.00 with one previous approved change order for \$7,699.75. This change order will result in a revised contract amount of \$107,056.75.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the change order.

**Lead Staff Member:** David Sadler, Superintendent of Parks *DS*

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation <i>SO by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
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 x  
 Consultant  
 Contractor x  
 Other \_\_\_\_\_

Contractor:


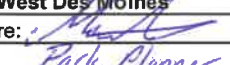
**Minturn Inc**  
**144 W Front Street**  
**Brooklyn, IA 52211**

Project Title	<b>Raccoon River Park Softball Complex Drainage and Dugout Repairs</b>	
Project # / G/L Account	<b>0510 031 2018 / 500.000.000.5250.490</b>	
Purchase Order Number	<b>2019-00000354</b>	
Orig. Contract Amount & Date	<b>\$89,387.00</b>	<b>10/1/18</b>
Change Order Number	<b>2</b>	
Date	<b>4/3/19</b>	

**THE CONTRACT IS CHANGED AS FOLLOWS:** Change order is for restoration of rock border around existing electrical transformers; installing new rock border around irrigation pump and additional grading and sodding of commons area.

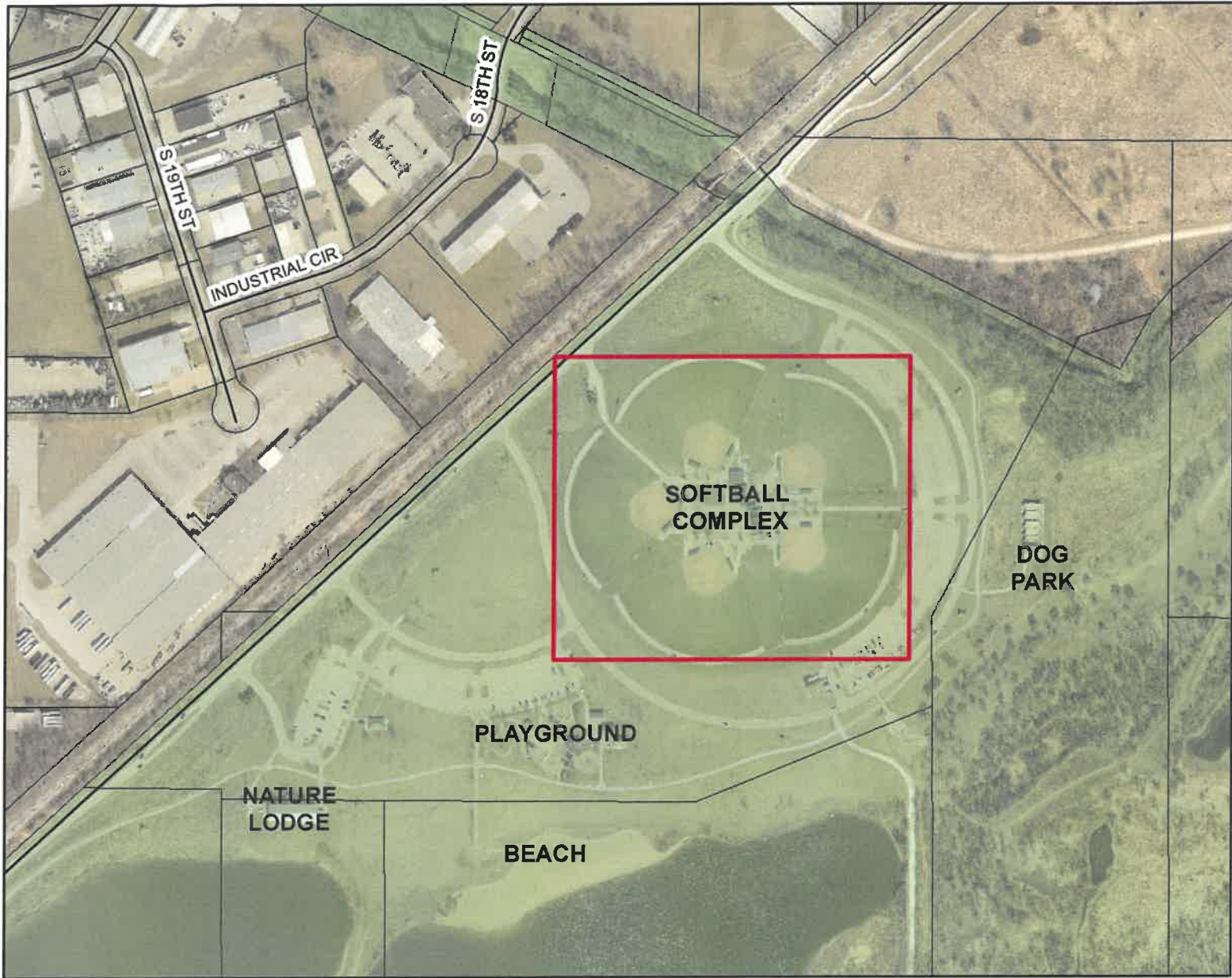
Item	Description	Unit	Unit Price	Estimated Quantity	Total
1	Additional rock and sod restoration	LS	\$9,970.00	1	\$9,970.00
<b>TOTAL</b>					<b>\$9,970.00</b>

<b>CHANGE ORDER SUMMARY</b>	
The Original Contract Sum was	\$89,387.00
Net Change by previously authorized Change Orders	\$7,699.75
The Contract Sum prior to This Change Order was	\$97,086.75
The Contract Sum will be <b>increased</b> by this Change Order in the amount of	\$9,970.00
<b>The new Contract Sum including this Change Order will be</b>	<b>\$107,056.75</b>
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)	19.77%
The Contract Time will be <b>changed</b> by	145 Days
The date of Final Completion as of the date of this Change Order therefore is	May 10, 2019

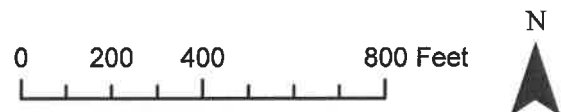
<b>Submitted By:</b> Minturn Inc	<b>Recommended By:</b>	<b>Checked By:</b> City of West Des Moines
Signature: 	Signature:	Signature: 
Name: Gregory J. Menke	Name:	Name: Park Planner
Title: Project Manager	Title:	Title: Marco Alvarez
Date: 4/9/19	Date:	Date: 4/10/19

**Owner: City of West Des Moines**

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



**VICINITY MAP**



**LEGEND**

Project Area



<b>PROJECT:</b>	<b>RACCOON RIVER PARK - DRAINAGE &amp; DUGOUT REPAIRS</b>		
<b>LOCATION:</b>	<b>RACCOON RIVER PARK - 2500 GRAND AVENUE</b>		
<b>DRAWN BY:</b>	<b>MAA</b>	<b>DATE:</b>	<b>8/30/2018</b>
<b>PROJECT NO.:</b>		<b>SHT.</b>	<b>1 of 1</b>

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

**DATE:** April 15, 2019

**ITEM:** Motion – Approval of Change Order #2 – Veterans Parkway Enhancements, Folded Flags

**FINANCIAL IMPACT:** Additional expense of \$6,500.00 to be paid from available funds in the Veteran's Parkway Enhancements CIP (G/L 500.000.000.5250.490, Project No. 0510 022 2017).

**BACKGROUND:** This change order is for a substitute material used on the face of the Folded Flags. The previous material (polycarbonate) was proven to not successfully vacuum form during the fabrication process. Impact modified acrylic DR is the proposed substitution and was proven to appropriately form. The additional cost represents the change in material. There is funding available for this change. The original contract amount was \$180,750.00 with one previous approved change order for \$14,630.00. This change order will result in a revised contract amount of \$201,880.00.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the change order.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

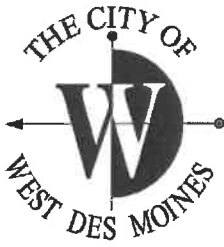
Department Director	Sally Ortgies, Director of Parks and Recreation <i>SO by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RA</i>

**PUBLICATION(S)** (if applicable)

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split



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

# CHANGE ORDER

**Distribution:**

Owner  x  
 Consultant  x  
 Contractor  x  
 Other \_\_\_\_\_

Contractor:

**Concrete Connection LLC**  
 5170 NW Beaver Dr  
 Johnston, IA 50131

Project Title	<b>Veterans Parkway Enhancements - Folded Flags</b>	
Project # / G/L Account	<b>0510 022 2017 / 500.000.000.5250.490</b>	
Purchase Order Number	<b>2019-00000481</b>	
Orig. Contract Amount & Date	<b>\$180,750.00</b>	<b>12/10/18</b>
Change Order Number	<b>2</b>	
Date	<b>4/9/19</b>	

**THE CONTRACT IS CHANGED AS FOLLOWS:** Substitute feature face panel material. Polycarbonate was proven to not successfully vacuum form during the fabrication process. Impact modified acrylic DR is the proposed substitution and was proven to appropriately form. The cost difference represents a difference in material.

Item	Description	Unit	Unit Price	Estimated Quantity	Total
2.01	Material change from polycarbonate to acrylic DR	LS	\$6,550.00	1	\$6,500.00
<b>TOTAL</b>					<b>\$6,500.00</b>

<b>CHANGE ORDER SUMMARY</b>	
The Original Contract Sum was	\$180,750.00
Net Change by previously authorized Change Orders	\$14,630.00
The Contract Sum prior to This Change Order was	\$195,380.00
The Contract Sum will be increased by this Change Order in the amount of	\$6,500.00
<b>The new Contract Sum including this Change Order will be</b>	<b>\$201,880.00</b>
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)	11.69%
The Contract Time will be unchanged by	0 days
The date of Final Completion as of the date of this Change Order therefore is	May 31, 2019

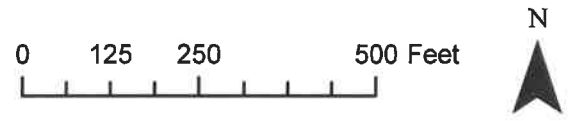
<b>Submitted By:</b> Concrete Connection LLC	<b>Recommended By:</b> Shive-Hattery	<b>Checked By:</b> City of West Des Moines
Signature:	Signature:	Signature:
Name:	Name: Emily Naylor	Name: Marco Alvarez
Title:	Title: Project Manager	Title: Park Planner
Date:	Date:	Date:

**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 _____



**VICINITY MAP**



**LEGEND**



PROJECT:	<b>VETERANS PKWY ENHANCEMENTS - FOLDED FLAGS</b>		
LOCATION:	<b>VETERANS PKWY AND BROWNS WOODS DR</b>		
DRAWN BY:	<b>MAA</b>	DATE:	<b>11/8/2018</b>
PROJECT NO.:		SHT.	<b>1 of 1</b>

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

**DATE: April 15, 2019**

**ITEM:**

Resolution - Ordering Construction  
Grand Avenue – South Jordan Creek Parkway to South 88th Street

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for Grand Avenue – South Jordan Creek Parkway to South 88th Street is \$6,455,659.20. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Mills Parkway Subdistrict #7 TIF Funds. Funds for the project are available in the FY 19-20 budget, but due to timing of the construction season, this project will begin on an accelerated schedule.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 1, 2019 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, May 6, 2019. The contract would be awarded on Monday, May 6, 2019 and work will begin shortly thereafter.

The project consists of construction of Grand Avenue from South Jordan Creek Parkway to South 88th Street. This first phase of construction will include grading and paving of the southern three (3) lanes of an ultimate six-lane urban divided roadway with median, associated storm sewer, reinforced concrete box culvert, sanitary sewer manhole adjustments, multi-use trail, joint utility trench, and other miscellaneous work. The second phase of construction will potentially take place later this construction season into Spring 2020 and will include grading for the northern three (3) lanes. Work on the second phase cannot be completed at this time due to permitting of potential wetland impacts. Close coordination with the proposed Des Moines University development, proposed MidAmerican Energy RecPlex project, and West Public Services Facility project is ongoing. Paving for the project is anticipated to be completed and open to traffic by November 15, 2019 with restoration to be complete by May 23, 2020.

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 Ordering Construction of Grand Avenue – South Jordan Creek Parkway to South 88th Street.
- Fixing 2:00 p.m. on Wednesday, May 1, 2019 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

*Bom for*

**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>RA</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



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

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

**Grand Avenue – South Jordan Creek Parkway to South 88th Street  
Project No. 0510-056-2018**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Olsson Associates of West Des Moines, Iowa and now on file in the office of the City Clerk.

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, May 6, 2019 with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, May 1, 2019.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, May 1, 2019 and the results of said bids shall be considered at a meeting of this Council on Monday, May 6, 2019 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this 15th day of April, 2019.

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Russ Trimble, Mayor Pro tem

ATTEST:

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Ryan T. Jacobson, City Clerk



## ENGINEER'S ESTIMATE - FINAL PLANS

**Client:** City of West Des Moines  
**Project:** Grand Avenue (South Jordan Creek Parkway to South 88th Street)  
**Project Number:** 0510-056-2018  
**Date:** 4/8/2019

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
<b>DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE</b>						
2.01	2010-108-C-0	CLEARING AND GRUBBING	LS	1	\$15,000.00	\$15,000.00
2.02	2010-108-D-1	TOPSOIL, ON-SITE	CY	12159	\$7.00	\$85,113.00
2.03	2010-108-E-0	EXCAVATION, CLASS 10	CY	3342	\$15.00	\$50,130.00
2.04	2010-108-E-0	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	178121	\$9.00	\$1,603,089.00
2.05	2010-108-G-0	SUBGRADE PREPARATION, 6 IN.	SY	6296	\$2.00	\$12,592.00
2.06	2010-108-G-0	SUBGRADE PREPARATION, 12 IN.	SY	22138	\$3.00	\$66,414.00
<b>DIVISION 4 - SEWERS AND DRAINS</b>						
4.01	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	871	\$60.00	\$52,260.00
4.02	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	117	\$75.00	\$8,775.00
4.03	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	52	\$100.00	\$5,200.00
4.04	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	2300	\$125.00	\$287,500.00
4.05	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 48 IN. DIA.	LF	162	\$235.00	\$38,070.00
4.06	4020-108-H-1	PRECAST PLUG, STORM SEWER, 24 IN. DIA., RCP CLASS III	EA	1	\$350.00	\$350.00
4.07	4020-108-H-1	PRECAST PLUG, STORM SEWER, 30 IN. DIA., RCP CLASS III	EA	1	\$400.00	\$400.00
4.08	4030-108-A-1	PIPE CULVERT, TRENCHED, RCP, 42 IN. DIA.	LF	240	\$200.00	\$48,000.00
4.09	4030-108-B-0	PIPE APRON, RCP, 36 IN. DIA.	EA	1	\$3,000.00	\$3,000.00
4.10	4030-108-B-0	PIPE APRON, RCP, 42 IN. DIA.	EA	4	\$3,500.00	\$14,000.00
4.11	4030-108-B-0	PIPE APRON, RCP, 48 IN. DIA.	EA	2	\$5,000.00	\$10,000.00
4.12	4030-108-C-0	PIPE APRON FOOTING, RCP, 36 IN. DIA.	EA	1	\$800.00	\$800.00
4.13	4030-108-C-0	PIPE APRON FOOTING, RCP, 42 IN. DIA.	EA	4	\$1,000.00	\$4,000.00
4.14	4030-108-C-0	PIPE APRON FOOTING, RCP, 48 IN. DIA.	EA	2	\$1,200.00	\$2,400.00
<b>DIVISION 5 - WATER MAIN AND APPURTENANCES</b>						
5.01	5010-108-A-1	WATER MAIN, TRENCHED, PVC C900 DR18, 8 IN.	LF	167	\$65.00	\$10,855.00
5.02	5010-108-A-1	WATER MAIN, TRENCHED, PVC C900 DR18, 16 IN.	LF	1094	\$115.00	\$125,810.00
5.03	5010-108-A-1	WATER MAIN, TRENCHED, CL52 DUCTILE IRON, 16 IN.	LF	60	\$170.00	\$10,200.00
5.04	5010-108-A-2	WATER MAIN, TRENCHLESS, PVC C900 DR18, 8 IN.	LF	328	\$125.00	\$41,000.00
5.05	5010-108-C-2	WATER MAIN FITTINGS	LB	3830	\$9.00	\$34,470.00
5.06	5010-108-D-0	WATER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	EA	1	\$10,000.00	\$10,000.00
5.07	5010-108-D-0	WATER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 16 IN.	EA	1	\$15,000.00	\$15,000.00
5.08	5020-108-A-0	VALVE, GATE, 8 IN.	EA	1	\$2,000.00	\$2,000.00
5.09	5020-108-A-0	VALVE, GATE, 16 IN.	EA	3	\$5,500.00	\$16,500.00
5.10	5020-108-A-0	VALVE, AIR RELEASE, 16 IN.	EA	1	\$5,500.00	\$5,500.00
5.11	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	4	\$5,000.00	\$20,000.00
5.12	5020-108-F-0	VALVE BOX EXTENSION	EA	1	\$450.00	\$450.00
5.13	2599-9999005	CONNECT TO EXISTING WATER MAIN	EA	2	\$1,500.00	\$3,000.00
<b>DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS</b>						
6.01	6010-108-A-0	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	3	\$5,000.00	\$15,000.00
6.02	6010-108-A-0	MANHOLE, STORM SEWER, SW-403	EA	1	\$12,000.00	\$12,000.00
6.03	6010-108-B-0	INTAKE, SINGLE GRATE INTAKE WITH MANHOLE, SW-503	EA	7	\$4,500.00	\$31,500.00
6.04	6010-108-B-0	INTAKE, SINGLE GRATE INTAKE WITH MANHOLE, SW-503 MODIFIED	EA	5	\$10,000.00	\$50,000.00
6.05	6010-108-B-0	INTAKE, DOUBLE GRATE INTAKE WITH MANHOLE, SW-506	EA	2	\$7,000.00	\$14,000.00
6.06	6010-108-B-0	INTAKE, DOUBLE GRATE INTAKE WITH MANHOLE, SW-506 MODIFIED	EA	2	\$14,000.00	\$28,000.00
6.07	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	1	\$1,000.00	\$1,000.00
6.08	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR	EA	11	\$5,000.00	\$55,000.00
<b>DIVISION 7 - STREETS AND RELATED WORK</b>						
7.01	7010-108-A-0	10 IN. PCC PAVEMENT, CLASS C REINFORCED W/ 8 IN. CURB	SY	20301	\$65.00	\$1,319,565.00
7.02	7010-108-E-0	CURB AND GUTTER, P.C.C., 2.5 FT.	LF	231	\$30.00	\$6,930.00
7.03	7030-108-C-0	SHARED USE PATH, REINFORCED PCC, 6 IN.	SY	5250	\$55.00	\$288,750.00
7.04	7030-108-A-0	REMOVAL OF SHARED USE PATH	SY	354	\$8.00	\$2,832.00
7.05	7030-108-B-0	REMOVAL OF CURB	LF	48	\$2.00	\$96.00
7.06	7030-108-G-0	DETECTABLE WARNING	SF	80	\$40.00	\$3,200.00
7.07	7040-108-A-0	FULL DEPTH PATCHES, 9" (MIN.) REINFORCED	SY	560	\$115.00	\$64,400.00
7.08	7040-108-F-0	DIAMOND GRINDING	SY	75	\$35.00	\$2,625.00
7.09	7040-108-H-0	PAVEMENT REMOVAL	SY	983	\$6.00	\$5,898.00
<b>DIVISION 8 - TRAFFIC CONTROL</b>						
8.01	8020-108-C-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	138.8	\$150.00	\$20,820.00
8.02	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	9	\$750.00	\$6,750.00
8.03	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$50,000.00	\$50,000.00
8.04	2528-8445113	FLAGGERS	EACH	10	\$500.00	\$5,000.00
8.05	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	\$150.00	\$3,000.00



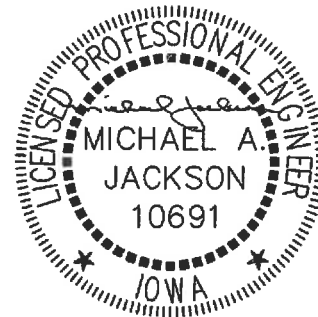
## ENGINEER'S ESTIMATE - FINAL PLANS

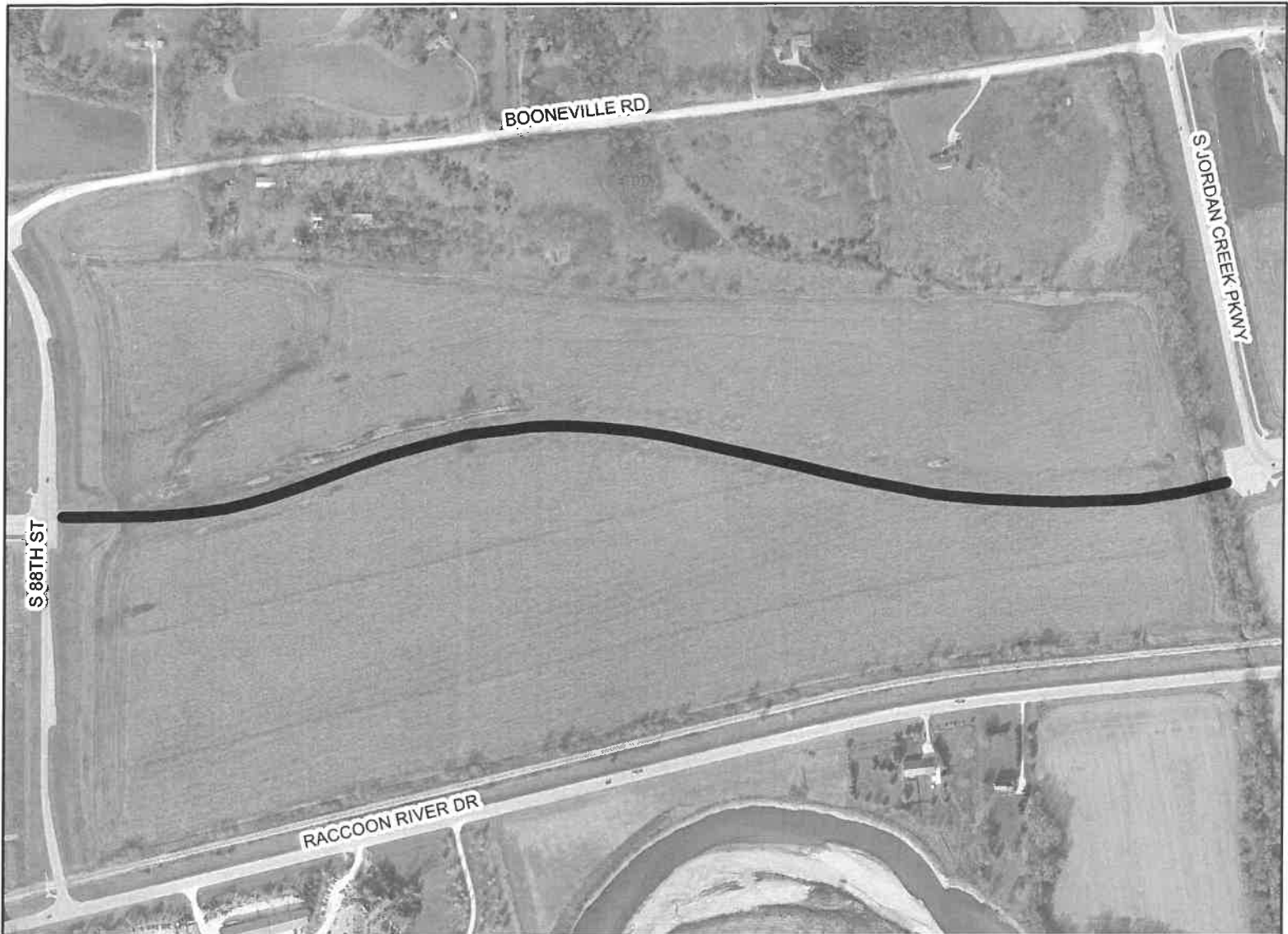
**Client:** City of West Des Moines  
**Project:** Grand Avenue (South Jordan Creek Parkway to South 88th Street)  
**Project Number:** 0510-056-2018  
**Date:** 4/8/2019

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
<b>DIVISION 9 - SITE WORK AND LANDSCAPING</b>						
9.01	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEED., TYPE 1 (PERM. LAWN MIX)	AC	3.05	\$1,900.00	\$5,795.00
9.02	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEED., TYPE 2 (PERM. COOL SEASON MIX.)	AC	10.46	\$1,400.00	\$14,644.00
9.03	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEED., TYPE 5 (RURAL TEMP. EC MIX.)	AC	13.51	\$600.00	\$8,106.00
9.04	9010-108-E-0	WARRANTY	LS	1	\$5,000.00	\$5,000.00
9.05	9040-108-A-1	SWPPP PREPARATION & MANAGEMENT	LS	1	\$4,500.00	\$4,500.00
9.06	9040-108-D-1	FILTER SOCKS, 8 IN.	LF	8430	\$2.25	\$18,967.50
9.07	9040-108-D-2	FILTER SOCKS, REMOVAL	LF	8430	\$0.25	\$2,107.50
9.08	9040-108-E-0	TEMPORARY RECP, TYPE 2.B	SY	1862	\$6.50	\$12,103.00
9.09	9040-108-G-1	CHECK DAM, ROCK	TON	40.5	\$56.00	\$2,268.00
9.10	9040-108-J-0	RIP RAP, CLASS E	TON	891	\$60.00	\$53,460.00
9.11	9040-108-N-1	SILT FENCE, INSTALLATION	LF	11040	\$1.50	\$16,560.00
9.12	9040-108-N-2	SILT FENCE, REMOVAL OF SEDIMENT	LF	883	\$0.10	\$88.30
9.13	9040-108-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	8832	\$0.20	\$1,766.40
9.14	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	344	\$15.00	\$5,160.00
9.15	9040-108-Q-2	EROSION CONTROL MULCH, HYDROMULCH	AC	13.51	\$1,200.00	\$16,212.00
9.16	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EA	22	\$150.00	\$3,300.00
9.17	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	22	\$20.00	\$440.00
9.18	9060-108-E-0	REMOVAL OF FENCE	LF	331	\$4.00	\$1,324.00
9.19	2519-3300400	FIELD FENCE BRACE PANEL	EA	2	\$200.00	\$400.00
<b>DIVISION 11 - MISCELLANEOUS</b>						
11.01	11010-108-A-0	CONSTRUCTION SURVEY	LS	1	\$25,000.00	\$25,000.00
11.02	11050-108-A-0	CONCRETE WASHOUT	LS	1	\$2,400.00	\$2,400.00
11.03	2599-9999005	PRIMARY HAND HOLES (48"x72"x48" DEEP)	EA	9	\$9,000.00	\$81,000.00
11.04	2599-9999005	SECONDARY HAND HOLES (30"x48"x36" DEEP)	EA	9	\$5,000.00	\$45,000.00
11.05	2599-9999009	JOINT TRENCH	LF	4220	\$75.00	\$316,500.00
11.06	2599-9999009	PLACEMENT OF CONDUIT IN TRENCH (4 IN.)	LF	50640	\$6.25	\$316,500.00
11.07	2599-9999009	PULL ROPE WITH TRACE WIRE INSTALLATION	LF	8440	\$1.25	\$10,550.00
11.08	2599-9999010	TESTING OF DUCT BANK CONDUIT	LS	1	\$15,000.00	\$15,000.00
<b>DIVISION 12 - STRUCTURES</b>						
12.01	2102-0425071	SPECIAL BACKFILL	CY	1069	\$40.00	\$42,760.00
12.02	2402-0425030	GRANULAR BACKFILL	CY	561	\$30.00	\$16,830.00
12.03	2402-2720000	EXCAVATION, CLASS 20	CY	3438	\$20.00	\$68,760.00
12.04	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	835	\$700.00	\$584,500.00
12.05	2404-7775000	REINFORCING STEEL	LB	126330	\$1.25	\$157,912.50
12.06	2519-1002048	FENCE, CHAIN LINK, VINYL COATED (BLACK)	LF	138.9	\$90.00	\$12,501.00

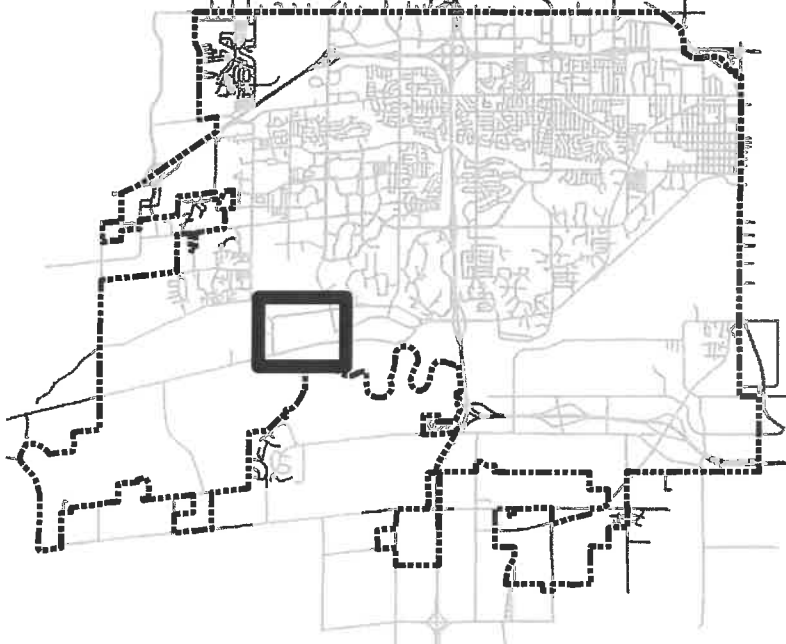
OPINION OF PROBABLE COST

\$6,455,659.20





**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Grand Avenue - S. Jordan Creek Pkwy to S. 88th St**

LOCATION:

**Exhibit "A"**

DRAWN BY: JDR

DATE: 10/2/2018

PROJECT NUMBER/NAME: 0510-056-2018

SHT. 1 of 1

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

**DATE: April 15, 2019**

**ITEM:**

Resolution - Ordering Construction  
South 81<sup>st</sup> Street & Cascade Avenue Widening

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the South 81<sup>st</sup> Street & Cascade Avenue Widening is \$750,239.20. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Tax Increment Financing.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 1, 2019, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, May 6, 2019. The contract would be awarded on Monday, May 6, 2019, and work will begin shortly thereafter.

This project will include the widening of South 81st Street from Cascade Avenue to Mills Civic Parkway and Cascade Avenue from the end of pavement to South 81<sup>st</sup> Street to accommodate the Sammons Financial Group headquarters development. The project is anticipated to be completed by October 18, 2019.

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 Ordering Construction of the South 81<sup>st</sup> Street & Cascade Avenue Widening.
- Fixing 2:00 p.m. on Wednesday, May 1, 2019, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

**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

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

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

**South 81<sup>st</sup> Street & Cascade Avenue Widening  
Project No. 0510-006-2019**

is hereby ordered to be constructed according to the Plans and Specifications prepared by I+S Group, Inc. of Des Moines, Iowa and now on file in the office of the City Clerk.

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, May 6, 2019, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, May 1, 2019.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, May 1, 2019, and the results of said bids shall be considered at a meeting of this Council on Monday, May 6, 2019, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED 15th day of April, 2019.**

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

SOUTH 81ST STREET & CASCADE AVENUE WIDENING  
CITY OF WEST DES MOINES

Location: West Des Moines, Iowa  
West Des Moines Project #0510-006-2019  
ISG Project #: 19-22584  
Date: 04/08/2019

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

NO.	CONSTRUCTION ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
<b>DIVISION 2 - EARTHWORK</b>					
2.1	STRIP, SALVAGE, & SPREAD TOPSOIL, 6"	CY	2795	\$ 10.00	\$ 27,950.00
2.2	CLASS 10 EXCAVATION	CY	2414	\$ 12.00	\$ 28,968.00
2.3	SUBGRADE PREPARATION, 12"	SY	6558	\$ 7.50	\$ 49,185.00
2.4	SUBGRADE TREATMENT, FLY ASH	SY	6558	\$ 10.00	\$ 65,580.00
<b>DIVISION 4 - SEWERS &amp; DRAINS</b>					
4.1	SEWER STORM, 15" DIA. RCP. CLASS III	LF	7	\$ 140.00	\$ 980.00
4.2	SEWER STORM, 24" DIA. RCP. CLASS III	LF	16	\$ 160.00	\$ 2,560.00
4.3	CONNECTION TO EXISTING PIPE	EA	3	\$ 2,200.00	\$ 6,600.00
4.4	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	EA	1	\$ 650.00	\$ 650.00
4.5	REMOVAL OF PIPE CULVERT, HDPE, 6"	EA	1	\$ 500.00	\$ 500.00
4.6	ABANDONING STORM SEWER, 15" DIA.	LS	1	\$ 2,400.00	\$ 2,400.00
<b>DIVISION 5 - WATERMANS AND APPURTENANCES</b>					
5.1	WATER VALVE BOX ADJUSTMENT	EA	5	\$ 1,000.00	\$ 5,000.00
5.2	FIRE HYDRANT ADJUSTMENT - MINOR	EA	3	\$ 2,300.00	\$ 6,900.00
<b>DIVISION 6 - STRUCTURES FOR STORM</b>					
6.1	INTAKE, SW-501	EA	1	\$ 4,000.00	\$ 4,000.00
6.2	INTAKE, SW-506	EA	1	\$ 7,000.00	\$ 7,000.00
6.3	CASTING, TYPE R	EA	4	\$ 1,250.00	\$ 5,000.00
6.4	CASTING, TYPE E	EA	1	\$ 1,500.00	\$ 1,500.00
6.5	CASTING, TYPE F	EA	1	\$ 1,500.00	\$ 1,500.00
6.6	SEAL FLOW LINE IN BACK OF STRUCTURE	EA	1	\$ 1,000.00	\$ 1,000.00
6.7	EXISTING M-C MODIFICATION	EA	1	\$ 4,000.00	\$ 4,000.00
<b>DIVISION 7 - STREETS &amp; RELATED WORK</b>					
7.1	PCC PAVEMENT, 7" CLASS C-4 REINFORCED W/8" CURB	SY	1296	\$ 63.00	\$ 81,648.00
7.2	PCC PAVEMENT, 8" CLASS C-4 REINFORCED W/8" CURB	SY	2773	\$ 69.00	\$ 191,337.00
7.3	SHARED USE PATH, PCC, 6" REINFORCED	SY	1448	\$ 58.00	\$ 83,984.00
7.4	DETECTABLE WARNINGS	SF	80	\$ 55.00	\$ 4,400.00
7.5	DRIVEWAY, PAVED, PCC, 7" W/6" CURB	SY	252	\$ 59.00	\$ 14,868.00
7.6	PAVEMENT REMOVAL	SY	672	\$ 15.00	\$ 10,080.00
<b>DIVISION 8 - TRAFFIC CONTROL</b>					
8.1	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	77.59	\$ 40.00	\$ 3,103.60
8.2	PAINTED SYMBOLS AND LEGENDS, SOLVENT/WATERBORNE	EA	23	\$ 150.00	\$ 3,450.00
8.3	PAVEMENT MARKINGS REMOVED, WATER BLAST	STA	37.32	\$ 80.00	\$ 2,985.60
8.4	SYMBOLS AND LEGENDS REMOVED, WATER BLAST	EA	4	\$ 130.00	\$ 520.00
8.5	TRAFFIC CONTROL	LS	1	\$ 45,000.00	\$ 45,000.00
<b>DIVISION 9 - SITEWORK &amp; LANDSCAPING</b>					
9.1	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, TYPE 1	AC	1.4	\$ 5,000.00	\$ 7,000.00
9.2	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, TYPE 4	AC	0.3	\$ 3,500.00	\$ 1,050.00
9.3	SWPPP, PREPARATION AND MANAGEMENT	LS	1	\$ 10,000.00	\$ 10,000.00
9.4	WATTLE, STRAW, 12 IN.	LF	2289	\$ 5.00	\$ 11,445.00
9.5	WATTLE, REMOVAL	LF	2289	\$ 0.50	\$ 1,144.50
9.6	SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	2289	\$ 3.50	\$ 8,011.50
9.7	SILT FENCE OR SILT FENCE FOR DITCH CHECK, REMOVAL OF SEDIMENT	LF	2289	\$ 0.50	\$ 1,144.50
9.8	SILT FENCE OR SILT FENCE FOR DITCH CHECK, REMOVAL OF DEVICE	LF	2289	\$ 0.50	\$ 1,144.50
9.9	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$ 2,500.00	\$ 5,000.00
9.10	INLET PROTECTION DEVICE DROP-IN, INSTALLATION, MAINTENANCE AND REMOVAL	EA	29	\$ 350.00	\$ 10,150.00
9.11	INLET PROTECTION DEVICE SURFACE APPLIED, INSTALLATION, MAINTENANCE AND REMOVAL	EA	2	\$ 250.00	\$ 500.00
<b>DIVISION 11 - MISCELLANEOUS</b>					
11.1	CONSTRUCTION STAKING	LS	1	\$ 26,000.00	\$ 26,000.00
11.2	CONCRETE WASHOUT	LS	1	\$ 5,000.00	\$ 5,000.00
<b>TOTAL CONSTRUCTION COSTS</b>					<b>\$ 750,239.20</b>

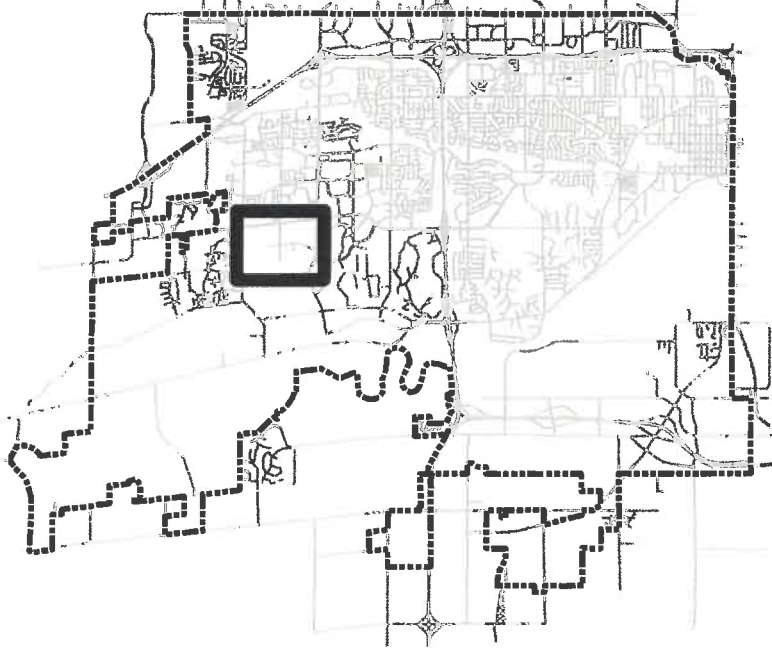


I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF ESTIMATED COSTS

*[Handwritten Signature]*



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**S. 81st Street & Cascade Avenue Widening**

LOCATION:

**Exhibit "A"**

DRAWN BY: JDR

DATE: 1/14/2019

PROJECT NUMBER/NAME: 0510-006-2019

SHT. 1 of 1



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

**DATE: April 15, 2019**

**ITEM:**

Resolution - Ordering Construction  
The Parkways Turn Lane on South Jordan Creek Parkway

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the The Parkways Turn Lane on South Jordan Creek Parkway is \$162,630.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Jordan Creek TIF. Funds for the project are available in the FY 19-20 budget, but due to timing of the construction season, this project will begin on an accelerated schedule.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 1, 2019 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, May 6, 2019. The contract would be awarded on Monday, May 6, 2019 and work will begin shortly thereafter.

The project consists of construction of a southbound right-turn lane and associated driveway approach on South Jordan Creek Parkway in between Coachlight Drive and Mills Civic Parkway for The Parkways development. The project also includes storm sewer modifications and all remaining sidewalk on the west side of South Jordan Creek Parkway in between Coachlight Drive and Mills Civic Parkway. The project is anticipated to be completed by July 26, 2019.

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 Ordering Construction of the The Parkways Turn Lane on South Jordan Creek Parkway.
- Fixing 2:00 p.m. on Wednesday, May 1, 2019 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

*BHM for*

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

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

**The Parkways Turn Lane on South Jordan Creek Parkway  
Project No. 0510-060-2018**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Snyder & Associates, Inc. of Ankeny, Iowa and now on file in the office of the City Clerk.

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

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, May 6, 2019 with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, May 1, 2019.

**BE IT FURTHER RESOLVED**, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, May 1, 2019 and the results of said bids shall be considered at a meeting of this Council on Monday, May 6, 2019 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this 15th day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

OPINION OF PROBABLE CONSTRUCTION COSTS



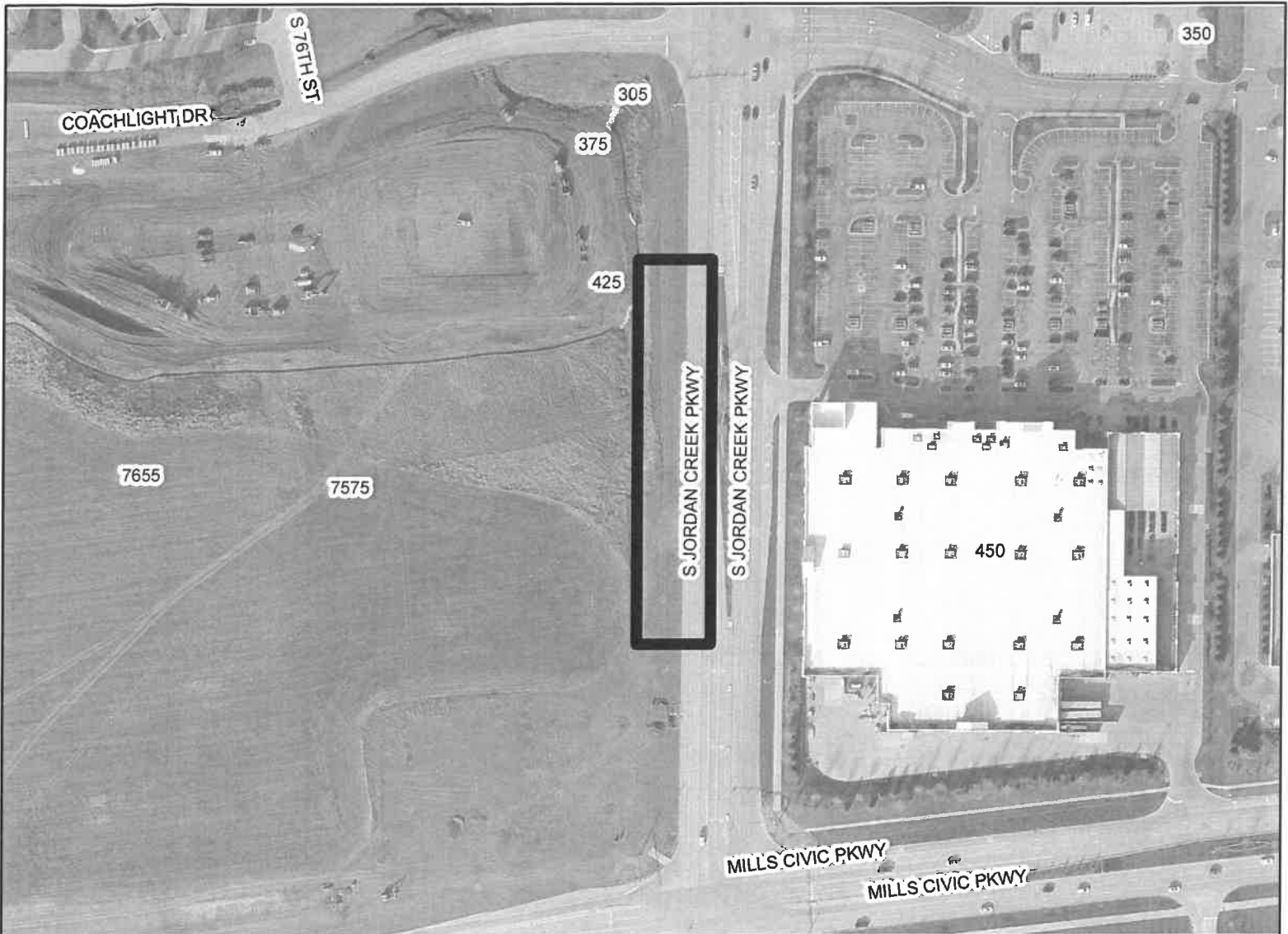
THE PARKWAYS TURN LANE  
ON SOUTH JORDAN CREEK PARKWAY  
WEST DES MOINES, IOWA  
5010-060-2018

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>EARTHWORK</b>					
2.1	Class 10 Excavation	520	CY	\$ 35.00	\$ 18,200.00
2.2	Special Backfill	220	TON	\$ 40.00	\$ 8,800.00
<b>SEWERS AND DRAINS</b>					
4.1	Storm Sewer, Trenched, RCP, 24"	13	LF	\$ 250.00	\$ 3,250.00
<b>STRUCTURES FOR SANITARY AND STORM</b>					
6.1	Manhole, SW-506 Modified (Top Only)	1	EA	\$ 4,000.00	\$ 4,000.00
6.2	Intake, SW-505	1	EA	\$ 6,000.00	\$ 6,000.00
6.3	Intake, Adjustment, Minor	1	EA	\$ 1,000.00	\$ 1,000.00
6.4	Removal of Existing Structure (Top Only)	1	EA	\$ 1,000.00	\$ 1,000.00
<b>STREETS AND RELATED WORK</b>					
7.1	Pavement, PCC, 9 In. Reinforced	690	SY	\$ 95.00	\$ 65,550.00
7.2	Sidewalk, PCC, 4 In.	110	SY	\$ 80.00	\$ 8,800.00
7.3	Sidewalk, PCC, 6 In.	15	SY	\$ 100.00	\$ 1,500.00
7.4	Detectable Warning	20	SF	\$ 60.00	\$ 1,200.00
7.5	Driveway, Paved, PCC, 7 In.	100	SY	\$ 90.00	\$ 9,000.00
7.6	Curb and Gutter Removal	510	LF	\$ 15.00	\$ 7,650.00
<b>TRAFFIC CONTROL</b>					
8.1	Painted Pavement Markings, Durable	2.4	STA	\$ 450.00	\$ 1,080.00
8.2	Painted Symbols and Legends, Durable	3	EA	\$ 300.00	\$ 900.00
8.3	Temporary Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
<b>SITE WORK AND LANDSCAPING</b>					
9.1	Sod	92	SQ	\$ 75.00	\$ 6,900.00
9.2	Filter Sock, 8"	450	LF	\$ 4.00	\$ 1,800.00
9.3	Filter Sock Removal	450	LF	\$ 2.00	\$ 900.00
9.4	Erosion Control Mulching, Hydromulching	0.2	ACRE	\$ 6,000.00	\$ 1,200.00
9.5	Inlet Protection Device, Drop-In	1	EA	\$ 250.00	\$ 250.00
9.6	Inlet Protection Device, Maintenance	2	EA	\$ 200.00	\$ 400.00
<b>GENERAL PROVISIONS</b>					
11.1	Construction Survey	1	LS	\$ 4,000.00	\$ 4,000.00
11.2	Concrete Washout	1	LS	\$ 1,250.00	\$ 1,250.00
<b>TOTAL PROJECT COST:</b>					<b>\$ 162,630.00</b>

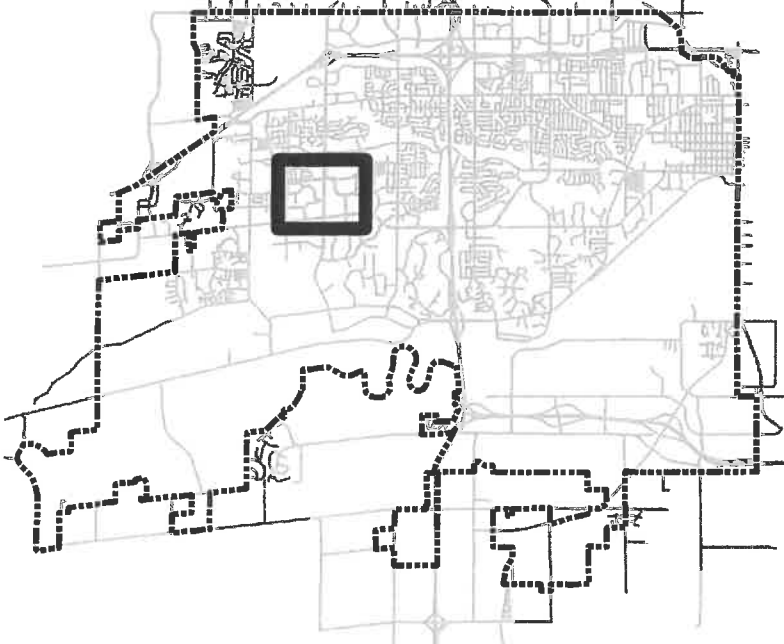


I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

*Gabriel A. Nelson*  
 \_\_\_\_\_  
 Gabriel A. Nelson, P.E. 4/8/19  
 My License Number : 17382 Date  
 My License Renewal Date is December 31, 2020



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**The Parkways Turn Lane on South Jordan Creek Parkway**

LOCATION:

**Exhibit "A"**

DRAWN BY: JDR

DATE: 10/30/2018

PROJECT NUMBER/NAME: 0510-060-2018

SHT. 1 of 1

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

**DATE:** April 15, 2019

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – 2019 Concrete Trail Renovation

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost of the project is \$144,880. Expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of budgeted funds in the 2018 Trail Renovation C.I.P. account (Project No. 0510 035 2018).

**BACKGROUND:** A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 1, 2019, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, May 6, 2019. The contract would be awarded on Monday, May 6, 2019, and work would begin shortly thereafter. This project is scheduled to be completed by fall of 2019.

This Resolution is for repair and replacement of portions of existing concrete trail located primarily along S. 50<sup>th</sup> Street (Wistful Vista to Grand Avenue) and Mills Civic Parkway (I35 to Waterford Drive). The locations are shown on the attached map. The areas being addressed were identified as a higher priority following the inspection of the entire trail system by City staff.

The majority of defects in the existing trail involve spalling and cracking of the concrete trail surface. Defective areas of the trail are being replaced with 6" thick reinforced concrete to help prevent future problems. This will further extend the life of the new trail.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation <i>So by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>DS</i>

**PUBLICATION(S)** (if applicable)

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications,  
Form of Contract, Estimate of Cost and  
Directing Advertisement for Bids**

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

**2019 Concrete Trail Renovation**

is hereby ordered constructed according to the Plans and Specifications prepared by City Staff and now on file in the office of City Clerk.

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **Monday, May 6, 2019** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, May 1, 2019.**

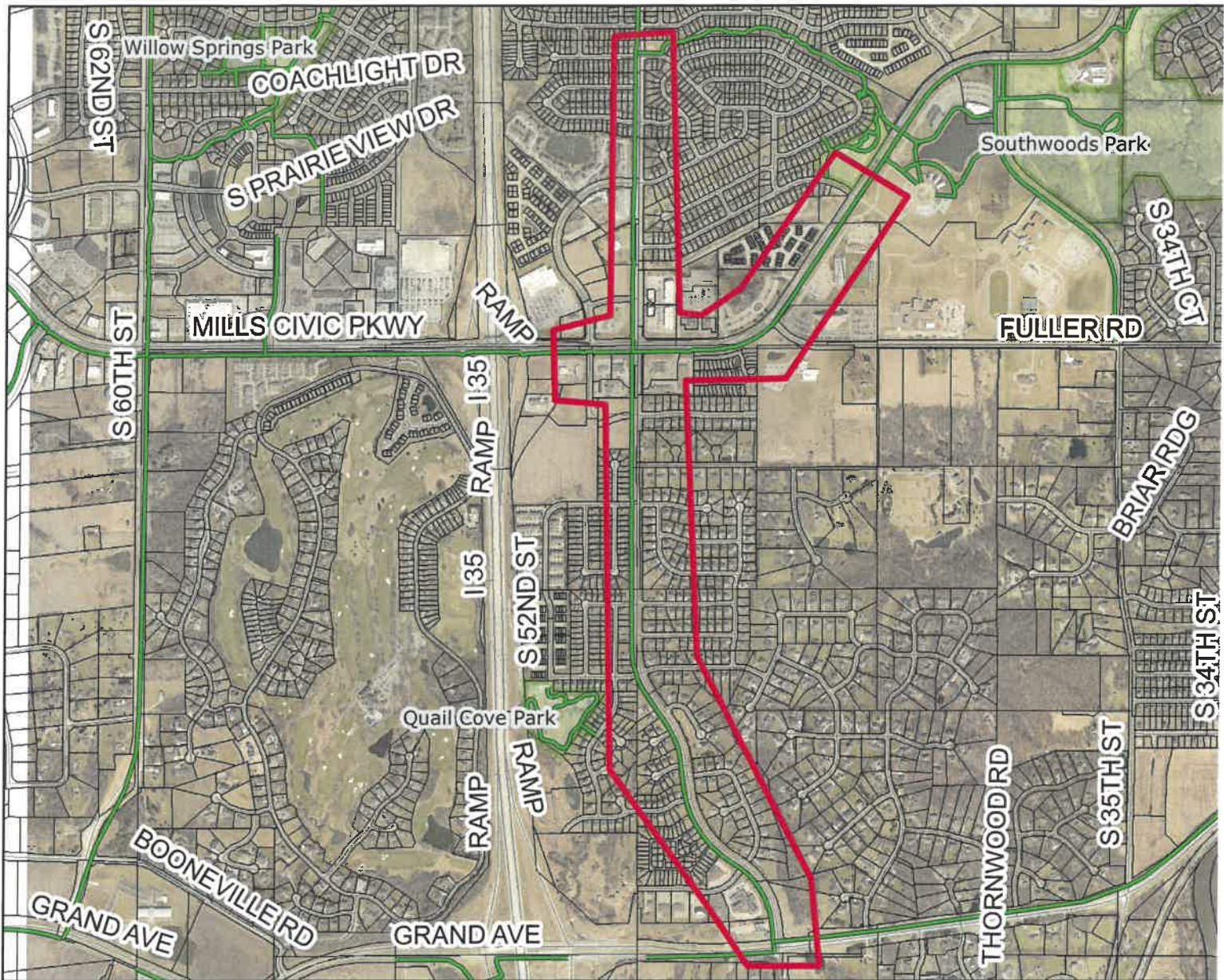
**BE IT FURTHER RESOLVED,** that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 o'clock p.m. on **Wednesday, May 1, 2019** and the results of said bids shall be considered at a meeting of this Council on **Monday, May 6, 2019** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 15<sup>th</sup> day of **April, 2019.**

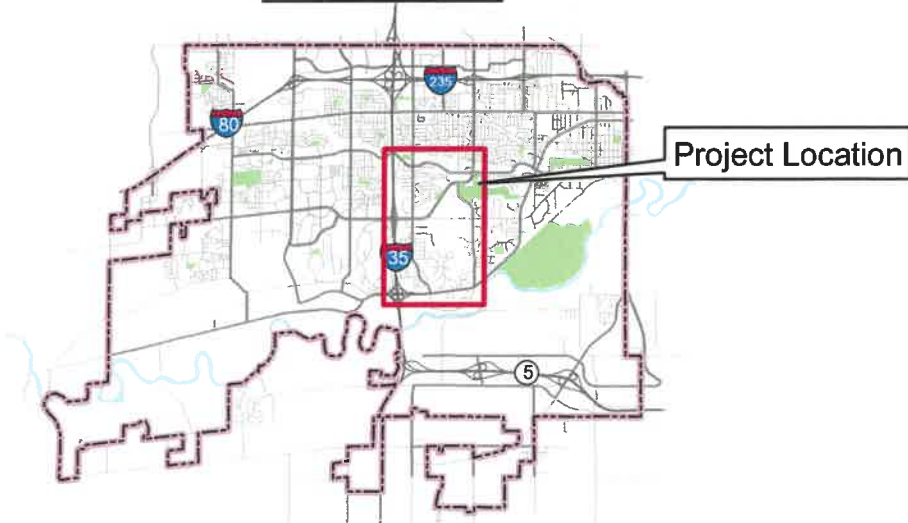
\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**VICINITY MAP**



**LEGEND**

 Project Area



0 1,250 2,500 Feet



PROJECT:

**2019 CONCRETE TRAIL RENOVATION PROJECT**

LOCATION:

**CITY WIDE**

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

**DATE:** April 15, 2019

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – American Legion Park Tennis Court Lighting Improvements

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost of the project is \$65,000. Expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of FY 18-19 CIP allocated to American Legion Park (Project No. 0525 022-0510 028 2018). There is a total of \$100,000 available for the construction of this project.

**BACKGROUND:** A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 1, 2019, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, May 6, 2019. The contract would be awarded on Monday, May 6, 2019, and work would begin shortly thereafter. This project is scheduled to be completed by July.

This resolution is for the replacement of the lights located on the tennis courts at American Legion Park. The project would include the removal of the existing wood poles and old metal halide lighting, and installation of new poles and LED sports lighting.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation <i>SO by DS</i>
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



**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications,  
Form of Contract, Estimate of Cost and  
Directing Advertisement for Bids**

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

**American Legion Park Tennis Court Lighting Improvements**

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

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **Monday, May 6, 2019** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, May 1, 2019.**

**BE IT FURTHER RESOLVED,** that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 o'clock p.m. on **Wednesday, May 1, 2019** and the results of said bids shall be considered at a meeting of this Council on **Monday, May 6, 2019** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 15<sup>th</sup> day of **April, 2019.**

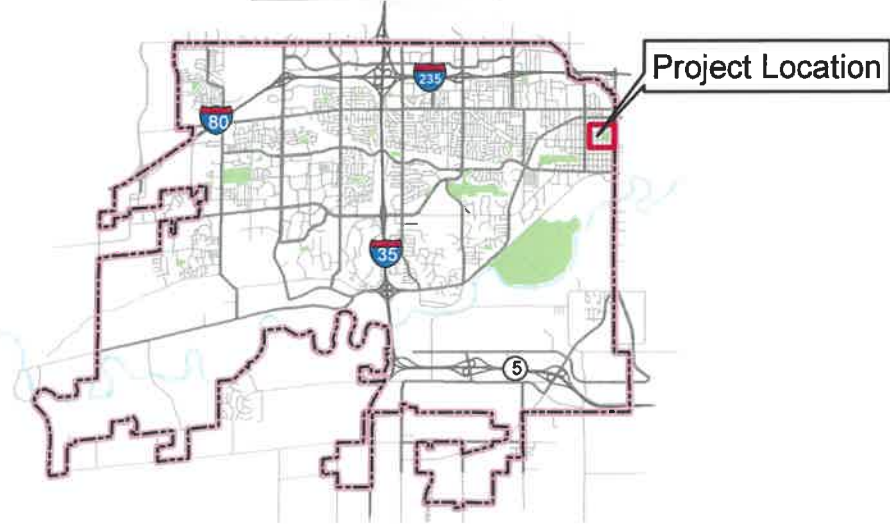
\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**VICINITY MAP**

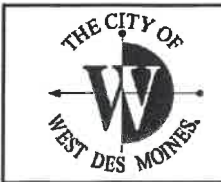


**LEGEND**

 Project Area



0 100 200 Feet



PROJECT: **AMERICAN LEGION PARK TENNIS COURT LIGHTING UPGRADE**

LOCATION: **301 VINE STREET**

DRAWN BY: **MAA**

DATE: **1/30/2019**

PROJECT NO.:

SHT. **1 of 1**

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

**DATE:** April 15, 2019

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Kiwanis Park Shelter

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost of the project is \$78,112. Expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of FY 18-19 CIP allocated to Kiwanis Park Shelter Replacement (Project No. 0525 030-0510 027 2018). There is a total of \$80,000 available for the construction of this project.

**BACKGROUND:** A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, May 1, 2019, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, May 6, 2019. The contract would be awarded on Monday, May 6, 2019, and work would begin shortly thereafter. This project is scheduled to be completed by the fall of 2019.

This resolution is for the replacement of the existing wood gazebo in Kiwanis Park which is now well over 20 years old, and replacement with new hexagon metal shelter structure. The project would include shelter removal & disposal, removal of surrounding concrete & landscaping, supply & installation of a new shelter, new sidewalk paving, site restoration and other miscellaneous items. Project also includes an add alternate bid item for a segment of decorative fence along Maple Street. This fence would provide some additional separation between the playground and the street.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation <i>SO by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney <i>RS</i>
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

**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications,  
Form of Contract, Estimate of Cost and  
Directing Advertisement for Bids**

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

**Kiwanis Park Shelter**

is hereby ordered constructed according to the Plans and Specifications prepared by City Staff and now on file in the office of City Clerk.

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **Monday, May 6, 2019** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, May 1, 2019.**

**BE IT FURTHER RESOLVED,** that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 o'clock p.m. on **Wednesday, May 1, 2019** and the results of said bids shall be considered at a meeting of this Council on **Monday, May 6, 2019** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 15<sup>th</sup> day of **April, 2019.**

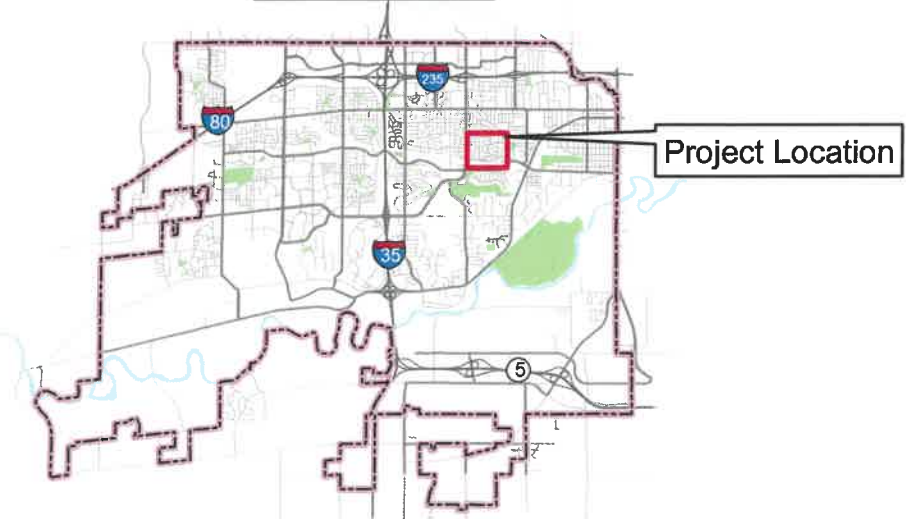
\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



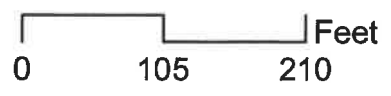
**VICINITY MAP**



**LEGEND**

 Project Area



 Feet  
0 105 210



PROJECT:

**KIWANIS PARK SHELTER RENOVATION**

LOCATION:

**3101 MAPLE STREET**

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

**DATE: April 15, 2019**

**ITEM:**

Resolution - Accepting Work  
2018 PCC Reconstruction Program

**FINANCIAL IMPACT:**

The total construction cost for the 2018 PCC Reconstruction Program was \$423,983.68 which was paid from account no. 500.000.000.5250.490 with ultimate funding intended to come from Road Use Tax. The original cost of the project was \$460,547.30. There were two (2) Change Orders on the project that totaled (\$36,563.62).

**BACKGROUND:**

Alliance Construction Group was working under an agreement dated April 16, 2018 for construction services for the 2018 PCC Reconstruction Program. Work on this project included complete reconstruction of 3rd Street from Walnut Street to Vine Street and included pavement removal, grading, and storm sewer construction.

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

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

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Work for 2018 PCC Reconstruction Program.

**Lead Staff Member: Brian J. Hemesath, P.E., City Engineer** <sup>Bom</sup> <sub>for</sub>

**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>[Signature]</i>

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION ACCEPTING WORK**

**WHEREAS**, on April 16, 2018, the City Council entered into a contract with Alliance Construction Group of Grimes, Iowa, for the following described public improvement:

**2018 PCC Reconstruction Program  
Project No. 0510-001-2018**

and,

**WHEREAS**, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on April 15, 2019; and,

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

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$423,983.68 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$21,199.18, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**RETAINAGE**



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

Contractor: Alliance Construction Group LLC  
 3000 SE Grimes Blvd. Suite 800  
 Grimes, IA 50111

Project Title	2018 PCC Reconstruction Project	
WDM Project File Number	0510-001-2018	
Purchase Order Number	2018-0000690	
Orig. Contract Amount & Date	\$480,547.30	04/11/18
Estimated Completion Date	10/13/18	
Pay Period	12/7/18 - 4/1/19	
Pay Request Number	Retainage	
Date	04/01/18	

BID ITEMS							
Item No.	Description	Unit	Est Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	TRAFFIC CONTROL	LS	1	\$5,850.00	\$5,850.00	1.00	\$5,850.00
2	CLEARING AND GRUBBING	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00
3	TOPSOIL, ON-SITE	CY	200	\$30.00	\$6,000.00	200.00	\$6,000.00
4	EXCAVATION, CLASS 10	CY	743	\$12.00	\$8,916.00	743.00	\$8,916.00
5	BELOW GRADE EXCAVATION (CORE OUT)	CY	100	\$5.00	\$500.00	50.00	\$250.00
6	SUB-GRADE PREPARATION	SY	3,420	\$2.50	\$8,550.00	0.00	\$0.00
7	SUBGRADE TREATMENT, AG LIME OR FLYASH	SY	3,420	\$8.00	\$27,360.00	0.00	\$0.00
8	SUBBASE, MODIFIED SUBBASE, 6"	SY	3,420	\$13.50	\$46,170.00	3,523.00	\$47,560.80
9	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$2.50	\$250.00	0.00	\$0.00
10	STORM SEWER, TRENCHED, RCP, 15"	LF	380	\$52.81	\$20,067.80	380.00	\$20,067.80
11	STORM SEWER, TRENCHED, RCP, 12"	LF	28	\$41.80	\$1,086.80	26.00	\$1,086.80
12	STORM SEWER, TRENCHED, DIP, 12"	LF	26	\$72.50	\$1,885.00	26.00	\$1,885.00
13	SUBDRAIN, TYPE 1, CASE B, 5"	LF	1,241	\$16.00	\$19,856.00	1,241.00	\$19,856.00
14	SUBDRAIN CLEANOUT, TYPE A-1, 8"	EA	6	\$450.00	\$2,700.00	6.00	\$2,700.00
15	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6"	EA	6	\$375.00	\$2,250.00	6.00	\$2,250.00
16	WATER SERVICE STUE, COPPER, 1"	EA	9	\$1,760.00	\$16,750.00	1.00	\$1,750.00
17	VALVE BOX EXTENSION	EA	6	\$105.00	\$630.00	4.00	\$420.00
18	FIRE HYDRANT ADJUSTMENT	EA	1	\$750.00	\$750.00	1.00	\$750.00
19	INTAKE TYPE, SW-501	EA	4	\$2,585.00	\$10,340.00	4.00	\$10,340.00
20	CONNECTION TO EXISTING INTAKE	EA	2	\$2,550.00	\$5,100.00	2.00	\$5,100.00
21	PAVEMENT, PCC, 6"	SY	2,967	\$48.50	\$143,899.50	3,106.00	\$150,641.00
22	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	1,010	\$11.00	\$11,110.00	1,010.00	\$11,110.00
23	SIDEWALK, PCC, 6"	SY	30	\$52.86	\$1,585.80	43.00	\$2,272.88
24	DRIVEWAY, PAVED, PCC, 6"	SY	1,099	\$42.10	\$46,267.90	1,176.00	\$49,509.60
25	PAVEMENT REMOVAL	SY	2,967	\$10.00	\$29,670.00	3,054.00	\$30,540.00
26	SOD	SQ	400	\$60.00	\$24,000.00	400.00	\$24,000.00
27	SWPPP PREPARATION	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00
28	SWPPP MANAGEMENT	LS	1	\$1,200.00	\$1,200.00	1.00	\$1,200.00
29	FILTER SOCK, 8", INSTALL AND REMOVE	LF	3,150	\$1.75	\$5,512.50	3,376.00	\$5,908.00
30	EROSION CONTROL MULCHING, HYDROMULCHING	AC	1	\$1,800.00	\$1,800.00	0.60	\$1,080.00
31	INLET PROTECTION DEVICE, INSTALL, MAINTAIN, AND REMOVE	EA	20	\$50.00	\$1,000.00	16.00	\$800.00
32	CONSTRUCTION SURVEY	LS	1	\$3,490.00	\$3,490.00	1.00	\$3,490.00
33	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
CO1.1	ADDITIONAL TREE REMOVAL	LS	1	\$1,650.00	\$1,650.00	1.00	\$1,650.00
<b>TOTAL</b>					<b>\$462,197.30</b>		<b>\$423,983.68</b>



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

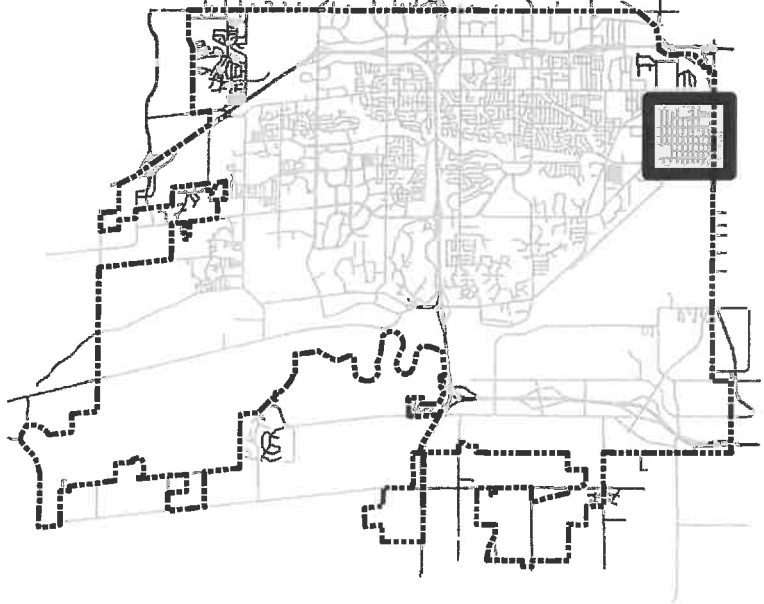
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$460,647.30	\$423,983.68
Approved Change Order 1	\$1,650.00	
Approved Change Order 2	\$0.00	
Approved Change Order 3	(\$38,213.62)	
Revised Contract Price	\$423,983.68	
	Materials Stored	\$0.00
	Retainage (5%)	
	Liquidated Damages	
	Total Earned Less Retainage	\$423,983.68
Total Previously Approved (list each)	Pay Request 1	\$72,647.04
	Pay Request 2	\$76,129.43
	Pay Request 3	\$42,482.53
	Pay Request 4	\$45,262.49
	Pay Request 5	\$24,916.13
	Pay Request 6	\$64,443.72
	Pay Request 7	\$11,659.64
	Pay Request 8	\$24,171.74
	Pay Request 9	\$35,333.89
	Pay Request 10	\$1,361.99
	Pay Request 11	\$2,395.90
	Total Previously Approved	\$402,784.50
	Amount Due This Request	<b>\$21,199.18</b>
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$21,199.18** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: <b>Alliance Construction Group LLC</b>	Recommended By: <b>Bolton &amp; Menk, Inc.</b>	Checked By: <i>[Signature]</i> <b>City of West Des Moines</b>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: <b>Ryan McKinney</b>	Name: <b>Chedd Kahlisdorf, P.E., P.M.P.</b>	Name: <b>Brian J. Hemesath, P.E.</b>
Title: <b>Project Manager</b>	Title: <b>Project Manager</b>	Title: <b>City Engineer</b>
Date:	Date:	Date: <b>3-29-19</b>




**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



	<b>PROJECT:</b> 2018 PCC Reconstruction Program		
	<b>LOCATION:</b> 3rd St, Walnut St to Vine St		
DRAWN BY: JDR	DATE: 8/7/2017	PROJECT NUMBER : 0510-001-2018 SUBDIVISION NAME:	SHT. 1 of 1

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

**DATE: April 15, 2019**

**ITEM:**

Resolution - Approving Professional Services Agreement  
South Grand Prairie Parkway Grade Separation

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the preliminary design of this project is anticipated not to exceed \$188,500.00 for Basic Services of the Consultant. 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 Osmium TIF District.

**BACKGROUND:**

Approval of this action authorizes Foth Infrastructure & Environment, LLC to perform the professional services necessary for the conceptual design of a proposed grade separation or overpass of South Grand Prairie Parkway over Raccoon River Drive and the Iowa Interstate Railroad (IAISRR). Previous discussions with IAISRR revealed that no new at-grade intersections north of Raccoon River Drive would be allowed, including but not limited to South Jordan Creek Parkway and South Grand Prairie Parkway. After further internal discussion, City Staff feel that grade separation of South Grand Prairie Parkway over Raccoon River Drive and the IAISRR makes some sense so as to not gridlock the western transportation network when a train is staged across the tracks in this area.

In order to provide utilities (i.e. sanitary sewer, water, gas, and electric) to planned development south of Raccoon River the South Grand Prairie Parkway corridor from Booneville Road to Raccoon River Drive and the Grand Avenue corridor from the existing terminus near South 88th Street to South Grand Prairie Parkway needs to be identified and secured in advance of street construction. To accommodate these utilities the footprint of the South Grand Prairie Parkway grade separation needs to be identified and is dependent upon the type of grade separation selected. The aforementioned utilities need to be extended by early 2020 to accommodate the proposed development south of Raccoon River.

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 South Grand Prairie Parkway Grade Separation.

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

**STAFF REVIEWS**

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

**South Grand Prairie Parkway Grade Separation  
Project No. 0510-012-2019**

and,

**WHEREAS**, said Conceptual Design needs to be conducted; and,

**WHEREAS**, Engineering Services Department staff have recommended Conceptual Design be completed by Foth Infrastructure & Environment, LLC, and,

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Foth Infrastructure & Environment, LLC to do the work requested, which estimates the following cost to the City of West Des Moines;

**Basic Services of the Consultant    \$188,500.00**

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Foth Infrastructure & Environment, LLC is hereby directed to complete Conceptual Design for the above named project.

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

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**S. Grand Prairie Parkway Grade Separation**  
**WDM Project No.: 0510-012-2019**

This Agreement is made and entered into this 15<sup>th</sup> day of April, 2019, 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" 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 S. Grand Prairie Parkway Grade Separation (Project No. 0510-012-2019) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 188,500.00
II. Resident Consultant Services	<u>NA</u>
Total	\$ 188,500.00

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: Foth Infrastructure & Environment, LLC  
Attn: Patrick P. Kueter, P.E., Director  
Address: 8191 Birchwood Ct, Suite L  
City, State: Johnston, IA 50131

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.

Foth Infrastructure & Environment, LLC

CITY OF WEST DES MOINES

BY:   
Patrick P. Kueter, P.E., Director

BY: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

WITNESS:   
Molly D. Long, P.E.

## ATTACHMENT 1 SCOPE OF SERVICES

### I. **BASIC SERVICES OF THE CONSULTANT**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The S. Grand Prairie Parkway Grade Separation at Raccoon River Drive (Project No. 0510-012-2019) is generally described as follows:

The Conceptual Design and Limited Design Surveying and Mapping for the proposed grade separation of S. Grand Prairie Parkway over Raccoon River Drive and the Iowa Interstate Railroad north to Grand Avenue in Dallas County.

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

- The Consultant will utilize the following horizontal and vertical information from prior completed Projects:
  - S. Grand Prairie Parkway over the Raccoon River Project
  - Grand Technology Gateway Environmental Assessment Project
  - Boonville Road from S. 100<sup>th</sup> Street to S. 88<sup>th</sup> Street.
  - Topographic field survey Raccoon River Basin Segment 5 sewer project.
- The City's Consultant for the Grand Technology Gateway Environmental Assessment Project will provide all roadway design electronic files completed as part of that project.
- Topographic field survey will be limited to collection of existing utilities inside the Raccoon River Drive right-of-way and the rail elevations at the proposed grade separation.

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

#### A. **Conceptual Design**

Complete conceptual design for the proposed street improvement. The primary focus will be on development of the centerline horizontal alignment alternatives and order of magnitude right-of-way impacts based on a typical section and vertical profile.

The work to be performed by the Consultant under Conceptual Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria – Task completed as part of Grand Technology Gateway Environmental Assessment Project. The Consultant will review with the City design criteria to be used in the development of the roadway improvements. Criteria will conform to the City and SUDAS Standards. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Horizontal clearance.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 - Traffic Review/Analysis – Task completed by City.

Task 3 - Conceptual Roadway Alignments

Consultant will utilize horizontal and vertical alignment information completed as part of the completed S. Grand Prairie Parkway Project and the Grand Technology Gateway Environmental Assessment Project approved corridors to define the proposed alignment, and establish right-of-way, access and grading impacts. This task also includes the preparation of display materials, cost estimates and hand out information for the Council Committee Workshop(s). The purpose of this phase is to determine the preferred alignment.

As part of this task, a concept will be developed for the incorporation of a “jug handle” type intersection with S. Grand Prairie Parkway and Raccoon River Drive.

For estimating purposes, it is assumed that alignments developed, as part of the Grand Technology Gateway Environmental Assessment Project will be further refined to establish right-of-way needs to complete acquisition plats.

Task 4 – Major Roadway Culvert Conceptual Development:

Incorporate culvert concept plan completed as part of the Grand Technology Gateway Environmental Assessment Project and the existing mapping and proposed roadway concept design. The purpose of this phase is to determine preferred culvert type and location and incorporate into the overall development of the preferred roadway concept.

Task 5 – Bridge - Structure Conceptual Development:

The Consultant shall investigate various structural configurations for their ability to satisfy geometric requirements for a grade separated facility over Raccoon River Drive and the Iowa Interstate Railroad. Other factors considered include economy, aesthetic enhancements and constructability. Concepts will generally conform to Iowa Department of Transportation (Iowa DOT) standard details and design recommendations.

For budget purposes, it is assumed the following three (3) structures alternatives and estimated costs will be developed:

- Viaduct – Abutment near ground elevation
- MSE wall wrapped abutment
- Spill through abutments – berm slopes

Task 6 – Prepare Exhibits

Exhibits will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the proposed design concepts, roadway profiles and right of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, wetland mitigation site, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Conceptual Design Meetings

It is estimated that the Consultant’s staff will attend three (3) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City during the conceptual design. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 8 - Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project design duration will be five (5) months.

## **B. Limited Design Surveys and Mapping**

The Consultant shall perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic information and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

### Task 1 - Control Survey

Establish supplemental horizontal and vertical control for the Project area based on the City of West Des Moines permanent Horizontal and Vertical Control monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

### Task 2 - Topographic Survey

Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Topographic Survey will be limited to the existing Racoon River Drive and Iowa Interstate roadway and rail elevations respectively.

### Task 3 - Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

### Task 4 - Wetland Delineation Survey – Task not used.

### Task 5 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

### Task 6 - Right-of-Way Survey

The Consultant shall perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 7 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that fourteen (14) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey – Task not included.

Task 9 – Pond Sediment Survey - Task not included.

Task 10 - Public Notice of Project

Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Distribute the notice letter following the City review and approval.

Task 11 - Acquisition Plats

Prepare acquisition plats and legal descriptions for property to be acquired for the Project and perform land corner and lot surveys as needed for the preparation of the acquisition plats and legal descriptions for each parcel. Said plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a licensed land surveyor under the laws of the State of Iowa. For Estimating purposes, the following numbers of plats are assumed:

Permanent (Fee Title) Right-of-Way Acquisition Plat	14
Temporary Construction Easement	4
Permanent Easements	
Sanitary Sewer Easement	4
Water Main Easement	0
Storm Sewer Easement	0
Overland Flowage Easement	0

This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations.

**ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT**

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

- 1.) Preliminary and Final Design
- 2.) Geotechnical Exploration
- 3.) Real Estate Acquisition Services
- 4.) Preparation of Environmental Documentation
- 5.) Construction Period Services

**ATTACHMENT 2**  
**PROJECT SCHEDULE**

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

I. Basic Services of the Consultant

Anticipated Contract Approval	April 15, 2019
A. Conceptual Design	May 2019 – June 2019
B. Design Surveys and Mapping	April 2019 – May 2019



**ATTACHMENT 3**  
**SCHEDULE OF FEES**

**FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C**  
**2019 STANDARD HOURLY RATE SCHEDULE**

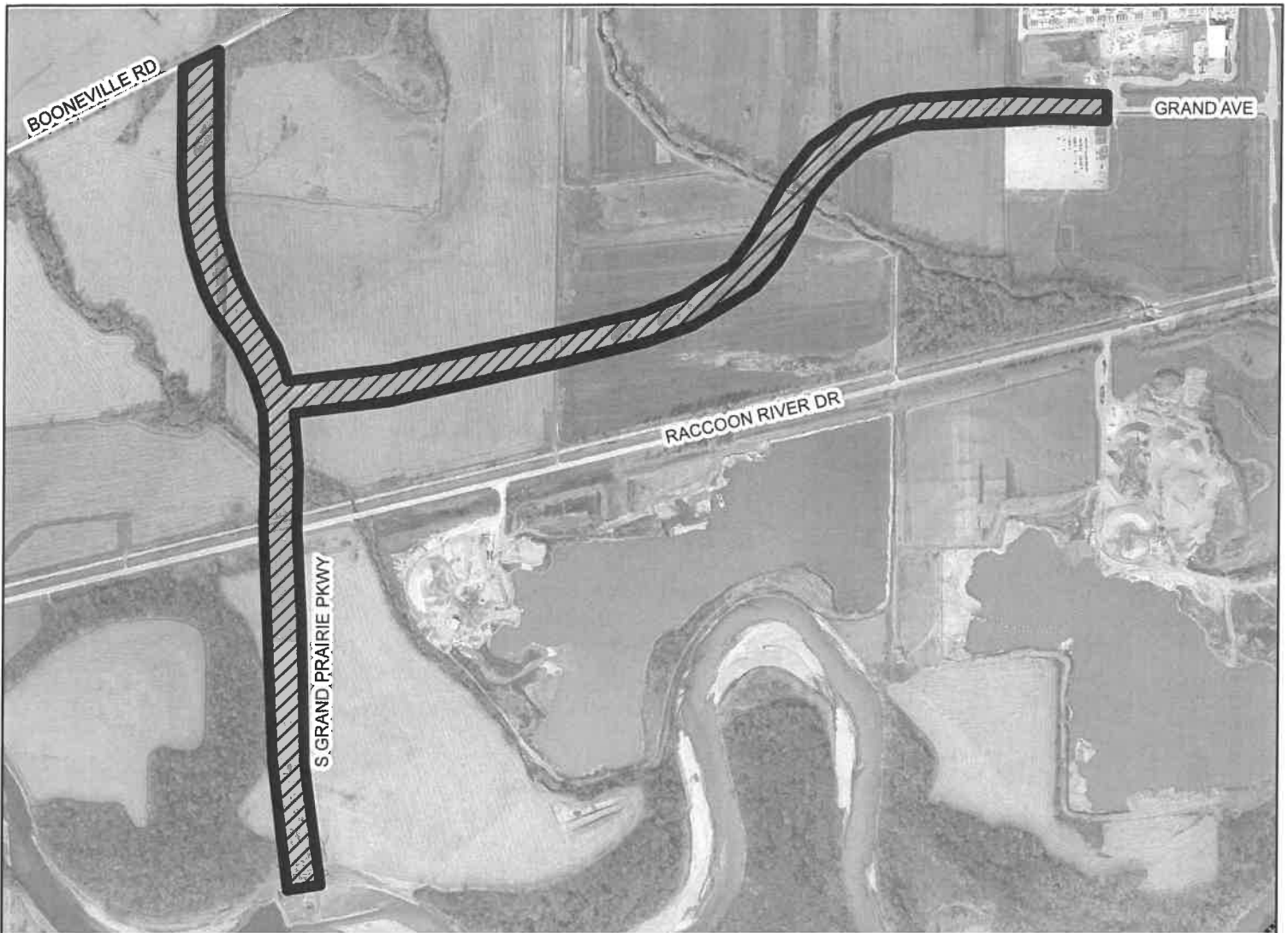
<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Director	\$198.00
Project Manager	\$165.00-\$193.00
Project Scientist	\$114.00-\$140.00
Project Engineer	\$139.00-\$184.00
Staff Engineer	\$112.00-\$137.00
Planner	\$112.00-\$184.00
Technology Manager	\$160.00
Technician	\$78.00-\$131.00
Construction Manager	\$160.00
Land Surveyor	\$129.00-\$164.00
Project Administrator	\$78.00-\$98.00
Administrative Assistant	\$60.00

**REIMBURSABLE EXPENSES**

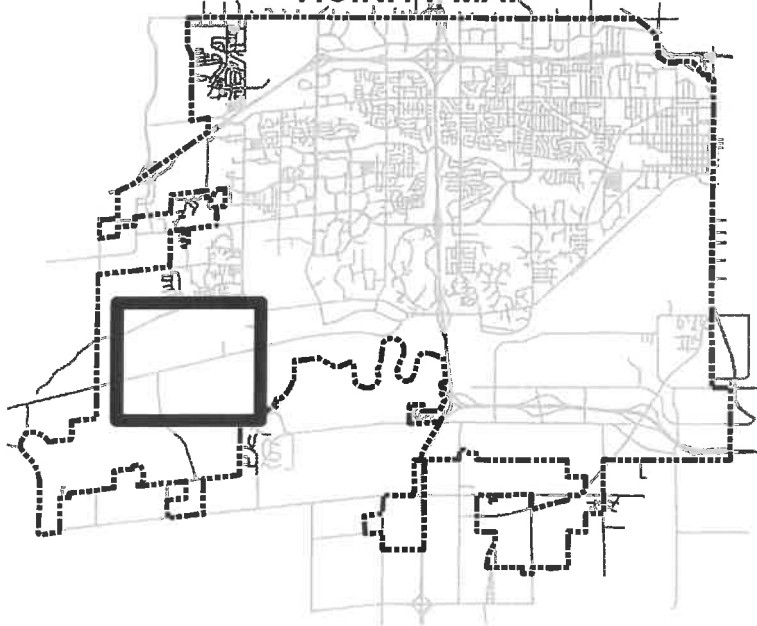
1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2019. Rates subject to change annually on January 1.



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**South Grand Prairie Parkway Grade Separation Study**

LOCATION:

**Exhibit "A"**

DRAWN BY: JDR

DATE: 4/5/2019

PROJECT NUMBER/NAME: 0510-012-2019

SHT. 1 of 1

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

**ITEM:**

**DATE: April 15, 2019**

Resolution - Approving Union Pacific Railroad Agreement for Preliminary Engineering Services  
Jordan Creek Parkway & Ashworth Road Intersection Improvements

**FINANCIAL IMPACT:**

The cost of the preliminary engineering services to be performed by the Union Pacific Railroad and associated with the proposed construction of a southbound right-turn lane on Jordan Creek Parkway at Ashworth Road are estimated not to exceed \$25,000. Expenses and actual costs incurred by Union Pacific Railroad will be invoiced to the City for reimbursement. All costs for these services can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Bond Proceeds.

**BACKGROUND:**

The City entered into a contract with McClure Engineering Company on July 23, 2018 to perform the professional services necessary for the construction of a southbound right-turn lane on Jordan Creek Parkway at Ashworth Road to improve traffic congestion. The project will include a sidewalk connection through the railroad right-of-way and West Des Moines traffic signal modifications. The construction of the turn lane impacts the existing railroad tracks and signal, thus coordination with Union Pacific Railroad is necessary. The City will not know the full extent of railroad improvements until Union Pacific Railroad has completed their preliminary engineering. Any costs associated with the railroad improvements will be handled under separate agreement at a later date.

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 Union Pacific Railroad Agreement for Preliminary Engineering Services.

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

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard J. Scieszinki, City Attorney <i>RJS</i>
Agenda Acceptance	<i>(M)</i>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING UNION PACIFIC RAILROAD AGREEMENT FOR  
PRELIMINARY ENGINEERING SERVICES**

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

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

and,

**WHEREAS**, the Union Pacific Railroad has determined that it needs to perform preliminary engineering design in order to be able to assess the railroad improvements necessary to complete the Project; and,

**WHEREAS**, the Engineering Services Department has obtained a written agreement from the Union Pacific Railroad to do the work requested, which estimates the following cost to the City of West Des Moines;

<b>Union Pacific Railroad Preliminary Engineering Services</b>	<b>\$25,000.00</b>
--	--------------------

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the Union Pacific Railroad is hereby requested to perform the preliminary engineering services necessary for the above named public project.

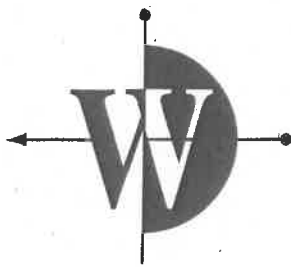
**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with the Union Pacific Railroad for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** on this 15th day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



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

**Engineering Services**

4200 Mills Civic Parkway, Suite 2E  
P.O. Box 65320  
West Des Moines, IA 50265-0320

Engineering  
515-222-3475  
FAX 515-273-0603

Date April 15, 2019

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES  
AND SUBMITTAL OF EXHIBIT "A" FOR RAILROAD APPROVAL**

Crossing: Public: At Grade  
State: IA City: West Des Moines  
MP: 299.74-299.80 Waukee Industrial Lead  
Jordan Creek Crossing / DOT # 193010M  
Dallas County

Chris Keckeisen  
Manager, Industry & Public Projects  
Union Pacific Railroad Company  
1400 Douglas Street, STOP 0910  
Omaha, NE 68179

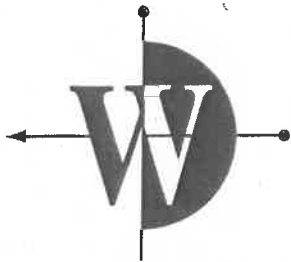
Dear Mr. Keckeisen:

Plans are being prepared to add a southbound right-turn lane at the location referenced above. The proposed work includes new street pavement, sidewalk, ADA ramp improvements, and storm sewer modifications. In connection with the project, the Agency considers it necessary for the successful advancement of the project for your company to collaborate in the development of the project by performing the following:

- preliminary engineering and other related services
- development of cost estimates
- review of the project's preliminary layouts

The Agency authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities. The Railroad has estimated that these preliminary engineering and other preliminary costs will not exceed \$25,000.00. Payment will be made within thirty (30) days from the Agency's receipt and approval of the Railroad's request for reimbursement. Railroad will refer to Agency's Project Number 0510-052-2018 and forward invoices to Brian Hemesath.

Additionally, attached for your company's review and approval is one (1) set of half-scale prints of the concept plans marked **Exhibit A**, which are the 75% complete plans and show the basic features of the proposed highway project at the location referenced above. Please review and provide comment on the basic features of the **Exhibit A** as soon as possible. Also enclosed is one (1) set of photos of the project area.



THE CITY OF  
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**Engineering Services**

4200 Mills Civic Parkway, Suite 2E  
P.O. Box 65320  
West Des Moines, IA 50265-0320

Engineering  
515-222-3475  
FAX 515-273-0603

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company, as identified in **Exhibit A** and submit them at your earliest convenience so that they may be attached to the railroad generated Construction & Maintenance (C&M) agreement.

This agreement is intended to address Preliminary Engineering. It is understood by both parties that railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. If the Project is approved, Union Pacific will continue to work with the Agency to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project is constructed, if at all, at no cost to the railroad.

The Agency and the Railroad will enter into separate License, Right of Entry, Construction and Maintenance Agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The Agreements will be drafted by Union Pacific and forwarded to the Agency after the **Exhibit A** and cost estimates have been approved.

Please contact Brian Hemesath at telephone number (515) 273-0642 or via email at [Brian.Hemesath@wdm.iowa.gov](mailto:Brian.Hemesath@wdm.iowa.gov) if you have any questions. Your assistance in this matter is appreciated.

Sincerely,

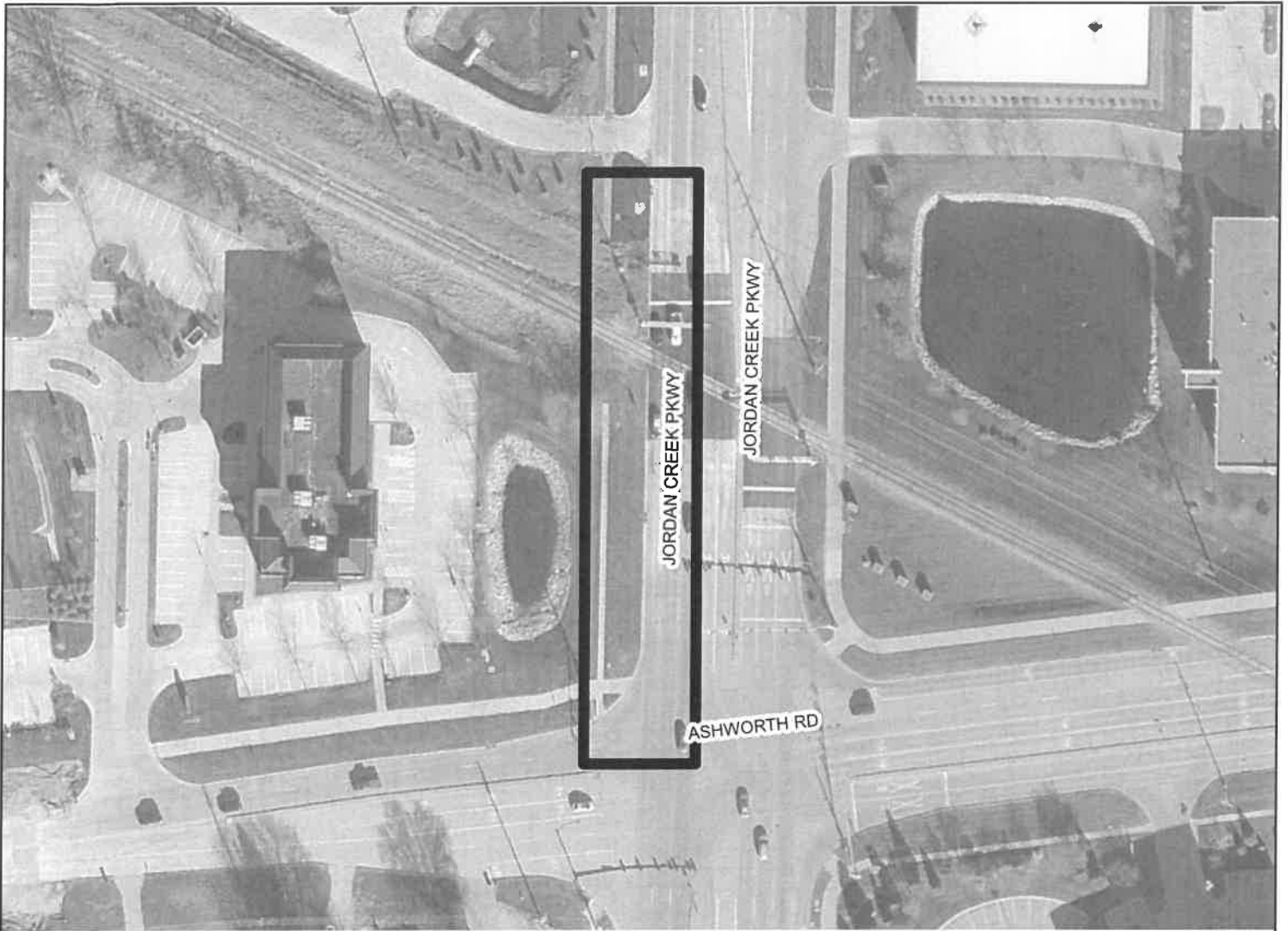
Brian Hemesath  
City Engineer  
City of West Des Moines

Ryan T. Jacobson  
City Clerk  
City of West Des Moines

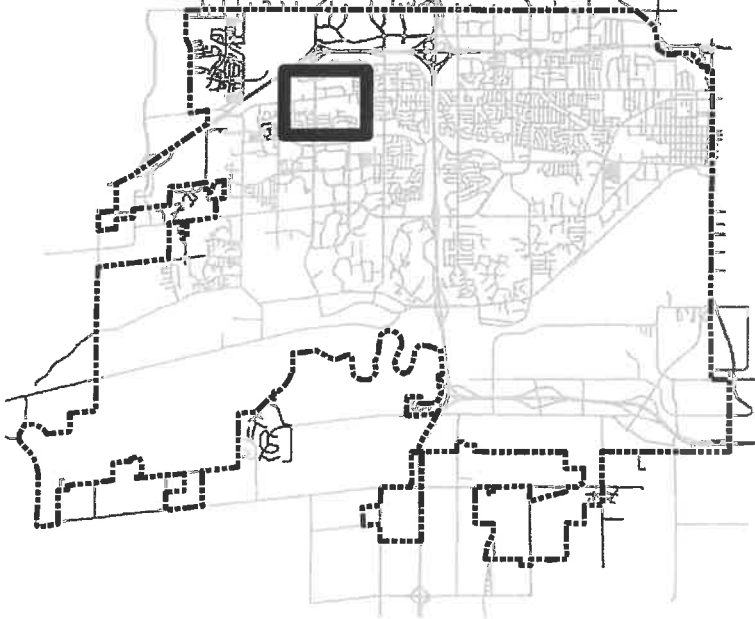
UNION PACIFIC RAILROAD COMPANY

By \_\_\_\_\_ Date \_\_\_\_\_  
Chris Keckeisen  
Manager, Industry & Public Projects

Attachment(s)  
cc:



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



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

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT NUMBER/NAME: 0510-052-2018

SHT. 1 of 1

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

**ITEM:****DATE: April 15, 2019**

Resolution - Approving Buckeye Pipeline Agreement  
Veterans Parkway – SW 60th Street to SW Wild Rose Lane

**FINANCIAL IMPACT:** None**BACKGROUND:**

Buckeye Pipeline has a 6-inch high pressure petroleum products pipeline that extends under proposed Veterans Parkway from SW 60th Street to SW Wild Rose Lane. Buckeye Pipeline has very stringent bury depths and other design requirements that initially may have warranted relocation/realignment. Initial cost estimates received from Buckeye Pipeline were nearly \$650,000 for the relocation/realignment of the existing pipeline. City Staff negotiated with Buckeye Pipeline and reached the Agreement presented herein, which comes at no cost to the City at this time. To abbreviate, the Agreement states that if Buckeye Pipeline needs to make repairs or perform maintenance on their pipeline, any impacts to Veterans Parkway will need to be paid for by the City of West Des Moines. The Agreement only covers the initial two lanes to be constructed with this Project and will have to be amended at such time Veterans Parkway is widened to four lanes.

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 Buckeye Pipeline Agreement.

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

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
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 BUCKEYE PIPELINE AGREEMENT**

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

**Veterans Parkway – SW 60th Street to SW Wild Rose Lane  
Project No. 0510-010-2017**

and,

**WHEREAS**, the Buckeye Pipeline has determined that the proposed alignment of their existing pipeline does not meet their design requirements to be perpendicular to the roadway; and,

**WHEREAS**, the Buckeye Pipeline has determined that the proposed roadway elevations of the initial two lanes of Veterans Parkway meet their design requirements, but when widened ultimately to four lanes do not initially meet their design requirements;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Buckeye Pipeline and the City of West Des Moines have reached a written agreement that the existing pipeline will remain in its current location/alignment and the roadway elevations will be adjusted to meet Buckeye Pipeline design requirements during initial and future roadway expansions for the above named public project.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with the Buckeye Pipeline.

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## **ENCROACHMENT AGREEMENT**

### **Recorder's Cover Sheet**

#### **Preparer Information:**

Wesley D. Pekarek  
Buckeye Pipe Line Transportation LLC  
1315 N. Sterling Ave.  
Sugar Creek, MO 64054  
(816) 836-6096

#### **Taxpayer Information:**

City of West Des Moines

#### **Return Document To:**

Right of Way Department  
Buckeye Pipe Line Transportation LLC  
Five TEK Park  
9999 Hamilton Boulevard  
Breinigsville, PA 18031

**Grantor (COMPANY):** BUCKEYE PIPE LINE TRANSPORTATION LLC

**Grantee (OWNER):** CITY OF WEST DES MOINES

**Legal Description:** See EXHIBIT "010-02-F1" and EXHIBIT "010-02-F2"

**Book & Page Reference of previously recorded documents:** 75/482 & 2018/3351

STATE OF IOWA  
COUNTY OF MADISON

R/W #353  
LINE #UR762OI

## ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT**, made this 15th day of April, 2019, between BUCKEYE PIPELINE TRANSPORTATION LLC, a limited liability company, whose address is Five TEK Park, 9999 Hamilton Boulevard, Breinigsville, Pennsylvania 18031, hereinafter referred to as “**COMPANY**” and CITY OF WEST DES MOINES, a municipal corporation organized under the laws of the State of Iowa, which has offices at 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, hereinafter referred to as “**OWNER**”;

### WITNESSETH:

WHEREAS, **OWNER** is in possession of the tract of land described as follows:

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 2, Township 77 North, Range 26 West in Madison County, Iowa, more particularly described on EXHIBIT “010-02-F1” and EXHIBIT “010-02-F2”, attached hereto and made a part hereof.

By virtue of a Warranty Deed, dated November 26, 2018 and recorded on December 12, 2018 in Book 2018 at Page 4057 in the Office of the Recorder of Deeds for Madison County, Iowa.

WHEREAS, **COMPANY** is the owner of a 6-inch High Pressure Petroleum Products Pipeline and Easement therefore described as follows:

The Northeast Quarter of the Southeast Quarter of Section 2, Township 77 North, Range 26 West in Madison County, Iowa.

By virtue of that certain Right of Way Contract dated February 7, 1941 being recorded in Book 75, Page 482 in the Office of the Recorder of Deeds of Madison County, Iowa.

WHEREAS, **COMPANY** is the successor of all the rights, title and interest in and to said Right of Way Contract described above; and

WHEREAS, **OWNER** is the owner and developer of the above described tract of land that contains said Pipeline and Easement, and,

WHEREAS, **OWNER** has requested permission from **COMPANY** to install, maintain, repair, and replace one (1) hard surface two lane street known as “Veterans Parkway” with associated shoulder on **COMPANY**’s right of way and easement, crossing the entire width of **COMPANY**’s right of way and easement, over the **COMPANY**’s pipeline. These encroachments are more specifically shown on EXHIBIT “A”, attached hereto and made apart hereof (the “Encroachments”); and

WHEREAS, under the terms of this Agreement, **COMPANY** is willing to permit the Encroachments, subject to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties, **COMPANY** and **OWNER** agree as follows:

1. **OWNER** shall notify **COMPANY**'s local Operations Manager at its Sugar Creek, Missouri, Terminal Office at telephone (816) 836-6011 a minimum of three working days in advance of the commencement of the construction activities. No work shall take place within the **COMPANY**'s pipeline right of way and easement without a **COMPANY** on-site inspector present. The **COMPANY**'S inspection staff will be readily available upon a minimum of three working days of advance notice by **OWNER** such that project, maintenance, repair, and replacement delays are not incurred by the **OWNER**. The **COMPANY** will make reasonable efforts to provide **COMPANY** inspectors at no charge to **OWNER**. If the **COMPANY** is required to contract with a pipeline inspector to ensure **OWNER** does not incur delay, the reasonable costs of the contract pipeline inspector will be paid by the **OWNER**. Future maintenance, repair, and replacement work within **COMPANY**'s right-of-way and easement shall be in compliance with **COMPANY**'s Right-of-Way Use Restrictions Specification Revision 5.0 attached hereto and made a part hereof as "EXHIBIT B".

**COMPANY** shall notify **OWNER** at West Des Moines City Hall at telephone (515) 222-3475 a minimum of three working days in advance of commencement of maintenance or construction activities, except in the event of a pipeline emergency. No work shall take place within the **OWNER**'S right of way without advance notification.

2. Except as provided herein, **OWNER** covenants and agrees not to place or permit the placement of any building, structure, tree, shrub, barrier, object or material over, under, or upon said right-of-way and easement which might interfere with **COMPANY**'s free access thereto or to said pipeline(s) and appurtenances and **COMPANY**'s free and uninterrupted use thereof and exercise of its rights hereunder and not to engage in or permit any activity which would directly or indirectly alter the depth of soil cover over or under the pipeline(s) or appurtenances and not to move or place heavy objects or materials within said right-of-way and easement of such pipeline(s) or appurtenances.
3. With the exception of the Encroachments which are explicitly approved by **COMPANY** under this Agreement by virtue of their inclusion on the attached EXHIBIT "A", **OWNER** agrees to adhere to the requirements of **COMPANY**'s Right-of-Way Use Restrictions Specification Revision 5.0 attached hereto and made a part hereof as "EXHIBIT B".
4. Except as provided herein, **COMPANY** shall have the right to remove any object, barrier, utility or other material located in violation of the aforesaid Right-of-Way Use Restrictions Specification Revision 5.0 or which otherwise might interfere with **COMPANY**'s free access to the pipeline and right-of-way and appurtenances and

**COMPANY's** free and uninterrupted use thereof and exercise of its rights described herein or in said Right of Way Contract.

5. In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachments causes **COMPANY** to incur any cost that in any manner relates to **COMPANY's** operation, maintenance, removal, repair, replacement, construction, alteration, relocation, changing the size of, addition to and/or inspection of the pipeline or the cleanup or handling of any spills of petroleum products, **OWNER**, its successors or assigns, agrees to reimburse **COMPANY** for any and all such direct, reasonable costs that would not have been incurred but for the existence of the Encroachments. **OWNER** hereby agrees that **COMPANY** will not be held liable for any damages to the Encroachments arising from **COMPANY's** operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the pipeline.
6. **OWNER** will indemnify, save, hold harmless, and at **COMPANY's** option, defend **COMPANY**, its parent and affiliated companies and their directors, officers, employees, and agents of each such Company from any and all claims, demands, costs (including without limitation reasonable attorney's and expert witnesses' fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury and death to persons or damage or loss of property, real or personal, environmental damages, or other business losses, including those made or incurred by **COMPANY** of its parent or affiliated companies and their directors, officers, employees, and agents of each such Company, or third parties, or governmental agencies to the extent arising from the existence, construction, operation, maintenance, relocation, or removal of the Encroachments, except those arising from **COMPANY's** negligence or willful misconduct.
7. Large landscaping is not permitted on **COMPANY's** right of way and easement, including, but not limited to, trees, bushes, and shrubs. **OWNER** further agrees that **COMPANY** has the right and shall have the right to maintain the right of way and easement clear of trees, bushes, shrubs, undergrowth and brush if in **COMPANY's** opinion it is needed to prevent damage or interference with the efficient operation, maintenance and patrol of the pipeline.
8. Except as herein provided, all of the terms and conditions of the aforementioned Right of Way Contract as hereinabove described shall remain in full force and effect.
9. This agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

*(Signatures on the following pages)*

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year aforesaid.

Signed in the presence of:

**OWNER:**  
CITY OF WEST DES MOINES

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF IOWA                    )  
  )  
COUNTY OF POLK                )     ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2019, before me, a Notary of Public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_, City of West Des Moines, known to me to be the person who executed this instrument on behalf of said municipal corporation and acknowledged to me that he executed the same for the purposes herein stated.

\_\_\_\_\_  
Notary Public

**COMPANY:**

Signed in the presence of:

BUCKEYE PIPE LINE TRANSPORTATION LLC

Witness: \_\_\_\_\_

By: \_\_\_\_\_

David G. Boone  
Sr. Manager, Right of Way, Real Estate &  
Damage Prevention

COMMONWEALTH OF PENNSYLVANIA :

§

COUNTY OF LEHIGH :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the subscriber, a Notary Public in and for said County, appeared David G. Boone, to me personally known, who, being by me duly sworn, did say that he is the Sr. Manager, Right-of-Way, Real Estate & Damage Prevention of Buckeye Pipe Line Transportation LLC, a Delaware limited liability company, and he acknowledged the execution of said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

# INDEX LEGEND

COUNTY: MADISON

TRS AND ALIQUOT PART: NE¼ SE¼ SEC. 2, T77N, R26W  
NW¼ SW¼, NE¼ SW¼, & SE¼ SW¼ SEC. 1, T77N R26W

PROPRIETOR: FLINN FARMS, LLC

REQUESTED BY: CITY OF WEST DES MOINES

SURVEYOR: JOHN DEWEY

COMPANY: MCCLURE ENGINEERING

RETURN TO: JOHN DEWEY  
1360 NW 121ST ST STE A  
CLIVE, IA 50325 / 515-964-1229

## ACQUISITION PLAT

EXHIBIT 010-02-F1

IN THE NE ¼ OF THE SE ¼ OF SECTION 2, AND IN THE NW ¼ OF THE SW ¼, THE NE ¼ OF THE SW ¼, AND THE SE ¼ OF THE SW ¼ OF SECTION 1, ALL BEING IN TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 6TH P.M., MADISON COUNTY, IOWA.

### LEGAL DESCRIPTION

BEING A PART OF THE NE ¼ OF THE SE ¼ OF SECTION 2, AND PART OF THE NW ¼ OF THE SW ¼, THE NE ¼ OF THE SW ¼, AND THE SE ¼ OF THE SW ¼ OF SECTION 1, ALL OF WHICH IS IN TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 6TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### \*AREA A\*

BEGINNING AT THE SE CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID NE ¼ OF THE SE ¼, S83°59'34"W, 33.14 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF WOODLAND AVENUE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, N00°43'43"W, 30.38 FEET; THENCE N50°55'05"W, 49.02 FEET; THENCE S83°16'38"W, 154.30 FEET; THENCE S78°44'52"W, 140.12 FEET; THENCE N88°37'47"W, 110.48 FEET; THENCE S82°19'59"W, 69.88 FEET; THENCE S71°07'57"W, 131.73 FEET; THENCE N88°08'12"W, 141.61 FEET; THENCE S75°05'05"W, 80.13 FEET; THENCE S25°57'02"W, 37.44 FEET TO A POINT ON THE SOUTH LINE OF SAID NE ¼ OF THE SE ¼; THENCE ALONG SAID SOUTH LINE, S83°59'34"W, 409.34 FEET TO THE SW CORNER OF SAID NE ¼ OF THE SE ¼; THENCE ALONG THE WEST LINE OF SAID NE ¼ OF THE SE ¼, N00°37'40"W, 202.45 FEET; THENCE N89°41'13"E, 81.62 FEET; THENCE S85°18'54"E, 165.28 FEET; THENCE N88°43'18"E, 100.61 FEET; THENCE N77°26'08"E, 75.24 FEET; THENCE N72°00'43"E, 91.37 FEET; THENCE S87°03'53"E, 51.07 FEET; THENCE N75°02'23"E, 126.11 FEET; THENCE N85°09'05"E, 200.61 FEET; THENCE S7°55'17"E, 226.14 FEET; THENCE N83°20'09"E, 150.10 FEET; THENCE N40°51'20"E, 44.22 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF WOODLAND AVENUE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, N00°43'43"W, 28.53 FEET; THENCE N89°16'17"E, 33.00 FEET TO A POINT ON THE EAST LINE OF SAID NE ¼ OF THE SE ¼; THENCE ALONG SAID EAST LINE, S00°43'43"E, 234.75 FEET TO THE POINT OF BEGINNING, SAID AREA CONTAINING 4.62 ACRES INCLUDING 0.18 ACRES OF EXISTING RIGHT OF WAY EASEMENT, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

#### \*AREA B\*

COMMENCING AT THE SW CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF SAID NW ¼ OF THE SW ¼, N83°35'23"E, 20.10 FEET TO THE POINT OF BEGINNING; THENCE N00°43'43"W, 232.76 FEET; THENCE N89°16'17"E, 13.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY OF WOODLAND AVE; THENCE S50°42'55"E, 42.09 FEET; THENCE N84°38'40"E, 595.93 FEET; THENCE N78°50'57"E, 100.68 FEET; THENCE S88°10'23"E, 301.48 FEET; THENCE N86°46'05"E, 236.04 FEET; THENCE N87°11'29"E, 89.25 FEET; THENCE N84°34'41"E, 100.23 FEET; THENCE N87°39'17"E, 126.79 FEET; THENCE S89°28'41"E, 250.85 FEET; THENCE S88°33'24"E, 150.93 FEET; THENCE N88°04'46"E, 245.28 FEET; THENCE N61°21'08"E, 105.07 FEET; THENCE S76°25'55"E, 103.08 FEET; THENCE N87°08'14"E, 122.21 FEET TO A POINT ON THE EAST LINE OF SAID NE ¼ OF THE SW ¼; THENCE ALONG SAID EAST LINE, S00°09'19"E, 32.14 FEET TO THE SE CORNER OF THE NE ¼ OF THE SW ¼; THENCE ALONG THE EAST LINE OF SAID SE ¼ OF THE SW ¼, S00°09'00"E, 102.86 FEET; THENCE S88°05'35"W, 206.31 FEET; THENCE S88°28'55"W, 30.00 FEET; THENCE S89°26'14"W, 209.54 FEET; THENCE N89°28'49"W, 119.48 FEET; THENCE S84°21'22"W, 129.88 FEET; THENCE N87°20'20"W, 199.50 FEET; THENCE S83°13'21"W, 69.90 FEET; THENCE S87°53'38"W, 29.84 FEET; THENCE S88°59'30"W, 204.01 FEET; THENCE S84°19'31"W, 100.06 FEET; THENCE S84°02'19"W, 99.16 FEET; THENCE N86°58'40"W, 90.09 FEET; THENCE S86°28'22"W, 70.53 FEET; THENCE S78°46'40"W, 30.09 FEET; THENCE N89°18'38"W, 84.15 FEET; THENCE S81°27'34"W, 194.54 FEET; THENCE N89°01'02"W, 154.90 FEET; THENCE S88°05'14"W, 104.47 FEET; THENCE S78°49'27"W, 145.00 FEET; THENCE N89°08'05"W, 175.23 FEET; THENCE S77°04'38"W, 125.28 FEET; THENCE S18°11'38"W, 50.27 FEET TO THE INTERSECTION OF SAID EXISTING EASTERLY RIGHT OF WAY AND THE SOUTH LINE OF SAID NW ¼ OF THE SW ¼; THENCE ALONG SAID SOUTH LINE, S83°35'23"W, 13.06 FEET TO THE POINT OF BEGINNING, SAID AREA CONTAINING 8.83 ACRES INCLUDING 0.07 ACRES OF EXISTING RIGHT OF WAY EASEMENT, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THIS ACQUISITION PLAT IS BEING PREPARED FOR THE CONSTRUCTION OF VETERANS PARKWAY.

#### REQUESTED BY:

CITY OF WEST DES MOINES  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IOWA 50265

#### PROPRIETORS:

FLINN FARMS, LLC  
3711 60TH STREET  
CUMMING, IA 50081

#### AREA SUMMARY:

SECTION 2-77-26 \*AREA A\*  
PROPOSED ROW:  
NE¼ SE¼ = 4.44 ACS.  
ROW EASEMENT:  
NE¼ SE¼ = 0.18 AC.  
TOTAL \*AREA A\* = 4.62 ACS.

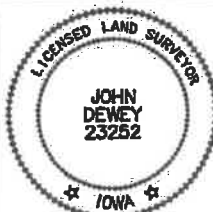
SECTION 1-77-26 \*AREA B\*  
PROPOSED ROW:  
NW¼ SW¼ = 4.28 ACS.  
NE¼ SW¼ = 2.98 ACS.  
SE¼ SW¼ = 1.30 ACS.  
= 8.56 ACS.

ROW EASEMENT:  
NW¼ SW¼ = 0.07 AC.  
TOTAL \*AREA B\* = 8.63 ACS.

OVERALL TOTAL:  
ROW EASEMENT = 0.25 AC.  
PROPOSED ROW = 13.00 ACS.  
TOTAL = 13.25 ACS.

**MCCLURE**  
ENGINEERING CO.  
building strong communities.

1360 NW 121st Street, STE A  
Clive, Iowa 50325  
515-964-1229  
fax: 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *John Dewey*

DATE: 5-23-18

MY LICENSE RENEWAL DATE: OCTOBER 31, 2019

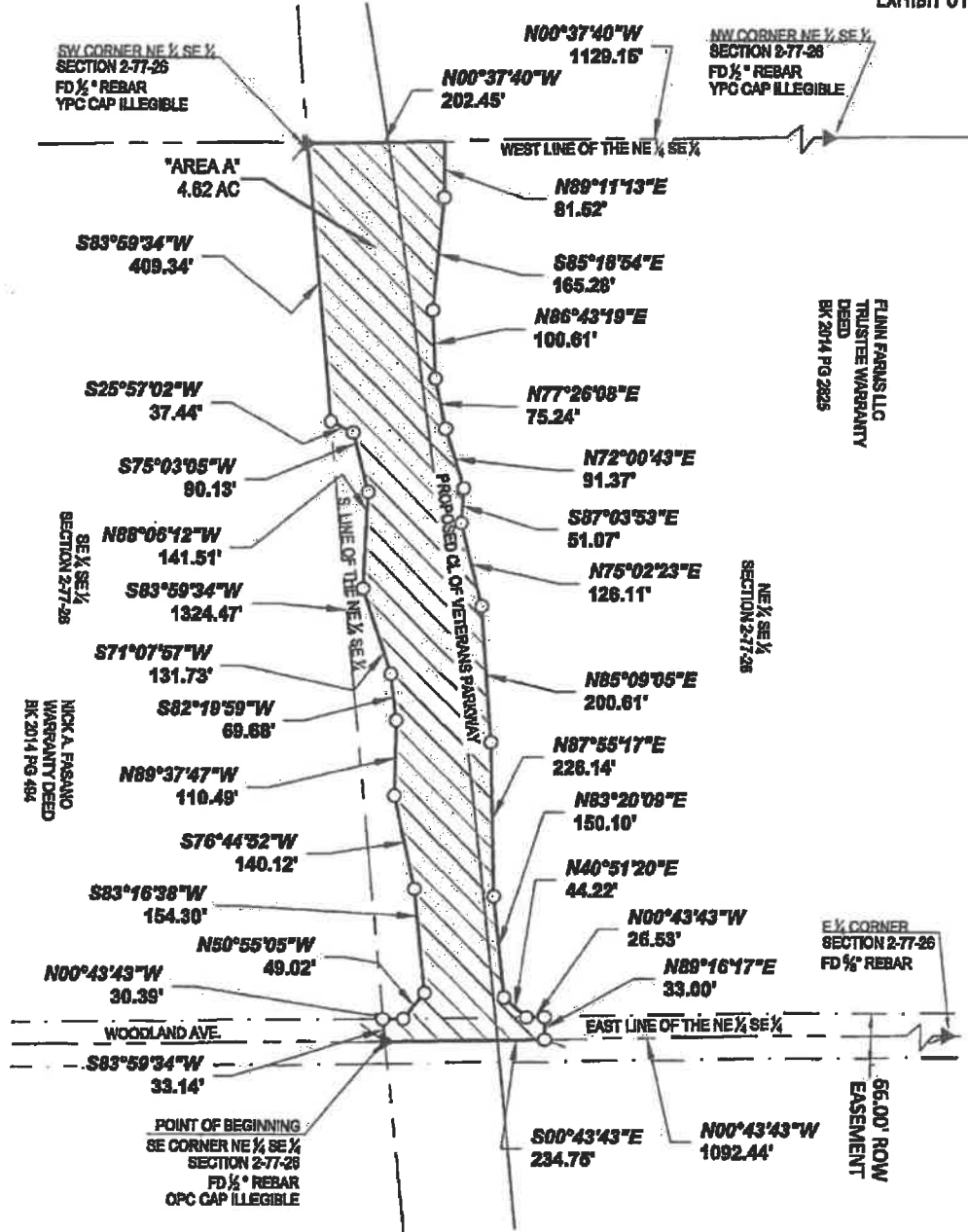
PAGES OR SHEETS COVERED BY THIS SEAL: 3 SHEETS

DATE SURVEYED: 01/03/2018

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SHEET 1 OF 3





FLINN FARMS LLC  
TRUSTEE WARRANTY  
DEED  
BK 2014 PG 2825

NE 1/4 SE 1/4  
SECTION 2-77-28

SE 1/4 SE 1/4  
SECTION 2-77-26

NICK A. FARANO  
WARRANTY DEED  
BK 2014 PG 494

E 1/4 CORNER  
SECTION 2-77-26  
FD 1/2\"/>

POINT OF BEGINNING  
SE CORNER NE 1/4 SE 1/4  
SECTION 2-77-26  
FD 1/2\"/>



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Clive, Iowa 50325  
515-964-1229  
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NORTH



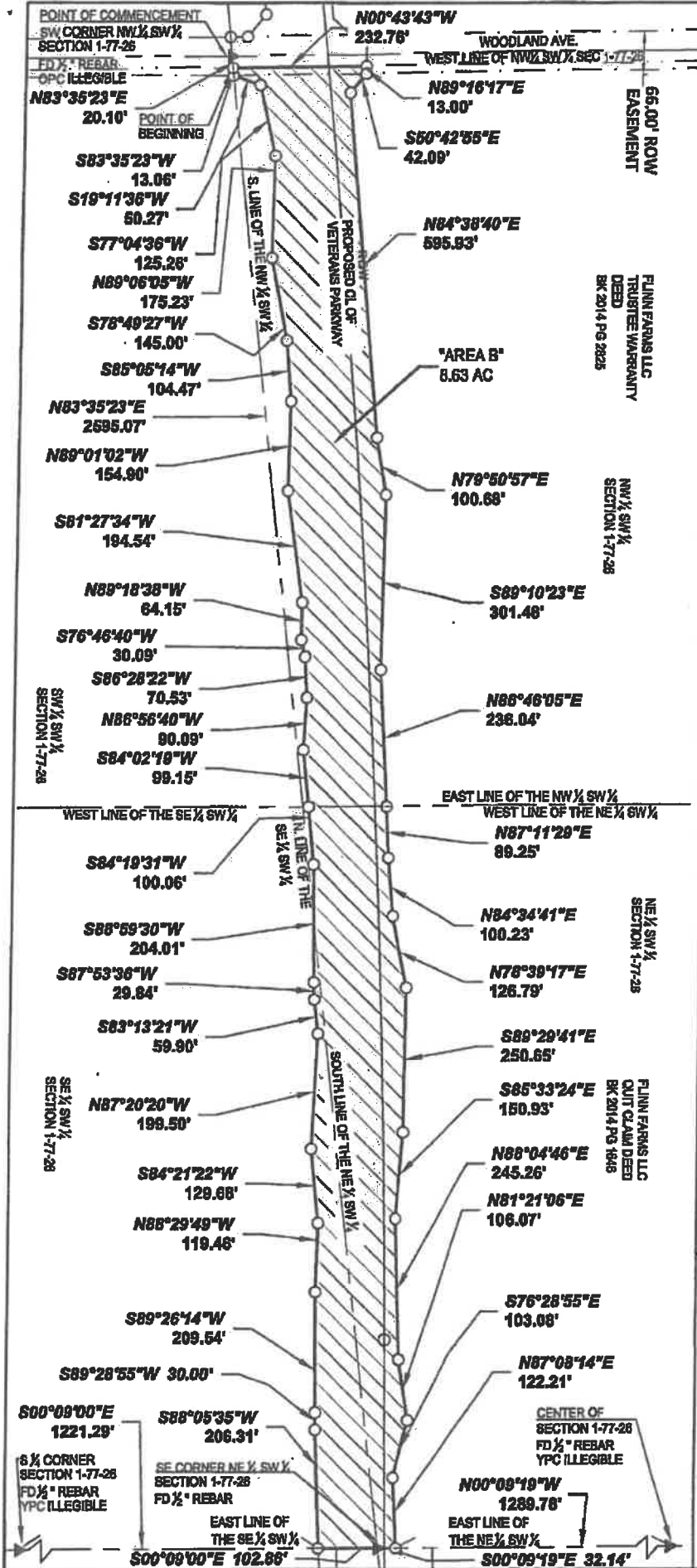
(IN FEET)  
1 inch = 200 ft.

DRAWING PATH:

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**GENERAL LEGEND**

- BOUNDARY LINE
  - - - SECTION LINE
  - · - · - EXIST EASEMENT LINE
- MONUMENTS FOUND:
- ▲ - SECTION CORNER (TYPE AS NOTED)
- MONUMENTS SET:
- - 1/2" REBAR WITH OPC #23262
- ABBREVIATIONS:
- R.O.W. - RIGHT-OF-WAY
  - BK, PG - BOOK AND PAGE
  - (M) - MEASURED DISTANCE/ANGLE
  - (R) - RECORD DISTANCE/ANGLE
  - P.U.E. - PUBLIC UTILITY EASEMENT
  - BPC - BLUE PLASTIC CAP
  - YPC - YELLOW PLASTIC CAP
  - OPC - ORANGE PLASTIC CAP
  - GPC - GREEN PLASTIC CAP
  - P.O.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT

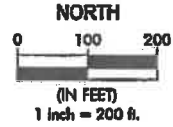


**GENERAL LEGEND**

- BOUNDARY LINE
  - - - SECTION LINE
  - · - · - · EXIST EASEMENT LINE
- MONUMENTS FOUND:
- ▲ - SECTION CORNER (TYPE AS NOTED)
- MONUMENTS SET:
- - 1/2" REBAR WITH OPC #23282
- ABBREVIATIONS:
- R.O.W. - RIGHT-OF-WAY
  - BK, PG - BOOK AND PAGE
  - (M) - MEASURED DISTANCE/ANGLE
  - (R) - RECORD DISTANCE/ANGLE
  - P.U.E. - PUBLIC UTILITY EASEMENT
  - BPC - BLUE PLASTIC CAP
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  - OPC - ORANGE PLASTIC CAP
  - GPC - GREEN PLASTIC CAP
  - P.O.C. - POINT OF COMMENCEMENT
  - P.O.B. - POINT OF BEGINNING



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 515-964-1229  
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DRAWING PATH:  
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# INDEX LEGEND

COUNTY: MADISON

TRS AND ALIQUOT PART: NE¼ SE¼ SEC. 2, T77N, R26W

PROPRIETOR: FLINN FARMS, LLC

REQUESTED BY: CITY OF WEST DES MOINES

SURVEYOR: JOHN DEWEY

COMPANY: MCCLURE ENGINEERING

RETURN TO: JOHN DEWEY  
1360 NW 121ST ST STE A  
CLIVE, IA 50325 / 515-964-1229

## ACQUISITION PLAT

EXHIBIT 010-02-F2

IN THE NE ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 26 WEST  
OF THE 5TH P.M., MADISON COUNTY, IOWA.

### LEGAL DESCRIPTION

BEING A PART OF THE NE ¼ OF THE SE ¼ OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID NE ¼ OF THE SE ¼, S83°59'34"W, 33.14 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY OF WOODLAND AVE, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, S83°59'34"W, 881.99 FEET; THENCE N25°57'02"E, 37.44 FEET; THENCE N75°03'05"E, 90.13 FEET; THENCE S88°06'12"E, 141.51 FEET; THENCE N71°07'57"E, 131.73 FEET; THENCE N82°19'59"E, 69.68 FEET; THENCE S89°37'47"E, 110.49 FEET; THENCE N76°44'52"E, 140.12 FEET; THENCE N83°16'38"E, 154.30 FEET; THENCE S60°55'05"E, 49.02 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF WOODLAND AVENUE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°43'43"E, 30.39 FEET TO THE POINT OF BEGINNING, SAID AREA CONTAINS 0.98 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THIS ACQUISITION PLAT IS BEING PREPARED FOR THE CONSTRUCTION OF VETERANS PARKWAY.

### GENERAL LEGEND

———— BOUNDARY LINE  
- - - - SECTION LINE  
- . - . - . EXIST EASEMENT LINE

MORUMENTS FOUND:

▲ - SECTION CORNER  
(TYPE AS NOTED)

MORUMENTS SET:

○ - 1/2" REBAR  
WITH OPC #23252

ABBREVIATIONS:

R.O.W. - RIGHT-OF-WAY  
BK, PG - BOOK AND PAGE  
(M) - MEASURED DISTANCE/ANGLE  
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OPC - ORANGE PLASTIC CAP  
GPC - GREEN PLASTIC CAP  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT

### REQUESTED BY:

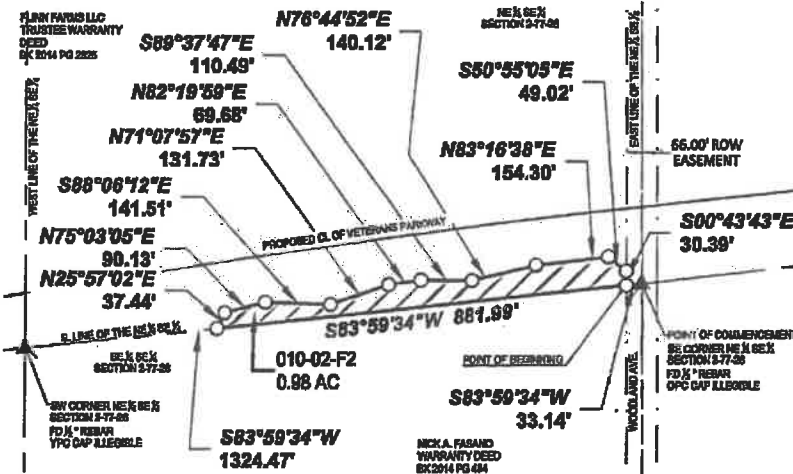
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IOWA 50265

### PROPRIETORS:

FLINN FARMS, LLC  
3711 50TH STREET  
CUMMING, IA 50061

### AREA SUMMARY:

0.98 ACRE



NORTH



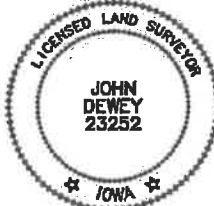
(IN FEET)  
1 inch = 300 ft.

DRAWING PATH:

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ENGINEERING CO.  
building strong communities.

1360 NW 121st Street, STE A  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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: JOHN DEWEY

DATE: 5-23-16

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 01/03/2016

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**McCLURE  
ENGINEERING CO.**  
Building strong communities.

1400 Hwy 1374, Suite 4  
Cris, Iowa 50529  
Ph: 515-284-2229  
Fax: 515-284-2228

**GAS MAIN  
PLAN AND PROFILE**



**VETERANS PARKWAY  
BY 40TH STREET TO  
SW WILD ROSE LANE  
CITY NO. 0910-010-3017**

DESIGNED BY  
APPROVED BY

**CHUCK PLATT - DESIGNER  
APPROVED BY**

**DATE: 11/10/16  
PROJECT NO.: 1601116**

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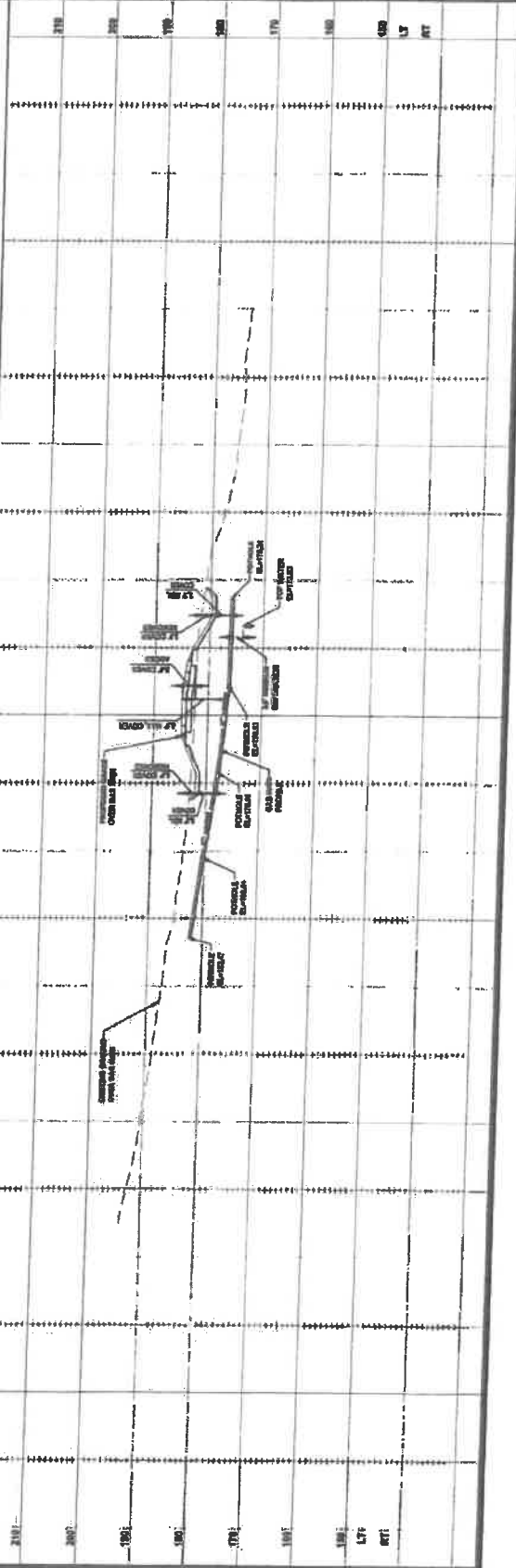
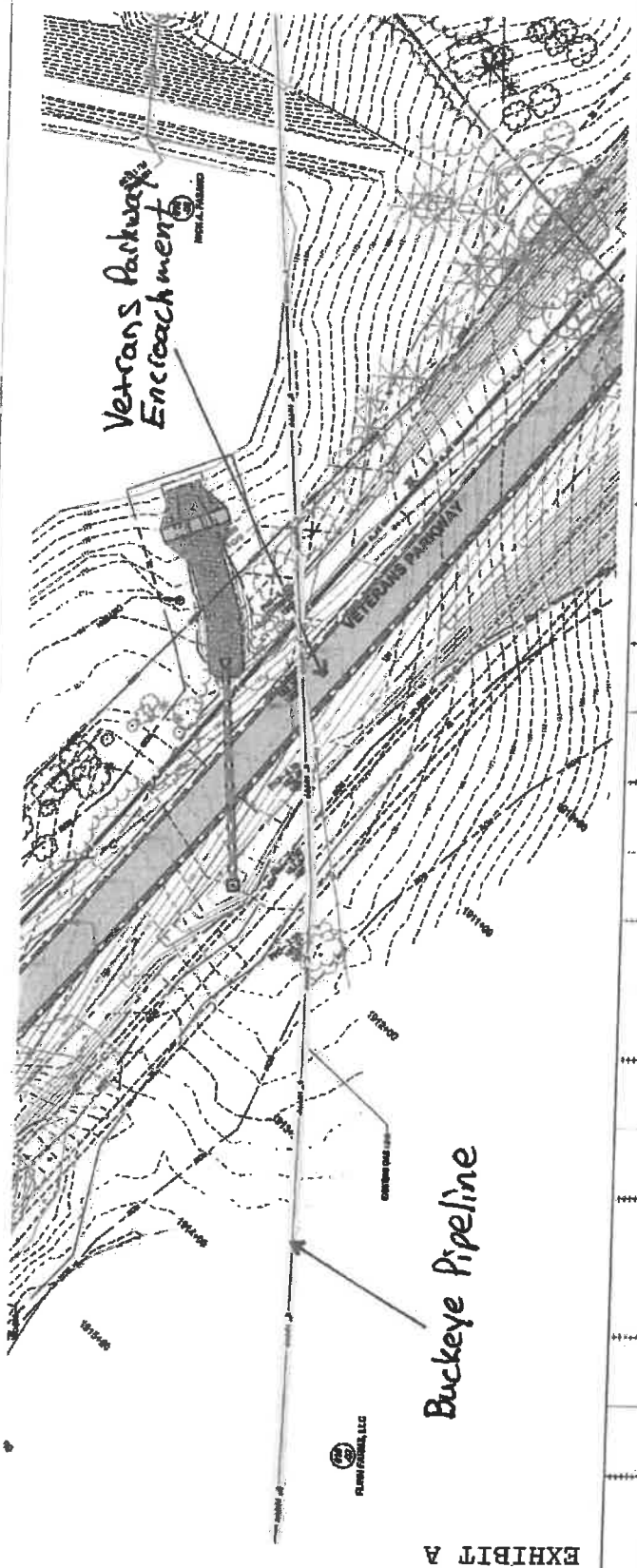


EXHIBIT B

**BUCKEYE PARTNERS, L.P. AND AFFILIATES**  
Five TEK Park, 9999 Hamilton Boulevard  
Breinigsville, PA 18031



**Right-of-Way Use Restrictions Specification**  
**Revision 5**

**Table of Contents**

<b><u>SECTION</u></b>		<b><u>PAGE NO.</u></b>
	Purpose and Scope	2
1.0	General Guidelines	2
2.0	Excavation and Construction Restrictions	4
3.0	Specific Guidelines	5
3.1	Cover, Grading, and Drainage	5
3.1.1	Cover and Grading	5
3.1.2	Drainage	5
3.2	Aboveground and Underground Structures	6
3.2.1	General Requirements	6
3.2.2	Gardening and Landscaping	6
3.2.3	Fences and Walls	6
3.3	Roads, Driveways, Sidewalks, and Parking Areas	6
3.3.1	General Requirements	6
3.4	Foreign Utility Crossings	7
3.4.1	General Requirements	7
3.4.2	Metallic Utilities	8
3.4.3	Non-Metallic Utilities	8
3.4.4	Underwater Line Crossings	8
3.4.5	Electrical, Fiber-Optic, and Communications Cables	8
3.5	Temporary Access Roads and Heavy/Construction Vehicle Crossings	9
3.6	Railroad Crossings	9
3.7	Farming and Field Tile	9
3.8	Construction-Induced Vibrations	10
3.9	Blasting Operations	10
3.10	Seismic Vibrating Operations	11
3.11	Wind Turbines	12
4.0	Deviations and Exceptions	13
5.0	Additional Information and Buckeye Contacts	13

**ATTACHMENTS**

1	Buckeye Facility Locations and Phone Numbers	14
2	Right of Way and Engineering Contacts	15
3	State One Call Systems	17
4	Application for Design Plan Submission and Encroachment Review	18
5	Reinforced-Concrete Slab Detail	22
6	Earthen Ramp Detail	23
7	Foreign Utility Trench Crossing Detail	24
8	Blasting Plan Submission Form	25
9	Excavation Safety Checklist	26

**Buckeye Partners, L.P. and Affiliates  
Right-of-Way Use Restrictions Specification  
Revision 5**



**Purpose and Scope**

This Right-of-Way Use Restrictions Specification (hereinafter called "Specification") has been developed by Buckeye Partners, L.P. and Affiliates (hereinafter called "Buckeye") and is intended for landowners, utility owners, general contractors and their sub-contractors, pipeline/utility contractors, real estate developers, brokers and agents, lending officers and title underwriters, engineers, architects, surveyors, and local / governmental elected staffs (hereinafter called "Crossing Party") as a guideline for the design and construction of proposed land development.

Buckeye appreciates this opportunity to work with you in the planning stages of your development (or construction activity), and we look forward to working with you proactively. Buckeye's primary concern when activities are taking place near our pipeline is public safety and environmental protection. The intent of this Specification is to provide a clear and consistent set of requirements that will: (1) reduce the risk of damage to our pipeline and related facilities; (2) ensure unencumbered access to our right-of-way and pipeline facilities and the availability of adequate workspace for routine maintenance, future inspection, and/or repair work on our pipeline; and (3) enable the effective corrosion protection of our pipeline.

All such activities and projects that are performed near Buckeye's pipeline facilities are subject to formal review by Buckeye prior to issuance of final written approval. Depending on the scope of the project and its impact on Buckeye's pipeline facilities, additional engineering requirements and protective measures may apply. Furthermore, any damage caused by the encroaching party to Buckeye's pipeline(s), the pipeline cathodic protection system, or other Buckeye assets is the sole responsibility of the encroaching party. Buckeye will pursue reimbursement for all costs associated with the event including, but not limited to, excavation services, inspection services, pipeline repairs, and loss of operations.

The following requirements are not only the policy of Buckeye, but comply with regulations set forth by the United States Department of Transportation, Safety Regulations, 49 CFR, Parts 192 and 195.

We want to be a good neighbor, but to do so requires us to act responsibly in protecting our right-of-way and preventing damage to the pipeline system. While we want to make every effort to accommodate your desired use of your property, our responsibility for public safety is paramount. Through proper planning and communications, we can ensure the safety and integrity of our pipeline system and the welfare of our neighbors.

**The transmittal of this Specification does not constitute Buckeye's approval or permission for the Crossing Party to begin construction or work within or across the pipeline right-of-way. Work may not commence until written authorization approving such work has been issued by Buckeye.**

---

**1.0 General Guidelines**

- 1.1 The safety of the pipeline must be considered at all times. No attempt to probe for or engage in any construction activities which might damage the pipeline is permitted.

- 1.2 Before any preliminary field work or construction begins in the vicinity of Buckeye's pipeline, a determination of the exact location and elevation of the pipeline must be made. To coordinate this procedure, please contact our local Field Operations Manager at the Buckeye facility nearest to your proposed project (see Attachment 1 for a listing of Buckeye's facilities and telephone numbers). Buckeye makes no assurance that its permanent pipeline markers are positioned directly over its pipeline(s). Line markers should be placed at intervals determined by "line of sight". The relocation, removal, or destruction of Buckeye's pipeline markers are prohibited by federal law. Pipeline markers damaged or made unusable shall be repaired or replaced at the Encroaching Party's expense.
- 1.3 All proposed drawings/plans must be submitted to Buckeye's Right of Way Department for review to determine to what extent, if any, the pipeline or right-of-way will be affected by the proposed construction and/or development. These drawings/plans must be prepared in strict compliance to Attachment 4, "Requirements for Submission of Design Plans".
- 1.4 Buckeye may require the property owner to provide proof of current ownership of the land where the proposed encroachment is to occur. Such proof may be in the form of a Title Commitment, Title Policy, or a certified copy of a recorded Conveyance Deed.
- 1.5 When any construction activity is conducted in or around our pipeline right-of-way, Buckeye's On-Site Inspector must be present at all times. **NO WORK SHALL TAKE PLACE WITHOUT A BUCKEYE ON-SITE INSPECTOR PRESENT.** For this free-of-charge service, contact our local Field Operations Manager at the Buckeye facility nearest to your proposed project.
- 1.6 The Crossing Party shall contact Buckeye for re-marking of a pipeline if the existing markers are inadequate for any reason, including disturbance due to construction activities.  
  
Note: Federal law prohibits the removal of pipeline markers.
- 1.7 The Crossing Party shall not burn trash, brush, or other items or substances within 50 feet of the pipeline.
- 1.8 The Crossing Party shall not store any equipment or materials on the right-of-way. Full access must be maintained to the pipeline(s) at all times. The stockpiling of items including soil, or topsoil over the pipeline(s) is not permitted.
- 1.9 During routine or emergency maintenance on the pipeline, the cost to restore approved surface improvements (e.g., pavement, landscaping, sidewalks, etc.) shall be the responsibility of the Crossing Party.
- 1.10 Depending on the type and nature of the encroachment, Buckeye may require the pipeline(s) within the proposed encroachment to be exposed, visually inspected, and backfilled by a Buckeye representative at the full expense of the Crossing Party. Buckeye will evaluate the pipeline(s) cathodic protection system, including the coating type and condition, for suitability of service in relation to the proposed encroachment. Should Buckeye deem that the cathodic protection system and/or coating system is insufficient for any reason, Buckeye will repair or upgrade the system at the Crossing Party's expense to accommodate the proposed encroachment. Potential cathodic protection modifications can include, but are not limited to equipment such as rectifiers, anode systems, test stations, casing pipe, and coating.

## **2.0 Excavation and Construction Restrictions**

- 2.1 Excavation operations shall be performed in accordance with appropriate State "One-Call" utility locating system requirements. As a matter of State law, anyone undertaking excavation work is required to call three (3) working days before excavating in MA, ME, MI, MO, NJ, PA, RI, SC, TN, and WI; two (2) working days in all other states (see Attachment 3 for State "One-Call" numbers).



- 2.2 The Crossing Party will conduct "white-lining" of any proposed excavation areas. Buckeye will erect temporary pipeline markers/flags (yellow) identifying the location of the pipeline within the work area, and will provide information on how to respond should the pipeline be damaged or a commodity release occur. All personnel operating equipment over or around the pipeline must be made aware of its location and what to do if they make contact with the pipeline.

**Note:** The Encroaching Party must utilize a qualified contractor of Buckeye's choice to locate and mark the existing Buckeye operated pipeline(s) using current industry practices and agrees to mark the location of the pipeline with buoys or by electronic location methods as approved by Buckeye for the duration of the construction activity in the vicinity of Buckeye's operated pipeline(s). If proposing dredging activities within 150-feet of Buckeye's pipeline(s), a dredging plan must be submitted to Buckeye for review and approval.

- 2.3 When a Crossing Party excavates near Buckeye's pipeline, a Buckeye representative must locate the pipeline and determine the depth of cover before the Crossing Party begins excavation. The Buckeye representative and the excavator must review and complete an Excavation Safety Checklist (Attachment 9). The Crossing Party shall not perform any excavation, crossing, backfilling, or construction operations until Buckeye's On-Site Inspector has reviewed the proposed work on site and given approval for work to proceed. Buckeye's On-Site Inspector shall have full authority to stop the work if it is determined that the work is being performed in an unsafe manner.
- 2.4 No equipment shall work directly over the pipeline. The Crossing Party shall install temporary fencing along Buckeye's right-of-way boundaries so that equipment will not inadvertently pass over the pipeline at locations other than those established for crossing (see Section 3.6).
- 2.5 When excavating within the right-of-way, the Crossing Party's backhoe shall have a plate welded over the teeth of the backhoe bucket, and the side cutters must be removed prior to excavation. However, if within 24 inches of the outer edge of the pipe (this "tolerance zone" extends on all sides of the pipe), only hand excavation, air cutting, and vacuum excavation are permitted.
- 2.6 No excavations shall be made on land adjacent to the pipeline that will in any way impair, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the pipeline or right-of-way.
- 2.7 The Crossing Party shall ensure all excavation work complies with OSHA's excavation standards outlined in 29 CFR 1926 and correct any noncompliant excavation site before Buckeye's On-Site Inspector or the Crossing Party enters the site to perform work.



- 2.8 If conditions require, the Crossing Party shall be directed by Buckeye to install sand or cement bags or other suitable insulating materials to maintain proper vertical clearance from the pipeline.
- 2.9 At any location where the pipeline is exposed, the Crossing Party shall provide Buckeye the opportunity to inspect the pipeline condition, install cathodic protection test leads, and/or install underground warning mesh.
- 2.10 The maximum unsupported exposed length of pipe shall be 20 feet for 4-inch-diameter pipe, 25 feet for 6-inch- to 10-inch-diameter pipe, and 35 feet for 12-inch- to 24-inch-diameter pipe. When required, the pipeline shall be supported with grout and sand bags or padded skids. At no time shall the pipeline be used as a brace to support equipment or sheeting/shoring materials.

**Note:** The Crossing Party shall submit a support plan for Buckeye's review and approval.

- 2.11 No buried pipeline may be left exposed for any duration of time without concurrence of Buckeye's On-Site Inspector.
- 2.12 Backfill and compaction shall be performed to the satisfaction and in the presence of Buckeye's On-Site Inspector. Within 5 feet of the pipeline crossing location, the Crossing Party shall place at least 12 inches of sand with no sharp gravel, rock, hard clods, vegetation, or other debris on all sides of any pipeline, and remaining backfill shall be placed so as not to disturb this padding material or damage the pipeline (see Attachment 7 for Foreign Utility Crossing Detail). Backfill over the pipe shall be compacted by hand until 18 inches of cover is achieved. The disturbed ground shall be compacted to the same degree of compaction of surrounding areas. The Crossing Party shall restore the site to its original condition except for items that are part of the Buckeye approved change.

### **3.0 Specific Guidelines**

#### **3.1 Cover, Grading, and Drainage**

##### **3.1.1 Cover and Grading:**

- a. The existing cover over the pipeline shall not be modified without Buckeye's written approval.
- b. The final grading shall net a minimum cover of 36 inches over the pipeline.
- c. In areas where buildings are proposed within 50 feet of the pipeline or due to other surface improvements and/or in areas determined by Buckeye, final grading shall net a minimum cover of 48 inches over the pipeline.
- d. The maximum allowable constructed cross-slope within the ROW shall be 5H:1V and shall never be greater than the existing cross-slope.
- e. The maximum allowable cover/soil shall not exceed six (6) feet without Buckeye's written approval.
- f. Use of vibratory equipment larger than walk-behind units are not permitted within 25 feet of the pipeline.

##### **3.1.2 Drainage:**

- a. Detention ponds, lakes, structures or any type of impoundment of water, temporary or permanent, are prohibited within the right-of-way.
- b. Culverts are not permitted within the right-of-way.

- c. Any modifications to an existing drainage pattern shall be designed such that the erosion of the pipeline cover is controlled.
- d. For streams, drainage channels, and ditches, a minimum of cover of 60 inches is required between the pipeline and the bottom of the drainage canal or ditch (see Section 3.3.1.f for road drainage ditches).

### 3.2 Aboveground and Underground Structures

#### 3.2.1 **General Requirements:**

- a. Buildings or other structures, including, but without limitation, overhanging balconies, patios, decks, swimming pools, wells, walls, septic systems, propane tanks, transformer pads, manholes, valve boxes, storm drain inlets, utility poles, the storage of materials, or any other item which will create an obstruction or prevent the inspection of the right-of-way by air or foot, shall not be erected within the right-of-way.
- b. The Crossing Party shall not develop or build retaining walls, drive piling or sheeting, or install an engineered structure that develops or controls overburden loads that will impact the pipeline (see Section 3.9).
- c. Deep foundations which include piers, caissons, drilled shafts, bored piles, and cast-in-situ piles located within 500 feet of the pipeline shall be installed/drilled using an auger.
- d. Occupied structures shall not be located within 50 feet of the pipeline unless a minimum cover of 48 inches is provided above the top of the pipeline.
- e. Any deviation for aboveground and underground structures will be reviewed by Buckeye on a **case-by-case basis**.

#### 3.2.2 **Gardening and Landscaping:**

- a. Trees, shrubs and bushes are not permitted within the right-of-way. Trees planted outside of the right-of-way should be placed so branches and limbs will not overhang the pipeline right-of-way as the tree matures. Buckeye may trim/remove overhanging branches and limbs that encroach into the right-of-way.
- b. Flowerbeds, vegetable gardens and lawns, are permitted within the right-of-way. Buckeye is not responsible for replacing any plantings located within the right-of-way.

#### 3.2.3 **Fences and Walls:**

- a. Privacy fences or fences that prevent access to the right-of-way are not permitted.
- b. All other fence installations within the right-of-way will be reviewed for approval by Buckeye on a **case-by-case basis**. Upon Buckeye's written approval, fences shall be constructed with a 14-foot gate or removable sections across the right-of-way.
- c. Fence posts shall not be installed within 5 feet of the pipeline and must be equidistant if crossing the pipeline.
- d. No fence shall cross the right-of-way at less than a 60-degree angle.
- e. Fences that run parallel to the pipeline shall be installed outside the right-of-way.
- f. Masonry, brick, or stone walls are not permitted on the right-of-way.

### 3.3 Roads, Driveways, Sidewalks, and Parking Areas

#### 3.3.1 **General Requirements:**

- a. Roads, driveways, sidewalks, or parking areas shall not be constructed across the right-of-way without Buckeye's written approval. Upon Buckeye's approval, roads, driveways, and sidewalks shall cross perpendicular to the pipeline.

- b. The maximum allowable cover shall not exceed six (6) feet without Buckeye's written approval.
- c. Use of vibratory equipment larger than walk-behind units is not permitted within 25 feet of the pipeline.
- d. Roads or driveways shall not be installed longitudinally within the right-of-way.
- e. For roads and driveways, a minimum cover of 48 inches with a net cover of 36 inches of undisturbed soil is required above the pipeline.
- f. A minimum cover of 36 inches over the pipeline is required at road drainage ditches. Upon Buckeye's approval, this cover can be reduced to 24 inches if ditch is rock/rip-rap lined and 12 inches if ditch is concrete lined.
- g. For asphalt parking lots and sidewalks, a minimum cover of 36 inches with a net cover of 24 inches of undisturbed soil is required above the pipeline. Additional cover may be required by Buckeye based upon specific site conditions.
- h. Stockpiling of materials on the right-of-way is not permitted. These materials include, but are not limited to soil, snow, stone, boulders, trees, brush, grass clippings, leaves, etc.

### 3.4 Foreign Utility Crossings

#### 3.4.1 **General Requirements:**

- a. Utilities shall cross perpendicular to the pipeline.
- b. Utilities are required to cross beneath the pipeline with a minimum clearance of 24 inches. Exceptions to Buckeye's clearance requirements for underground service entrances to single family dwellings will be reviewed on a **case-by-case basis**.
- c. Sand or select fill shall be placed between the pipeline and utility (see Section 2.8).
- d. Utilities installed parallel to the pipeline shall be reviewed by Buckeye on a **case-by-case basis**. If approved, the utility shall be no closer than 15 feet from the pipeline.
- e. Warning tape, in accordance with A.P.W.A. Uniform Color Code, shall be placed above utility, 12 inches below ground, for a distance of 25 feet on either side of crossing.
- f. Signage shall be placed at crossing as determined appropriate by Buckeye.
- g. Splice boxes, service risers, energized equipment, etc., are not permitted within the right-of-way.

#### h. Trenchless Excavations:

- [1] Utilities installed by a trenchless excavation method (directional drilling, jacking, slick boring, etc.) shall be reviewed by Buckeye on a **case-by-case basis**.
- [2] Buckeye reserves the right to select the method of crossing for the proposed utility.
- [3] A minimum clearance of 60 inches (5 feet) below the pipeline is required.
- [4] For directional drilling operations, a tracking system is required to verify the exact location of the drill head.
- [5] For perpendicular crossings, a 4 feet by 4 feet excavation window, 24 inches below the pipeline is required for visual inspection of the pipeline to ensure the drill (or bore) does not impact the pipeline.
- [6] Blind boring is not permitted within Buckeye's right-of-way.
- [7] When trenchless excavations are authorized by Buckeye parallel to and within 10 feet of an existing pipeline, observation holes shall be excavated at 25-foot intervals to monitor the progress and horizontal/vertical location of the drill head.
- [8] Buckeye must be provided with an advance copy of the horizontal directional drill (HDD) plan for the trenchless excavation which specifies how the HDD will

be tracked, monitored and controlled at least two weeks before work is to commence. The plan must detail preventative measures to prevent conflicts with Buckeye's existing facility. The plan must state the planned HDD bore diameters, rod lengths, ream diameters, method of guidance, method of drill head tracking, etc. Additionally, the plan needs to include procedures for continuous monitoring and reporting of the drill head location, and state the appropriate vertical and horizontal deviation tolerances for the HDD operations in accordance with API RP 1172 – "6 Final Design". The procedure must include reporting requirements and procedures to correct or shut down the HDD trajectory should the operation exceeds the established tolerances. Buckeye Operations must be notified immediately if tolerances are compromised and should be involved in the recommencement of operations after tolerances are exceeded.

**3.4.2 Metallic Utilities:**

- a. Bonds and test leads shall be installed at the expense of and by the Crossing Party where Buckeye deems necessary.
- b. Utilities shall be coated with a non-conductive coating for a distance of 50 feet on either side of the pipeline crossing.
- c. Ductile water pipe shall include nitrile gaskets within 50 feet of the pipeline crossing or anywhere within 25 feet of horizontal offset locations.

**3.4.3 Non-Metallic Utilities:**

- a. Utilities shall be wrapped with tracer wire within the width of the right-of-way.
- b. Natural gas (or other industrial gases) lines shall be encased in a 6-inch envelope of yellow 3,000 psi concrete across the right-of-way.
- c. PVC water pipe shall include nitrile gaskets within 50 feet of the pipeline crossing or anywhere within 25 feet of horizontal offset locations.

**3.4.4 Underwater Line Crossings:**

- a. For underwater line location procedures, refer to section 2.2.
- b. The Encroaching Party must provide qualified diving inspectors to Buckeye for use during the crossing activity at no cost to Buckeye.
- c. The Encroaching Party must place sacks filled with sand and cement between Buckeye's pipeline(s) and the encroaching utility to provide and maintain the required minimum vertical clearance between the two utilities.

**3.4.5 Electrical, Fiber-Optic, and Communications Cables**

**a. Buried Cables:**

- [1] Electrical conductors/cable installations shall meet minimum requirements of National Electric Code for buried conductors and be adequately shielded and be impervious to hydrocarbon liquids.
- [2] Cables are required to cross beneath the pipeline with a minimum clearance of 24 inches. Exceptions to Buckeye's clearance requirements for underground service entrances to single family dwellings will be reviewed on a **case-by-case basis**.
- [3] Sand or select fill shall be placed between the pipeline and cable (see Section 2.8).
- [4] All cables shall be installed in Schedule 80 PVC pipe and encased in a 6-inch envelope of color coded (i.e. red for electrical cable, orange for communication cable) 3,000 psi concrete for a minimum distance of 10 feet to each side of each BUCKEYE Pipeline(s) across the right-of-way.

- [5] Warning tape, in accordance with A.P.W.A. Uniform Color Code, shall be placed above the utility, 12 inches below ground, for a distance of 25 feet on either side of the crossing.
- [6] Signage for the crossing shall be placed as determined appropriate by Buckeye.

**b. Aboveground Cables:**

- [1] A minimum of 20 feet of above-grade clearance for a distance of 25 feet on each side of the pipeline is required.
- [2] Mechanical supports and service drops including poles, towers, guy wires, ground rods, anchors, etc., are not permitted within 25 feet of the pipeline.

**3.5 Temporary Access Roads and Heavy/Construction Vehicle Crossings**

**3.5.1 General Requirements:**

- a. The Encroaching Party shall provide Buckeye information as to the type, model, size, and axle weight of construction equipment that will be used over or in the vicinity of the pipeline(s).
- b. Trucks carrying a maximum axle load up to 15,000 pounds may cross the right-of-way after Buckeye has confirmed a minimum cover of 48 inches over the pipeline.
- c. For all other cases, earthen ramps (see Attachment 6), swamp mats, reinforced-concrete slabs (see Attachment 5), or steel plates may be required. Loading conditions and protection measures will be evaluated and dictated by Buckeye's Right of Way Department.
- d. When temporary fill must be added, colored sheets of plastic shall be placed under the temporary fill at original grade so that the original grade will not be disturbed when the temporary fill is removed.
- e. At all crossing locations, the Crossing Party will provide 12" of clean AASHTO 1 stone over the pipeline right-of-way.
- f. During the use of an approved temporary construction road, Buckeye may require that the Crossing Party provide additional protective measures deemed necessary to prevent damage to the pipeline.
- g. Buckeye will limit the number of temporary construction roads constructed by the Crossing Party.

**3.6 Railroad Crossings**

**3.6.1 General Requirements:**

- a. A minimum clearance of 72 inches is required between railroad tracks and the pipeline.
- b. A minimum cover of 36 inches is required between the bottom of drainage ditches on either side of a railroad and the pipeline.
- c. For railroad main lines, the pipeline crossing must comply with local railroad guidelines that delineate the requirements for carrier pipe, casing pipe, and clearances. Buckeye shall be consulted for the review of any State submittals.
- d. For private spur crossings, Buckeye will determine the railroad entity having jurisdictional authority to dictate crossing requirements.

**3.7 Farming and Field Tile**

**3.7.1 General Requirements:**

- a. Field tile running parallel to the pipeline shall be spaced 10 feet from the centerline of the pipeline.
- b. Field tile shall cross the pipeline perpendicularly with a clearance of 12 inches above or below the pipeline.
- c. Buckeye will approve the total number of crossings of the pipeline on a **case-by-case basis**.
- d. Deep plowing or "ripping" operations shall be approved by and coordinated with Buckeye.

### 3.8 Construction-Induced Vibrations

#### 3.8.1 **General Requirements:**

- a. Construction activities that generate ground vibrations, including, but without limitation, pile driving, sheet driving, soil compaction work, jackhammering, or ramming, shall be reviewed by Buckeye on a **case-by-case basis**.
- b. If the Crossing Party anticipates such an activity within 300 feet of the pipeline, then continuous testing monitored by a seismograph located directly over the pipeline at its closest point to the activity must be conducted. The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
- c. The particle velocity of any one component of a three-component seismograph must not exceed 2.0 inches per second as recorded on the seismograph placed directly over the pipeline.

### 3.9 Blasting Operations

#### 3.9.1 **Blasting within 500 feet of the pipeline right-of-way:**

- a. The Crossing Party must submit a blast plan to Buckeye for review and approval. Verbal and written notice will be given 14 and 21 days respectively.
- b. Blasting plans must include the following information:

- |  |   |
|--|---|
| • Dates blasting to occur              | • Show drilling/blasting pattern plan and profile in relation to Buckeye facilities                                 |
| • Explosives type                      | • Calculated radiant peak particle velocity (PPV) at varying distances from the pipeline and at the pipeline itself |
| • Maximum shot hole depth and diameter | • State permit (copy)   |
| • Number of holes and spacing          | • Blasting contractor qualifications and insurance certificate (copy)   |
| • Delay pattern                        | • Blasting Safety Plan (copy)   |
| • Delay types and intervals            |   |
| • Depth of overburden                  |   |
| • Depth of blast area                  |   |
| • Maximum charge per hole, per delay   |   |

The Crossing Party shall complete Attachment 8, "Blasting Plan Submission Form", and include this form with their submission to Buckeye.

- c. The Crossing Party shall make arrangements for a Buckeye On-site Inspector to be present to witness the blasting operation.

#### 3.9.2 **Blasting within 300 feet of the pipeline right-of-way:** (Adds to or replaces items in Section 3.10.1)

- a. Blasting shall be monitored by a seismograph located directly over the pipeline at its closest point to the blast hole(s). The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
- b. The particle velocity of any one component of a three-component seismograph must not exceed 2.0 inches per second as recorded on the seismograph placed on the ground directly over the pipeline.
- c. For blast testing, an initial test blast using a maximum charge of one pound shall be performed. The Crossing party shall detonate the first test blast with all necessary monitoring equipment in place to observe the results of the proposed blast design. Each subsequent test blast may be set and detonated only after the seismograph reading from the previous test blast indicates that further blasting can be safely conducted.
- d. Routine production blasting may be initiated after completion of a successful test blast, with allowable charge based on the seismographic vibration recordings of test blasts. However, all blasting must be continuously monitored by a seismograph. The velocity recorded must not exceed the 2.0 inches per second limit noted above.

**3.9.3 Blasting within 50 feet of the pipeline right-of-way:**  
(Adds to or replaces items in Section 3.10.2)

- a. The Crossing Party shall hire a consulting firm that specializes in underground blasting to conduct the seismograph survey and certify the results.
- b. Buckeye will approve the Crossing Party's selection of consulting firms that will conduct the seismographic surveys before starting any blasting operation.

**3.9.4 Special Requirements:**

- a. For multiple-delay blasting, the Crossing Party shall begin the blasting sequence at the charge closest to the pipeline and progress away from the pipeline.
- b. If seismographic readings above the limit stated in item 3.10.2.d of this section are recorded, the pipeline must be exposed and inspected for possible damage and/or product release. The Crossing Party conducting blasting operations is responsible for all expenses related to the exposure and any subsequent repairs necessitated by the operation.
- c. At Buckeye's request, the Crossing Party shall install sheet piling, open trench channels, and/or matting to protect the pipeline during blasting operations.

**3.10 Seismic Vibrating Operations**

**3.10.1 Seismic vibrating within 500 feet of the pipeline right-of-way:**

- a. The Crossing Party must submit a seismic vibrating plan to Buckeye for review and approval. Verbal and written notice will be given 14 and 21 days respectively.
- b. Seismic vibrating plans, when using Vibroseis System Vibrators to radiate ground vibrations, must include information on soil conditions and depth of exploration, the anticipated number and type of vibrations, type and weight of vehicle, and peak force of equipment.
- c. The peak force by vehicle weight shall not exceed 45,000 pounds.
- d. The Crossing Party shall also make arrangements for a Buckeye On-Site Inspector to be present to witness the seismic vibrating operation.

**3.10.2 Seismic vibrating within 100 feet of the pipeline right-of-way:**

- a. Vibration shall be monitored by a seismograph located directly over the pipeline at its closest point to the vibrator(s). The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.

- b. The Crossing party shall determine and limit the maximum peak force allowed under continuous seismographic vibration monitoring such that the peak particle velocity will not exceed 2.0 inches per second.
- c. Seismic vibration surveys shall not be conducted closer than 100 feet to the pipeline.

**3.10.3 Special Requirements:**

- a. If seismographic readings above the limit stated in item 3.11.2.b of this section are recorded, the pipeline must be exposed and inspected for possible damage and/or product release. The Crossing Party conducting seismic vibrating operations is responsible for all expenses related to the exposure and any subsequent repairs necessitated by the operation.
- b. At Buckeye's request, the Crossing Party shall install sheet piling and/or open trench channels to protect the pipeline during seismic vibrating operations.

**3.11 Wind Turbines**

**3.11.1 Setback Distance from Pipelines**

- a. Wind turbine structures shall be set back from any Buckeye pipeline at least a distance equal to 110% of the structure height, which is defined as the height of the entire wind turbine system as measured from the bottom of the base to the highest vertical point of the system including the base and tower and the highest reach of the turbines or blades.
- b. No facilities associated with a wind turbine installation project shall be permitted to be installed within the pipeline easement.
- c. Warning lights shall be installed on all wind turbines that are located within 1,200 feet of any Buckeye pipeline.

**3.11.2 Construction Equipment and Crane Crossings**

- a. All temporary access roads and heavy/construction vehicle crossings shall comply with Section 3.6 above.
- b. Where cranes and other maintenance vehicles will need to cross Buckeye pipelines on a routine permanent basis for maintenance of the turbine(s), permanent crossing locations must be established, an encroachment agreement must be signed by the landowner and facility owner, and permanent crossing protections must be installed to the satisfaction of Buckeye.
- c. Construction materials or equipment shall not be transported longitudinally over Buckeye's pipelines.

**3.11.3 Underground Utilities**

- a. Cables and electrical conduit shall crossings shall comply with Section 3.5 above.
- b. BUCKEYE may require at the expense of the CROSSING PARTY an AC Arc Fault Study, specific to the CROSSING PARTY'S project encroachments. The study will determine if there is adequate AC Arc Fault protection of and separation from BUCKEYE'S facilities. BUCKEYE will arrange for the engineering, design and installation of AC mitigation and Lightning suppression systems, as deemed necessary by the AC Arc Fault Study. The reasonable cost of such AC remediation and Lightning suppression systems shall be submitted to CROSSING PARTY for review and approval, which approval shall not be unreasonably delayed,



conditioned or withheld, and, upon approval such reasonable cost will be prepaid by CROSSING PARTY to BUCKEYE.

#### **4.0 Deviations and Exceptions**

- 4.1 When and where special circumstances dictate, deviation from these requirements must be formally approved by Buckeye in writing prior to commencement of any excavation or other construction activity that may impact the pipeline. Any such deviations must be explained and documented and provided to Buckeye for review and approval.

#### **5.0 Additional Information and Buckeye Contacts**

- 5.1 Should you have any questions regarding pipeline rights-of-way or your specific easement, contact Buckeye's Right of Way Department at the applicable phone number listed in Attachment 2.
- 5.2 Should you have any questions regarding Buckeye's engineering requirements, contact Buckeye's Encroachment Design Reviewer at [encroachmentreviews@buckeye.com](mailto:encroachmentreviews@buckeye.com).

**Attachment 1: Buckeye Facility Locations and Phone Numbers**

Alabama	Birmingham	(205) 369-0179
	Montgomery	(334) 309-4710
California	San Diego	(714) 269-9028
Connecticut & Massachusetts	Wethersfield	(860) 529-7781
	New Haven	(203) 469-3479
Florida	Port Everglades	(954) 522-8464
Georgia	Birmingham (AL)	(205) 369-0179
Illinois	Argo	(708) 259-1352
	Lemont (West Shore)	(708) 227-0962
	Kankakee	(815) 932-3029
	Hartford	(618) 255-1100
Indiana	Hammond	(219) 989-8601
	Hammond (West Shore)	(708) 227-0962
	Huntington	(260) 356-5802
Iowa	Cedar Rapids	(708) 259-1352
	Council Bluffs	(712) 366-9461
	Des Moines	(515) 226-4017
	Ottumwa	(641) 684-6789
Louisiana	Liberty (TX)	(936) 336-5773
Maine	South Portland	(207) 767-2672
Michigan	Wayne	(734) 721-8834
Missouri	North St. Louis	(314) 231-2000
	Sugar Creek	(816) 836-6000
	Burlington Junction	(660) 725-3386
Nevada	Reno	(760) 802-1535
New Jersey	Linden	(908) 374-5301
New York	Auburn	(315) 253-5395
	New York City	(718) 656-5746
North Carolina	Goldsboro	(919) 778-2712
Ohio	Lima	(419) 993-8025
	Mantua	(330) 274-2234
	Toledo	(419) 698-8190
Pennsylvania	Boothwyn	(610) 459-3441
	Coraopolis	(412) 264-7432
	Duncansville	(814) 695-4852
	Malvern	(610) 695-8000
	Mechanicsburg	(717) 766-7633
	Macungie	(484) 232-4218
Tennessee	Memphis	(901) 395-0122
Texas	Liberty	(936) 336-5773
Wisconsin	Milwaukee (West Shore)	(708) 227-0962
	Madison (West Shore)	(815) 964-3727

**Attachment 2: Right of Way & Engineering Contacts**

Name	Responsibility	Phone / Address / Email
<b>David Boone</b>	<b>Sr. Manager, Right of Way, Real Estate, and Damage Prevention</b>	(610) 904-44015 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031dboone@buckeye.com
<b>Chris McPike</b>	<b>Sr. Specialist, Right of Way</b> <i>Central District:</i> Eastern Ohio, Pennsylvania (Central & Western)	(216) 271-8103 4800 East 49 <sup>th</sup> Street Cleveland, OH 44125 CMcPike@buckeye.com
<b>Marty White</b>	<b>Sr. Specialist, Right of Way</b> <i>West/Central District:</i> Michigan, Ohio (except for Eastern Ohio), Indiana (except for Northwestern Indiana)	(419) 993-8008 940 Buckeye Road Lima, OH 45804 MWhite@buckeye.com
<b>Michael Norris</b>	<b>Sr. Specialist, Right of Way</b> <i>West District:</i> Northern & Central Illinois, Northwestern Indiana, Wisconsin	(219) 313-5321 12920 Bell Road Lemont, IL 60439 MRNorris@buckeye.com
<b>Wesley Pekarek</b>	<b>Specialist, Right of Way II</b> <i>West District:</i> Iowa, Missouri, Southern Illinois	(816) 836-6096 1315 N. Sterling Ave. Sugar Creek, MO 64054 WPekarek@buckeye.com
<b>Chris Scheid</b>	<b>Specialist, Right of Way I</b> <i>East District:</i> Northeast Pennsylvania, New York (Upstate), Maine, Massachusetts, Maryland, Virginia	(484) 232-4454 5002 Buckeye Road Emmaus, PA 18049 CScheid@buckeye.com
<b>Jeannette Fluke</b>	<b>Specialist, Right of Way I</b> <i>East District:</i> Southeastern and Central Pennsylvania, Maryland, Virginia	(610) 904-4404 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031 JFluke@buckeye.com
<b>Emily Litwa</b>	<b>Specialist, Right of Way I</b> <i>Northeast District:</i> New Jersey, Connecticut, Massachusetts, New York	(732)-692-5243 750 Cliff Rd Port Reading, NJ 07064 ELitwa@buckeye.com

<b>Dave Jones</b>	<b>Specialist, Right of Way II</b> <b><u>Encroachment Design</u></b> <b><u>Review:</u></b> East, Northeast, Central, West Districts	(610)-904-4409 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031 <a href="mailto:DAJones@buckeye.com">DAJones@buckeye.com</a>
<b>Daniel Mangum</b>	<b>Sr. Specialist, Right of Way</b> <b>&amp; Development</b> <b><u>South District:</u></b> Texas, Louisiana, Tennessee, Alabama, Georgia, South Carolina, Nevada, Florida, North Carolina	(832) 325-1626 One Greenway Plaza, Suite 600 Houston, Texas 77046 <a href="mailto:DMangum@buckeye.com">DMangum@buckeye.com</a>
<b>Teriann Williams</b>	<b>Right of Way Coordinators</b> <b><u>Easements and Records:</u></b> Supporting East, Northeast, Central, and West Districts	(610) 904-4418 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031 <a href="mailto:TEWilliams@buckeye.com">TEWilliams@buckeye.com</a>

**Attachment 3: State One Call Systems (National One Call System - Dial 811)**

<b>State</b>	<b>One Call Program</b>	<b>Phone No.</b>	<b>Website</b>
<b>Alabama</b>	Alabama 811	(800) 292-8525	<a href="http://www.al811.com">www.al811.com</a>
<b>California - North</b>	USA North of Central / Northern California & Nevada	(800) 227-2600	<a href="http://www.usanorth.org">www.usanorth.org</a>
<b>- South</b>	Dig Alert & Underground Service Alert South	(800) 422-4133	<a href="http://www.digalert.org">www.digalert.org</a>
<b>Connecticut</b>	Call Before You Dig	(800) 922-4455	<a href="http://www.cbvd.com">www.cbvd.com</a>
<b>Florida</b>	Sunshine State One Call	(800) 432-4770	<a href="http://www.callsunshine.com">www.callsunshine.com</a>
<b>Georgia</b>	Georgia 811	(800) 282-7411	<a href="http://www.georgia811.com">www.georgia811.com</a>
<b>Illinois - Non-Chicago</b>	Julie, Inc.	(800) 892-0123	<a href="http://www.illinois1call.com">www.illinois1call.com</a>
<b>- Chicago</b>	DIGGER - Chicago Utility Alert Network	(312) 744-7000	<a href="http://www.cityofchicago.org/transportation">www.cityofchicago.org/transportation</a>
<b>Indiana</b>	Indiana 811	(800) 382-5544	<a href="http://www.indiana811.org">www.indiana811.org</a>
<b>Iowa</b>	Iowa One Call	(800) 292-8989	<a href="http://www.iowaonecall.com">www.iowaonecall.com</a>
<b>Louisiana</b>	Louisiana One Call System, Inc.	(800) 272-3020	<a href="http://www.laonecall.com">www.laonecall.com</a>
<b>Maine</b>	Dig Safe System Inc.	(888) 344-7233	<a href="http://www.digsafe.com">www.digsafe.com</a>
<b>Massachusetts</b>	Dig Safe System Inc.	(888) 344-7233	<a href="http://www.digsafe.com">www.digsafe.com</a>
<b>Michigan</b>	MISS Dig System, Inc.	(800) 482-7171	<a href="http://www.missdig.net">www.missdig.net</a>
<b>Missouri</b>	Missouri One Call System, Inc.	(800) 344-7483	<a href="http://www.mo1call.com">www.mo1call.com</a>
<b>Nevada</b>	USA North of Central / Northern California & Nevada	(800) 227-2600	<a href="http://www.usanorth.org">www.usanorth.org</a>
<b>New Jersey</b>	New Jersey One Call	(800) 272-1000	<a href="http://www.nj1-call.org">www.nj1-call.org</a>
<b>New York</b>	Dig Safely New York	(800) 962-7962	<a href="http://www.digsafelynewyork.com">www.digsafelynewyork.com</a>
<b>New York City &amp; Long Island</b>	New York 811, Inc.	(800) 272-4480	<a href="http://www.newyork-811.com">www.newyork-811.com</a>
<b>North Carolina</b>	North Carolina 811	(800) 632-4949	<a href="http://www.nc811.org">www.nc811.org</a>
<b>Ohio</b>	Ohio Utilities Protection Service	(800) 362-2764	<a href="http://www.oups.org">www.oups.org</a>
<b>Pennsylvania</b>	Pennsylvania One Call System, Inc.	(800) 242-1776	<a href="http://www.pa1call.org">www.pa1call.org</a>
<b>Rhode Island</b>	Dig Safe System Inc.	(800) 344-7233	<a href="http://www.digsafe.com">www.digsafe.com</a>
<b>South Carolina</b>	South Carolina 811 / PUPS	(888) 721-7877	<a href="http://www.sc811.com">www.sc811.com</a>
<b>Tennessee</b>	Tennessee 811	(800) 351-1111	<a href="http://www.tnonecall.com">www.tnonecall.com</a> OR <a href="http://www.tennessee811.com">www.tennessee811.com</a>
<b>Texas</b>	Texas 811 OR Lone Star Notification Center	(800) 344-8377  (800) 669-8344	<a href="http://www.texas811.org">www.texas811.org</a>  <a href="http://www.lsnonecall.com">www.lsnonecall.com</a>
<b>Wisconsin</b>	Wisconsin Diggers Hotline	(800) 242-8511	<a href="http://www.diggershotline.com">www.diggershotline.com</a>

## **Attachment 4: Application for Design Plan Submission and Encroachment Review**

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### **INSTRUCTIONS**

**Prior to completing the following Application for Design Plan Submission and Encroachment Review (application), please review these instructions to determine if an application is required and to ensure that all necessary information has been obtained. Failure to follow these instructions and/or failure to provide the required information will delay the review process.**

**One Call Notification** – To prevent damages to pipeline facilities from subsurface excavation or any activity that disturbs or impacts the depth of cover over underground facilities, Buckeye participates in "One-Call" organizations in all the states in which Buckeye has operating facilities. A list of the One-Call organizations Buckeye participates in is listed in Attachment 3 of the Right of Way Use Restrictions Specification. Placing a one call notification will put you in contact with the appropriate Buckeye Field Representative

**Buckeye Field Representative Coordination** – Discuss with the Buckeye Field Representative a summary of the project and potential encroachments. The Buckeye Field Representative will determine if any additional information such as pipeline depth of cover is necessary and if an application is required.

#### **Application and Plan Submission –**

#### **SUBMIT APPLICATION AND PLANS TO:**

Buckeye Partners, L.P.

ROW Department

Attn: Encroachment Review

5 Tek Park, 9999 Hamilton Blvd.

Breinigsville, PA 18031

OR

[encroachmentreviews@buckeye.com](mailto:encroachmentreviews@buckeye.com)

With subject line reading

"Encroachment Review Application"

Buckeye requires a minimum of **60 days** for technical review upon receipt of complete application with all relevant fees and complete and accurate design plans. Submission of plans electronically to the above email address is encouraged and acceptable, but signed application and fees must follow by mail.

**Relocation or Modification** – Should the initial encroachment review result in a determination that Buckeye facilities must be relocated or modified because of the request, additional review time may be required. A Feasibility Study will be performed to prepare a scope of work, cost estimate, schedule and project plan; the cost of which will be borne by a party or parties other than Buckeye and must be paid before the relocation or modification will commence. A Technical Services Agreement between Buckeye and the responsible entity will be prepared to specify the duties of each party. A Letter of No Objection or Encroachment Agreement will be issued which will authorize the construction of the proposed encroachment under certain terms and conditions.

**Permission / Notification** - A fully-executed Approval Letter, Encroachment Agreement, Reimbursement Agreement, and/or Technical Services Agreement is needed prior to construction. Buckeye must be notified 10-days prior to construction to allow for the scheduling of a Buckeye representative to be present. It is also the encroaching entity's responsibility to notify the owners of any other pipelines, communication lines, other third party property or facility owners located within the proposed project area and to secure any additional needed rights from these parties where Buckeye's rights are limited.

If construction of the aforementioned project does not commence within three calendar years of the issued approval letter date, the Crossing Party shall submit a new application and resubmission fee. The Company shall have the right to reconsider the conditions and privileges granted, and have full right to consider current policies and procedures at the time of resubmission.

**APPLICATION FEES:** A non-refundable Encroachment Application Fee must accompany all encroachment review requests for private development within Buckeye's right-of-way. Any request submitted without the required application fee, or that does not contain the specified information in the format requested on the application, may not be considered. Remit payment by check payable to: *Buckeye Partners, L.P.* Buckeye may require a developer to enter an agreement to pay any outside consultant costs that Buckeye deems necessary for a complete review of the proposed encroachment(s).

**Initial Encroachment Application Fee is \$2,500.** Following initial review, all necessary plan resubmissions until plan approval shall be accompanied by a **Resubmission Fee of \$750.**

**Small Project Application Fee is \$500.** This reduced fee is reserved solely for single utility line service crossings or requests for installation of a fence or other residential-related improvement within Buckeye's pipeline easement.

**Application for Design Plan Submission and Encroachment Review**

**PROJECT INFORMATION & LOCATION**

**BUCKEYE PARTNERS, L.P.**

Project Title \_\_\_\_\_

Project Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Latitude \_\_\_\_\_ Longitude \_\_\_\_\_ Municipality \_\_\_\_\_ County \_\_\_\_\_

**APPLICANT INFORMATION:**

Name and Title of Applicant \_\_\_\_\_

Company \_\_\_\_\_ Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**LEGAL NAME OF INDIVIDUAL, COMPANY, OR ENTITY TO WHICH PERMISSION WILL BE GRANTED:**

Name \_\_\_\_\_ Name and Title of authorized signatory for company or entity \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_ Fax Number \_\_\_\_\_

**PROJECT INVOLVES THE FOLLOWING IMPACTS TO BUCKEYE'S FACILITIES (CHECK ALL THAT APPLY):**

- Cover, grading, and drainage pattern changes
- Aboveground and/or underground structures
- Road, driveway, sidewalks, and parking areas
- Utility crossings including gas, water (steam), sewer (storm/sanitary) – include trench backfill detail
- Electrical, fiber-optic, and communications cables
- Temporary access roads for the crossing of heavy/construction equipment
- Railroad crossings
- Farming and field tile
- Construction-induced vibrations
- Blasting operations (attach BLASTING PLAN)
- Seismic vibrating operations (attach SEISMIC VIBRATING PLAN)
- Exposure of the pipeline (attach SUPPORT PLAN)
- Boring, drilling, or tunneling near the pipeline (attach DRILL PLAN)
- Other: \_\_\_\_\_

**APPLICATION MUST CONTAIN THE FOLLOWING:**

- Completed and Signed "Application for Design Plan Submission and Encroachment Review" Form
- Encroachment Application Fee\*\* (see guidelines below)
- Design Plans (1 paper copy, 1 electronic copy), depicting the following:
  - Field-verified location of Buckeye pipeline(s) location and width of Buckeye's easement tract

\_\_\_\_\_  
Name of Buckeye Employee

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Pipeline Locating Activity

\_\_\_\_\_  
Design One Call No.

- Field-verified depth of Buckeye pipeline(s) along all proposed road or utility crossings, drainage channels, and all other areas of proposed grade change within the pipeline right-of-way (attach a copy of any field data provided by Buckeye Representative)

\_\_\_\_\_  
Name of Buckeye Employee

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Pipeline Depth Investigation

- Buckeye pipeline(s) labeled " \_-inch High Pressure Petroleum Products Pipeline" (line type "-HPPPP-")
- Buckeye included on Utilities List, and Local Contact and phone number on plans
- Buckeye Pipeline(s) highlighted in yellow. List all plan sheets on which Buckeye facilities are located:

- 
- Location of ground disturbances (blasting, seismic testing, pile driving, jackhammering, etc. within 1,500 feet of Buckeye pipeline(s))
  - Proposed location(s) where construction equipment will cross the pipeline right-of-way
  - Structure setback distances from the pipeline right-of-way and from the nearest pipeline
  - Proposed landscaping within 25 feet of either side of the pipeline(s)
  - Any permanent fencing that will limit/encumber Buckeye's access to the pipeline right-of-way
  - If the drainage pattern will be altered in any way over the Buckeye pipeline(s), a drainage plan that identifies new flow paths and all inlet/outfall/collection points
  - Right-of-Way Use Restrictions specification included as part of final design plan (can be done by adding a drawing sheet to plans and appending (cut and paste) the specification onto this sheet.

For property improvements that involve grade/pavement alterations, road work (new construction or improvements of existing), utility crossings (buried and overhead), or other subsurface or on-surface structure installations within Buckeye's right-of-way:

- Separate plan and profile drawing of Buckeye pipeline(s) for existing and proposed conditions.
- Subgrade details that show materials and thickness of each paving layer/course.
- Amount of existing cover that will be removed or new cover added over the pipeline(s), and proposed final grade amount of cover over the pipeline(s).
- Clearances between Buckeye's pipeline(s) and any existing and new (buried or overhead) utilities that cross the pipeline right-of-way.
- Show the clearances between Buckeye's pipeline(s) and each proposed substructure at the two closest reference points.
- For any utility to be installed via boring, drilling, or tunneling, include a detailed procedure of this work with your design plans. **Note:** "Blind" boring is not permitted. Buckeye's pipeline(s) must be exposed during the bore operation to ensure that the bore head crosses safely underneath the pipeline(s).



- Indicate any areas of disturbance or other work that will require Buckeye's pipeline(s) to be exposed in order to perform your work.
  - Supplemental Plan Information (as applicable)*
    - Blasting Vibrating Plan
    - Seismic Vibrating Plan
    - Support Plan
    - Drill Plan
- 

I hereby authorize Buckeye to contact the Engineer/Survey firm which prepared the drawings, survey and attachments.

**I certify that the information provided is accurate and I realize that incomplete information may delay processing or invalidate this application.**

Signature of Applicant

By: \_\_\_\_\_

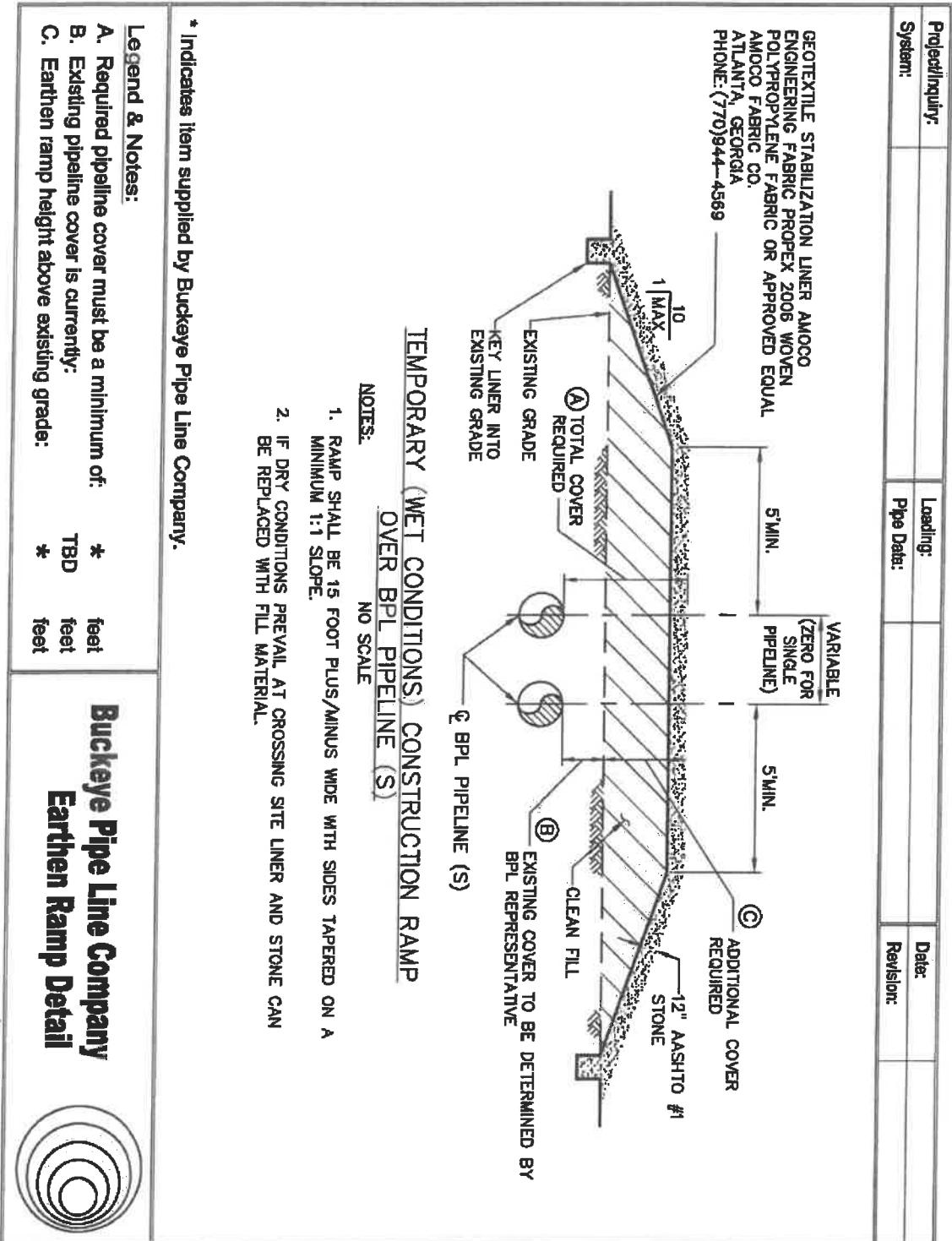
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

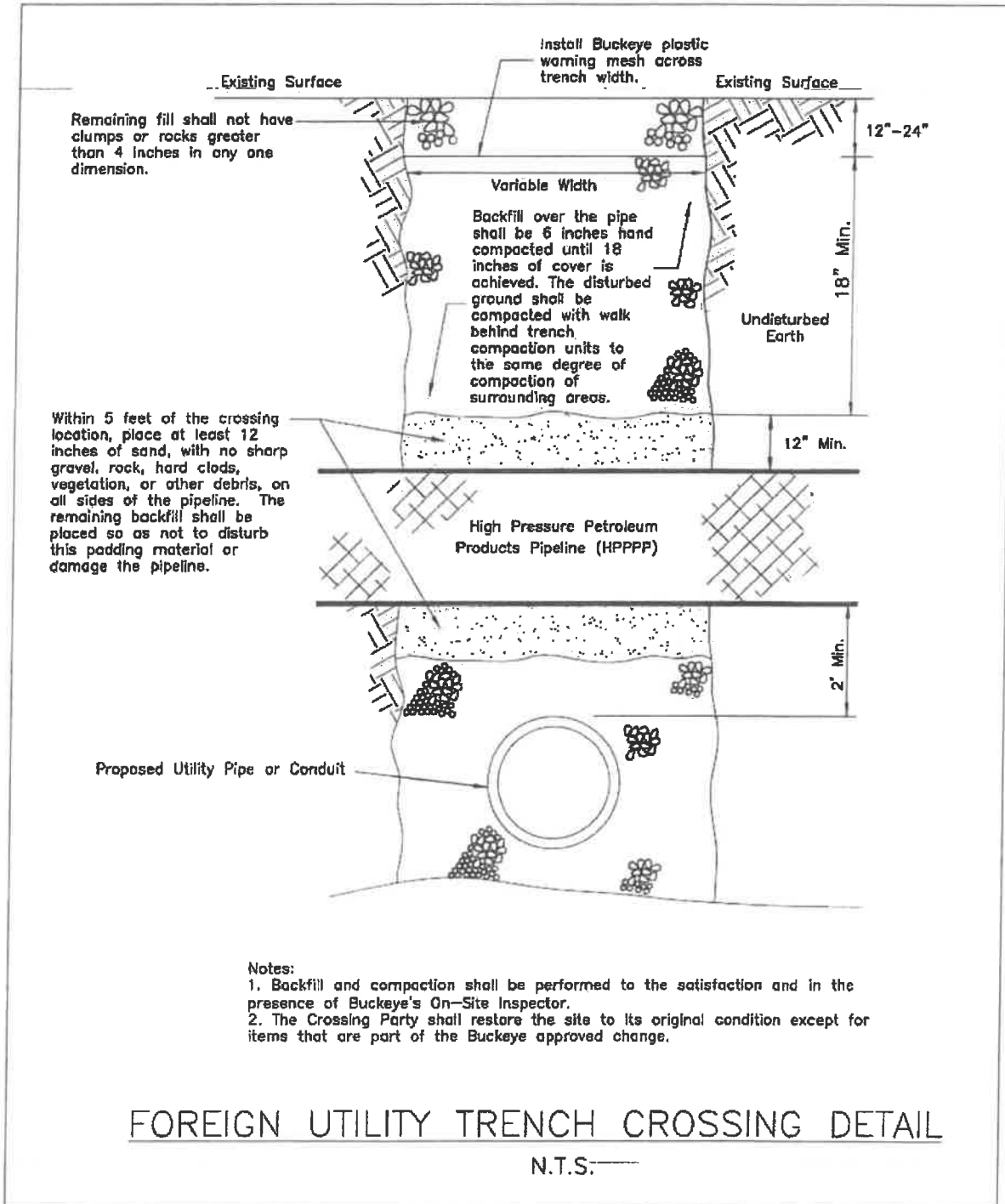
<b>PAYMENT INFORMATION (APPLICANT TO COMPLETE)</b>
Check Number: _____
Payment Amount: \$ _____



**Attachment 6: Earthen Ramp Detail**



## Attachment 7: Foreign Utility Trench Crossing Detail



**Attachment 8: Blasting Plan Submission Form**

<b>INFORMATION SECTION</b>	
<p><b>Blasting Contractor -</b></p> <p>Company Name: _____</p> <p>Phone: _____</p> <p>Email Address: _____</p> <p>Contact Person: _____</p>	<p><b>Contracted by -</b></p> <p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____</p>
<p>Project Name: _____</p> <p>Address: _____</p> <p>*Latitude: _____</p> <p>*Longitude: _____</p> <p>Location and Distance (in feet) to Nearest Buckeye Pipeline: _____</p> <p>_____</p> <p>Date of Blasting: _____</p>	

<b>EXPLOSIVES SECTION</b>	
<p>Type of Explosives: _____</p> <p>Max. Charge / Hole (lbs): _____</p> <p>Charge Delay (ms): _____</p> <p>No. of Holes: _____</p> <p>Max. Depth of Charge (ft): _____</p> <p>Max. Diameter of Charge (in): _____</p>	
<b>Calculated Particle Velocity at a point -</b>	
<p>Depth of Blast Area (ft): _____</p> <p>Depth of Overburden (ft): _____</p> <p>Type of Rock to be Blasted: _____</p> <p>Density of Rock (lbs/cu-ft): _____</p>	<p>300 feet from blasting event (in/sec): _____</p> <p>200 feet from blasting event (in/sec): _____</p> <p>100 feet from blasting event (in/sec): _____</p> <p>Directly above pipeline (in/sec): _____ @ _____ ft. _____</p>

<b>ATTACHMENT CHECKLIST</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Drilling/Blasting Pattern Sketch - include all depths, measurements, and delay patterns relative to Buckeye facility involved and each charge.</li> <li><input type="checkbox"/> State Approval Letter</li> <li><input type="checkbox"/> Blasting Contractor's Qualifications</li> <li><input type="checkbox"/> Blasting Contractor's Insurance Certificate</li> <li><input type="checkbox"/> Blasting Contractor's Safety Plan</li> </ul>
<p style="text-align: center;"><b>OMMISSION OF ANY INFORMATION REQUESTED ABOVE WILL DELAY YOUR BLASTING PLAN REVIEW</b></p> <p style="text-align: center;">Buckeye requires a minimum of 14 days for technical review upon receipt of complete and accurate blasting plans</p>

## Attachment 9: Excavation Safety Checklist

### 195 F-09, FORM A – EXCAVATION SAFETY CHECKLIST

The information noted on this form is intended to communicate general information about our pipeline(s) and is not intended to be solely relied upon by any party for the purpose of excavation or any similar purpose.

By law, to enable all participating utilities time to mark their facilities, the One Call Center in your state requires notification by calling 811 prior to any excavation. Buckeye Partners, L.P. is a member of this One Call enterprise and will automatically be notified through this system. In addition, a Buckeye inspector will perform and/or review with the excavator representative the applicable checklist items below.

**Pipeline Locate Activity:**

- If plans are available, requested a copy of the written project plans and drawings for review with the excavator and/or engineer. Had the excavator and/or engineer explain the extent of the work area, location and depth of the excavation, type of proposed utilities, location of proposed utilities, number of utility crossings, etc.
- Established the pipeline(s) location and marked the line(s) per state One Call requirements throughout the entire work area.
- Photographed all established pipeline markings throughout the work area.

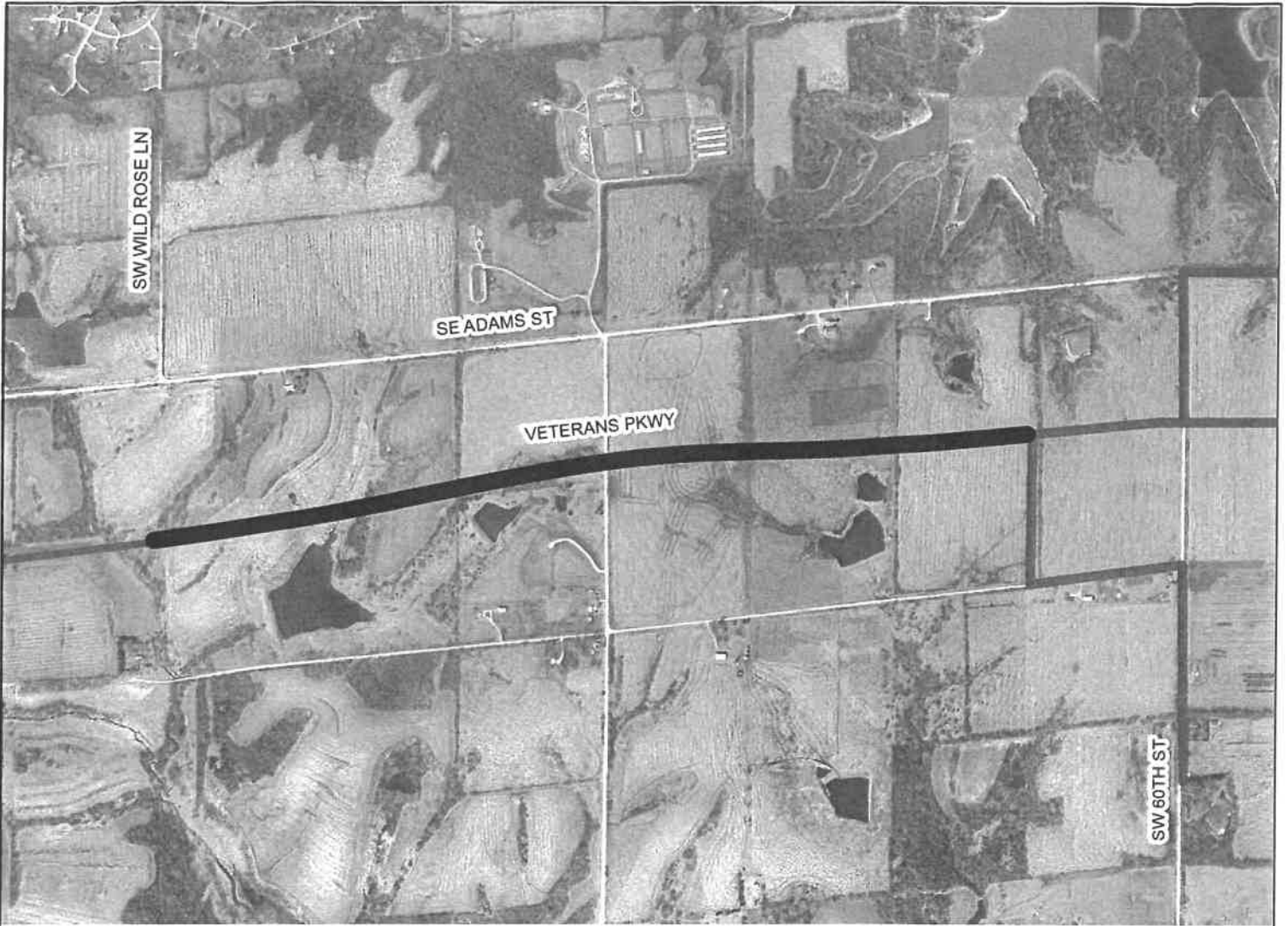
**Communication with the Excavator and/or Engineer:**

- The excavator and/or engineer was advised that a Buckeye Inspector must:
  - Monitor the excavation site daily when work is performed within 25 feet of a Buckeye pipeline.
  - Observe continuously all excavation and backfill activity performed within 10 feet of a Buckeye pipeline or during the installation of any utility across a Buckeye pipeline facility.
  - In addition, the excavator was instructed to call 800-331-4115 if they were ready to excavate within either above distance of a Buckeye pipeline and a Buckeye Inspector was not present. When called a Buckeye inspector will be sent to perform the inspection, which is free of charge.
- The excavator was advised that only backhoes or trackhoes with a steel plate welded across the teeth of the bucket are permitted to be used during excavation work around a Buckeye pipeline.
- The excavator was advised that the Buckeye inspector is required by law to perform an external inspection of any Buckeye pipeline exposed during excavation activity. The excavator understands that he/she is responsible to provide an OSHA compliant excavation, allowing the Buckeye inspector safe ingress and egress to examine our exposed pipeline.
- Walked through the work area with the excavator and communicated the locations of all Buckeye pipelines in the planned work area.
- Discussed the number of pipelines, pipe size(s), approximate pressures, approximate depths, excavation tolerance zones, hand digging requirements, and the hazards and characteristics of product(s) in the pipeline system(s) located in the planned work area.
- The excavator was advised to call the One Call Center 811 or contact Buckeye, if the Buckeye markings are destroyed or need to be refreshed in the planned work area. This service is provided free of charge.
- The excavator was advised that before any exposed Buckeye pipeline can be backfilled, the Buckeye Inspector will direct the placement of an orange warning mesh over the pipeline.
- The excavator was advised that any contact with the pipeline, pipeline coating, test station wiring, or anode beds must be reported to Buckeye prior to backfilling the excavation to permit further inspection of the damage to assure continued safe pipeline operations.
- The excavator was advised that failure to comply with the conditions outlined above would result in Buckeye requiring the excavator to expose the pipeline again to allow an examination of the pipeline at the excavator's expense. If damage to the pipeline is discovered, Buckeye may seek monetary compensation for all repair costs. Buckeye may also report this activity to all concerned parties (State One Call Center, Regulatory Agencies, Principal Contractor, Excavator's Insurance Company, etc.).

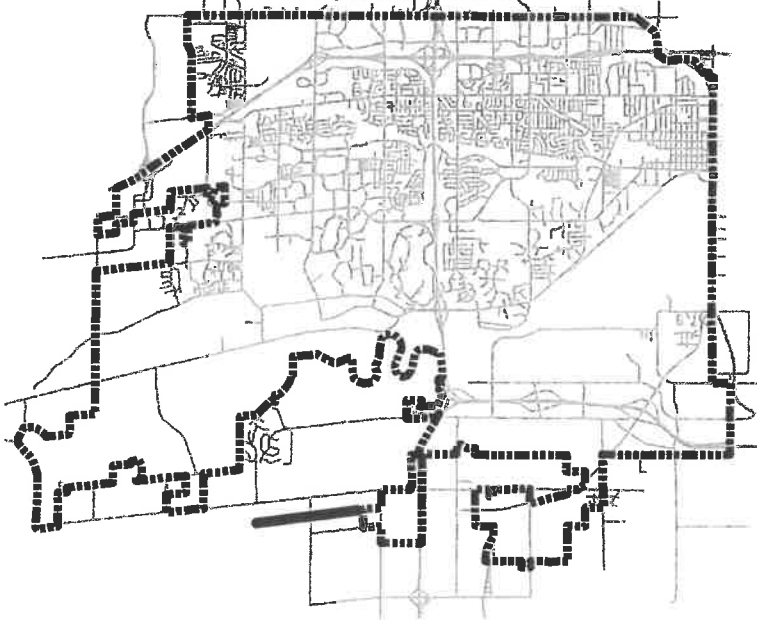
If you are unable to reach the representative designated below, or in case of an emergency, request assistance by calling 1-800-331-4115.

<b>One Call Ticket:</b>		<b>Line Segments:</b>	
<b>Work Order:</b>		<b>Mile Posts:</b>	
<b>Nearest Street</b>			

<b>Buckeye Information</b>		<b>Property Owner / Excavator /Engineer</b>	
<b>Date:</b>		<b>Name:</b>	
<b>Name:</b>		<b>Phone:</b>	
<b>Cell Phone:</b>		<b>Signature:</b>	

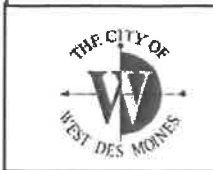


**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT:

**Veterans Parkway**

LOCATION:

**SW 60th Street to SW Wild Rose Lane**

DRAWN BY: RLC

DATE: 9/12/18

PROJECT: 0510-010-2017

SHT. 1 of 1

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

**DATE: April 15, 2019**

**ITEM:**

Resolution – Approving Proposals from MidAmerican Energy Company to Extend Gas Main & Service West Public Services Facility

**FINANCIAL IMPACT:**

The cost of this work is estimated to be \$73,841.88 to extend gas main and \$6,055.50 to install gas service for a total of \$79,897.38 to accommodate the construction of the new West Public Services Facility. This advance payment for construction is subject to refund based on terms and conditions of the Proposal if additional customers are connected to the gas main within the next ten (10) years. The actual costs may vary from estimates and will be determined at the time of construction. These improvements can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Road Use Tax and General Fund Reserves.

**BACKGROUND:**

The City recently commenced construction of the West Public Services Facility located at 8850 Grand Avenue. In order to provide natural gas service to this new facility, MidAmerican Energy Company needs to extend gas main from the north along South 88th Street and westerly along Grand Avenue. A similar Proposal from MidAmerican Energy Company for extending and providing electric service will be forthcoming.

This agenda 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 Proposals from MidAmerican Energy Company to Extend Gas Main & Service for West Public Services Facility.

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



**RESOLUTION APPROVING PROPOSALS**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed the extension of gas main and service for the following described public improvement:

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

**WHEREAS**, a proposal has been received from MidAmerican Energy Company, a franchised utility, to perform said work; and,

**WHEREAS**, the estimated costs for said work is \$79,897.38;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the proposals from MidAmerican Energy Company be accepted and approved.

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



MidAmerican Energy  
PO Box 657  
Des Moines, IA 50306

3/28/2019

City of West Des Moines  
Attention: Jason Schlickbernd  
4200 Mills Civic Parkway, 2E  
West Des Moines, Iowa 50265  
[Jason.Schlickbernd@wdm.iowa.gov](mailto:Jason.Schlickbernd@wdm.iowa.gov)

Reference: New gas main to serve new Public Works facility at 8850 Grand Ave in West Des Moines, IA. WMIS: **2746581**

Dear Mr. Schlickbernd:

The enclosed drawing shows MidAmerican Energy Company's proposal for providing gas main at the above location. The applicant charge for this installation is **\$73,841.88** which **\$73,841.88** is a refundable Advance for Construction. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

The Applicant Agrees To:

1. Provide without cost to MidAmerican Energy Company such easements as are necessary for the installation and maintenance of MidAmerican Energy Company's facilities on private property.
2. The undersigned does hereby certify that the structure noted above, if intended primarily for human occupancy and if completed after April 1, 1984, meets the energy conservation standards as contained in the Iowa Administrative Code Section 661-16.800 sometimes known as the "State Building Code Thermal and Lighting Efficiency Standards."
3. Grade the service route to within four (4) inches of final grade and clear the route of construction materials, obstructions, trees, etc. Extra costs for additional excavation beyond normal trenching operations due to unforeseen underground obstructions shall be paid by the applicant.
4. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.

3/28/2019

5. The gas riser bracket must be installed at final grade.
6. It is specifically understood and agreed that the Applicant must certify that all of the above requirements shall be met or this Agreements shall be deemed null and void.

The Advance for Construction is subject to refund based on the following terms and conditions if additional customer(s) are connected:

1. Advance for construction payment shall not accrue interest.
2. Advance payment shall be subject to refund to the Applicant for a ten-year period from the date of the original advance payment.
3. Refunds shall be equal to three times estimated base revenue for each new customer connecting to the distribution extension; to the extent the base revenue exceeds the additional distribution costs incurred by MidAmerican Energy Company to serve individual customers.
4. The refund shall be equal to three times one year's actual use, less fuel expense costs.
5. Refunds will be made on the anniversary date of this Proposal.
6. MidAmerican Energy Company will make no refunds for revenue received after ten (10) years from the date of this Proposal.
7. At no time shall the total of refunds exceed the original Advance for Construction payment.
8. MidAmerican Energy Company will make no refunds for customers served from a further extension of the above described gas main extension.

If MidAmerican Energy Company is required to start construction of gas facilities during the winter season, the work will be subject to an additional winter construction charge.

It is MidAmerican Energy Company's responsibility to see that the various utility companies' facilities are located before our construction. This includes electric, natural gas, telephone, cable television, and generally water. It is the owner's responsibility to see that any privately owned systems such as water systems, irrigation systems, drain pipes, septic lines and underground wiring are located before MidAmerican Energy Company's construction. MidAmerican Energy Company assumes no liability for private facilities that are not located.

3/28/2019

MidAmerican Energy Company installed facilities will remain the property of MidAmerican Energy Company.

If this proposal is satisfactory, please sign and return one (1) copy of this letter to me. MidAmerican Energy Company will release the work for scheduling upon receipt of a signed proposal, easement, and payment of **\$73,841.88**. Please keep us advised of your plans so we may schedule our construction work at the appropriate time. If you have any questions please call me at (515) 252-6565.

*Please allow a minimum of ten (10) working days notice when requesting your gas meter.*

Sincerely,  
MidAmerican Energy Company



Dustin L. Wedlund  
Customer Project Coordinator

Enclosures

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_ Date Service Required: \_\_\_\_\_

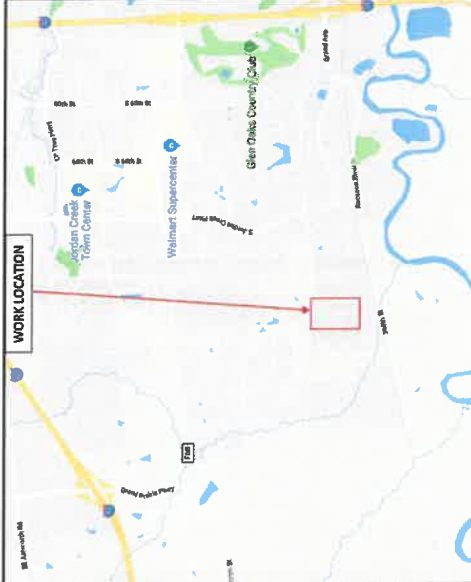
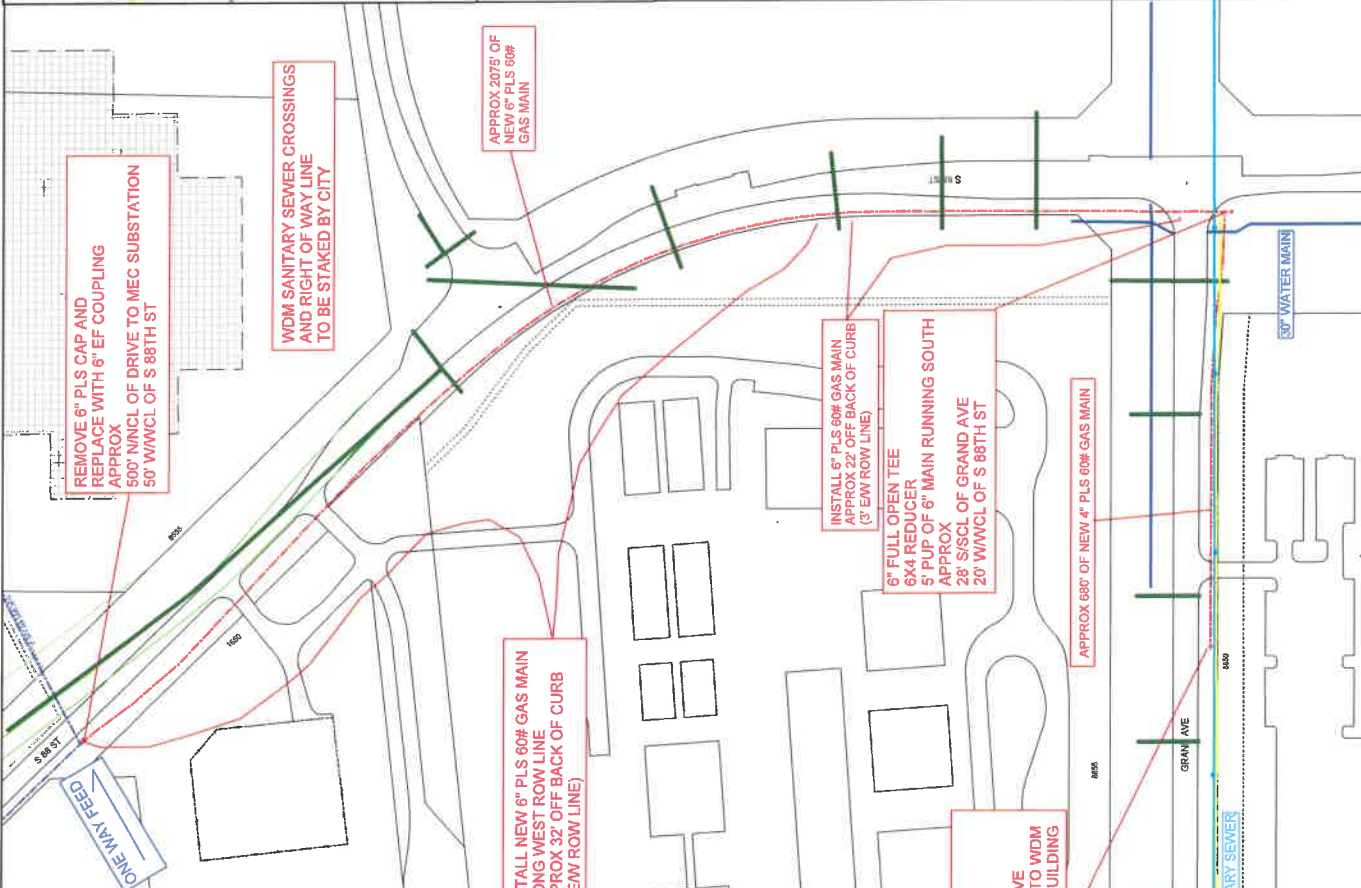
**WEST DES MOINES CONSTRUCTION NOTED**

1. Provide traffic control in accordance with the MUTCD, Submittal Lane Closure Layouts and Traffic Control Plans to the City of West Des Moines Public Works (Traffic Division 222-3440) at least 48 hours prior to closing any traffic lanes.
2. Obtain a West Des Moines Street Excavation Permit (Public Works 222-3440) prior to performing any excavation or tunneling work on or under city streets, ROW, or public places in accordance with Article 7-13 of the West Des Moines City Code.
3. Contact the City of West Des Moines Public Works Sewer Division (515-222-3480) at least 48 hours prior to starting any utility work for City sanitary and storm locate information.
4. Contact the City of West Des Moines Water Treatment Plant (515-222-3465) at least 48 hours prior to starting any utility work.
5. Construction to be in compliance with West Des Moines Guidelines for Placement of Utilities (see attached sheet).
6. If any pavement sections need to be removed or are damaged, the pavement will need to be replaced as 6" reinforced concrete and 2" asphalt. The contractor shall be responsible for the cost of traffic & Reconnection for Inspection BEFORE any concrete is poured into the trench.
7. Trenches should remain open and unobstructed at all times unless otherwise noted during construction activities. If any segment is to be closed, the contractor shall be notified in advance.
8. The contractor will not be allowed to work on the sidewalk or on the curb while working in this area.
9. Locate all city utilities before the project starts.



**West Des Moines Utility Legend**

- WDM SANITARY SEWER
- WDM WATER
- WDM STORM SEWER
- WDM SIDEWALK



- LEGEND**
- EXISTING 60 PSIG SYSTEM
  - PROPOSED 60 PSIG MAIN

**NOTES:**

1. INSTALLER OR SUPERVISOR MUST CALL DESIGNER PRIOR TO THE START OF WORK TO SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DESIGNER.
2. UNLESS OTHERWISE NOTED, ALL FEEDS ARE TO BE ASSUMED ONE-WAY.
3. ALL WORK, INCLUDING PRESSURE TESTING AND PURGING, TO BE COMPLETED ACCORDING TO MEC GAS STANDARDS.
4. PRESSURE MUST BE MONITORED ON ALL SIDES OF ALL STOPPING/SQUEEZE POINTS THAT SHOULD MAINTAIN PRESSURE.
5. DEVELOPER TO STAKE ALL UTILITY EASEMENTS, ROW AND ANY OTHER KNOWN OBSTRUCTIONS IN THE GAS RUNNING LINE.
6. INSTALLER TO NOTIFY CUSTOMER OF ANY CONSTRUCTION WORK THAT MAY AFFECT THEIR PROPERTY.

**M&E Engineering**

Client: CITY OF WDM PUBLIC WORKS BUILDING  
 Address: 1850 Grand Ave.  
 City: WEST DES MOINES, IA 50269  
 Job DATE: INSTALL APPROX 2075' OF NEW 6" PLS 60# GAS MAIN AND 680' OF NEW 4" PLS 60# GAS MAIN WITHIN WDM ROW

Scale: NOT TO SCALE  
 Designer: DOUGHERTY WILLIAMS T

WDM REV 27-6881-1  
 Scale: NOT TO SCALE  
 Designer: DOUGHERTY WILLIAMS T

DISCLAIMER OF LIABILITY  
 NOTE: The drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. The drawing is not intended to be used for any purpose other than that for which it was prepared. No warranty is made, expressed or implied, for any property damage, resulting from any unauthorized or unrestricted use of, or reliance upon, this drawing for any purpose.



MidAmerican Energy  
PO Box 657  
Des Moines, IA 50306

3/28/2019

City of West Des Moines  
Attention: Jason Schlickbernd  
4200 Mills Civic Parkway, 2E  
West Des Moines, Iowa 50265  
[Jason.Schlickbernd@wdm.iowa.gov](mailto:Jason.Schlickbernd@wdm.iowa.gov)

Reference: Extend gas service to serve new Public Works facility at 8850 Grand Ave in West Des Moines, IA. WMIS: **2746213**

Dear Mr. Schlickbernd,

The enclosed drawing shows MidAmerican Energy Company's proposal for providing gas to serve 16,688,100 BTU with one (1) meter at the above location. The applicant charge for this installation is **\$6,055.50**. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided. This proposal is based on the following terms:

MidAmerican Energy Company Proposes To:

1. Furnish and install gas service piping of the appropriate size to serve the above load.
2. Furnish and install applicable gas meter and header.
3. Supply 2 psig at the meter.
  - a. For a 2 psig delivery pressure to a customer, the customer's piping system must be able to receive, withstand and control 5 psig of gas pressure.

The Applicant Agrees To:

1. Be responsible for all restoration.
2. Provide without cost to the Company such easements as are necessary for the installation and maintenance of Company's facilities on private property. If a 3<sup>rd</sup> party easement is required any cost associated in obtaining the easement will be paid by the applicant.
3. The undersigned does hereby certify that the structure noted above, if intended primarily for human occupancy and if completed after April 1, 1984, meets the energy conservation standards as contained in the Iowa Administrative Code Section 661-

16.800 sometimes known as the "State Building Code Thermal and Lighting Efficiency Standards."

4. Grade the service route to within four inches of final grade and clear the route of construction materials, obstructions, trees, etc. Extra costs for additional excavation beyond normal trenching operations, due to unforeseen underground obstructions, shall be paid by the applicant.
5. Permanently mark private fuel lines with metal tags or paint for each unit.
6. The 2 inch gas riser bracket must be installed at final grade.
7. Furnish and install guard posts around the gas meter set (if needed).
8. There are two (2) options for installing the unistruts for the rotary sets.
  - a. Install the unistruts on the building wall
  - b. Install away from the building wall using 4" square tube embedded in concrete below the frost line. See the enclosed drawings.
9. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.
10. Be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.
11. It is specifically understood and agreed Applicant must certify that all of the above requirements shall be met or this Agreement shall be deemed null and void.

If a customer makes a change to their facility that requires MidAmerican Energy Company to install protect posts around the existing gas meter/s, the customer will be responsible for the cost to install the posts.

If MidAmerican Energy Company is required to start construction of gas facilities during the winter season the work will be subject to an additional winter construction charge.

It is MidAmerican Energy Company's responsibility to see that the various utility companies' facilities are located before our construction. This includes electric, natural gas, telephone, cable television, and generally water. It is the owner's responsibility to see that any privately owned systems such as water systems, irrigation systems, drain pipes, septic lines and underground wiring are located before MidAmerican Energy Company's construction. MidAmerican Energy Company assumes no liability for private facilities that are not located.

MidAmerican Energy Company installed facilities will remain the property of MidAmerican Energy Company.

If this proposal is satisfactory, please sign and return one (1) copy of this letter to me. MidAmerican Energy Company will release the work for scheduling upon the receipt of a signed proposal, gas service facility application agreement, site readiness and payment of **\$6,055.50**. Please keep us advised of your plans so we may schedule our construction work at the appropriate time. If you have any questions, please call me at (515) 252-6565.

*Please allow a minimum of ten (10) working days' notice when requesting your gas meter.*

Sincerely,  
MidAmerican Energy Company



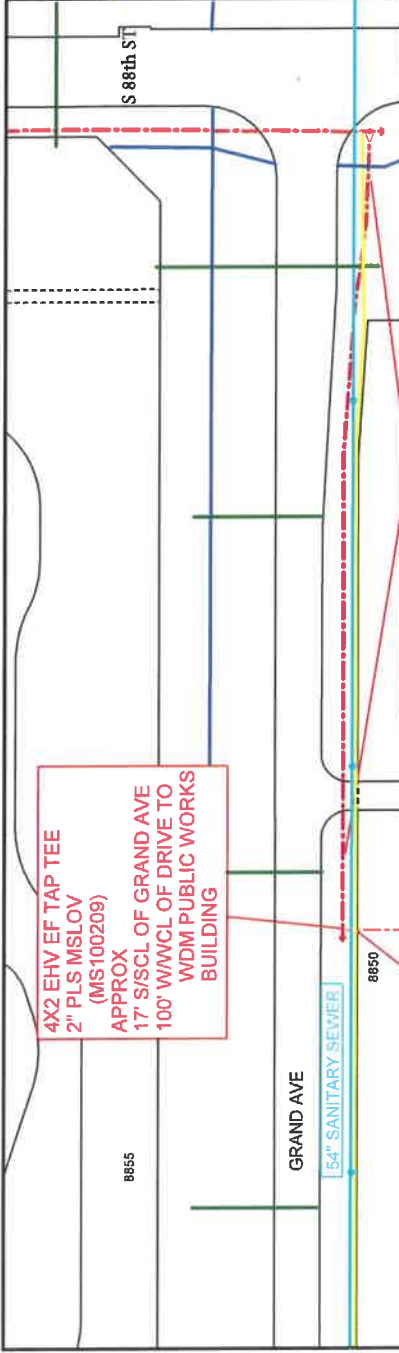
Dustin L. Wedlund  
Customer Project Coordinator

Enclosures

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_ Date Service Required: \_\_\_\_\_





4X2 EHV EF TAP TEE  
2" PLS MSLOV  
(MS100209)  
APPROX  
17' S/SCL OF GRAND AVE  
100' W/WCL OF DRIVE TO  
WDM PUBLIC WORKS  
BUILDING

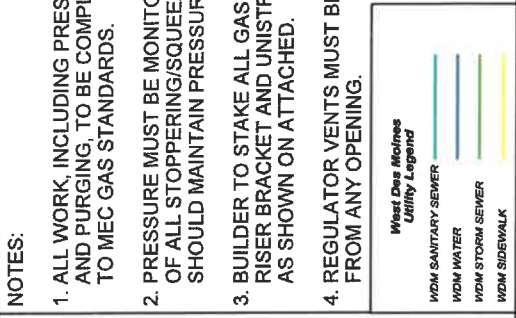
4" PLS 60# GAS MAIN INSTALLED  
FOR THIS SERVICE UNDER WR 2746581

APPROX 275' OF NEW 2"  
PLS 60# SERVICE

2" WELDED FLANGED RISER  
299H REG (371-372157, 2" FLANGED,  
3/4" ORIFICE, LT BLUE SPRING,  
2PSIG DELIVERY, LOAD = 16,688 SCFH)  
16M METER SET  
LOCATION TO BE STAKED BY CUSTOMER

**LEGEND**

PROPOSED 60 PSIG MAIN  
AND SERVICE



**WEST DES MOINES CONSTRUCTION NOTES**

1. Provide traffic control in accordance with the MUTCD, Subpart Lane Closure, Lane Shift, and Traffic Control Plans to the City of West Des Moines Public Works (Traffic Division 222-3480) at least 48 hours prior to obscuring any traffic lanes.
2. Obtain a West Des Moines Street Excavation Permit (Public Works 222-3480) prior to permitting any excavation or tunneling work on any street. See the City of West Des Moines Code, Chapter 10, Article 7-1B of the West Des Moines City Code.
3. Contact the City of West Des Moines Public Works Sewer Division (515-222-3480) at least 48 hours prior to starting any utility work for city sanitary and storm locate information.
4. Contact the City of West Des Moines Water Treatment Plant (515-222-3465) at least 48 hours prior to starting any utility work. Construction to be in compliance with West Des Moines Guideline for Placement of Utilities (see attached sheet).
6. If any pavement sections need to be removed or are damaged, the pavement will need to be replaced as 6" reinforced concrete and dowelled into the existing pavement. Contact Public Works or Parks & Recreation for inspection BEFORE any concrete is poured back.
7. Trails should remain open and unobstructed at all times unless deemed unsafe during construction activities. If any segment is to be closed, proper protection and signage shall be installed to warn approaching trail users well in advance.
8. The contractor will not be allowed to park any construction equipment on the trail while working in this area.
8. Locate all city utilities before the project starts.



**MECA**  
Crew: HQ.DNMR  
Job Desc: BORE 275' OF 2" PLS 60# SERVICE WITH 2" PLS MSLOV (MS100209), 4X2 EHV TAP TEE, 2X2 FLANGED RISER, 299H, AND 16M METER SET

Cust: CITY OF WDM PUBLIC WORKS BUILDING  
Addr: 8850 Grand Ave  
City: WEST DES MOINES

WMMS\_REV:2746213-1  
Date: 3/6/2019  
Scale: NOT TO SCALE  
Designer: DOUGHERTY, WILLIAM T

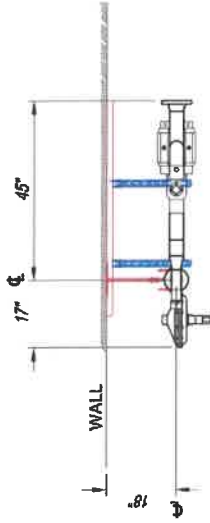
X = 1651284 Y = 550675

DISCLAIMER OF LIABILITY  
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further MidAmerican Energy Company reserves the right to make changes including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

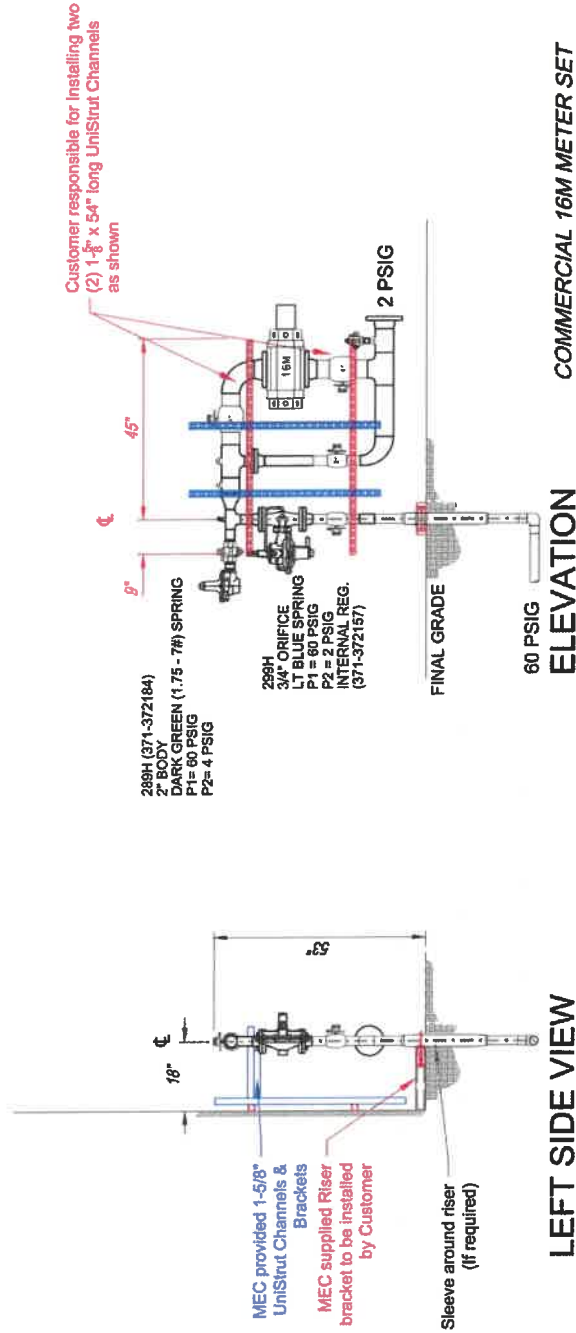
**WR 2746213**  
**West Des Moines Public Works**  
**8850 Grand Ave**  
**West Des Moines**

- NOTE:**
1. Support Gas Meter Header in Field as required.
  2. Dimensions are nominal and for reference only.
  3. Include Electrical Isolation as Required.
  4. Pressure Test Per MEC Gas Operating Standards.
  5. Vent regulator per MEC Standards.

**NOTE:** Customer responsible for providing downstream regulators for individual tenant needs.

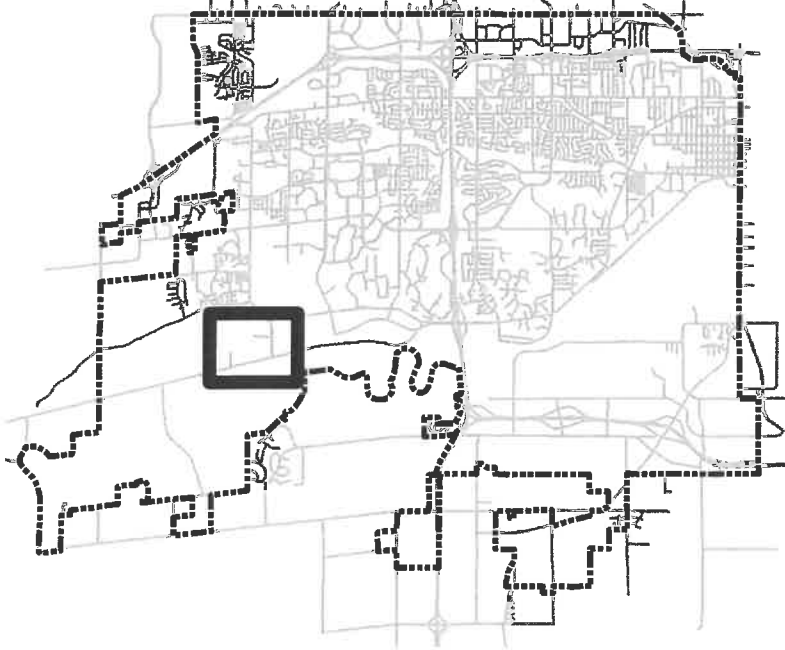


**PLAN**





**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: April 15, 2019**

**ITEM:** Resolution - Approval of 28E Agreement between the City of West Des Moines, the City of Windsor Heights, and the West Des Moines School District for the provision of and payment for school crossing guard services

**FINANCIAL IMPACT:** Unknown at this time.

**BACKGROUND:** This 28E Agreement will establish a general partnership between the City of West Des Moines, the City of Windsor Heights and the West Des Moines Community School District for the provision of school crossing guard services.

The City of West Des Moines, as administered through the West Des Moines Police Department, currently employs school crossing guards for the West Des Moines Community School District, with payment for the crossing guards divided equally between the City and the School District. The attached agreement provides that West Des Moines, Windsor Heights and the School District share in the cost of crossing guard services and authorizes the West Des Moines Police Department to negotiate and administer a contract with All City Management Services (ACMS) to provide the services. This will alleviate the need for West Des Moines to hire and retain the crossing guards. Windsor Heights will pay the School District fifty percent of the cost for services it receives, and West Des Moines and the School District will share equally for services provided in West Des Moines.

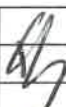
In anticipation of executing a contract between West Des Moines and ACMS, which is a sole source provider, the parties seek to set forth the terms and conditions of the agreement to allow West Des Moines to administer the contract with ACMS on behalf of the School District and Windsor Heights.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Adopt Resolution approving the 28E Agreement between the City of West Des Moines, the City of Windsor Heights, and the West Des Moines School District for the provision of and payment for School Crossing Guard Services

**Lead Staff Member:** Richard J. Scieszinski, City Attorney RS

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING 28E AGREEMENT BY AND BETWEEN THE CITY OF WEST  
DES MOINES, THE CITY OF WINDSOR HEIGHTS AND THE WEST DES MOINES  
COMMUNITY SCHOOL DISTRICT FOR THE PROVISION OF SCHOOL CROSSING  
GUARD SERVICES**

**WHEREAS**, the Cities of West Des Moines and Windsor Heights and the West Des Moines Community School District have negotiated an Iowa Code Chapter 28E Agreement for the provision of school crossing guard services; and

**WHEREAS**, the Agreement sets forth the terms and conditions under which the school crossing guard services will be provided, including the use of a third-party vendor to provide the services; and

**WHEREAS**, approval of the 28E Agreement is contingent upon the successful negotiation with All City Management Services (ACMS) by the City of West Des Moines, on behalf of all parties to the 28E Agreement, of a separate agreement in which ACMS will provide school crossing guard services to the Cities of West Des Moines and Windsor Heights and the West Des Moines Community School District.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Des Moines, Iowa, that:

1. The Iowa Code Chapter 28E Agreement by and between the City of West Des Moines, the City of Windsor Heights and the West Des Moines Community School District for the provision of school crossing guard services is approved.
2. Approval of the 28E Agreement by the City of West Des Moines is contingent upon approval of the 28E Agreement by the City of Windsor Heights and the West Des Moines Community School District.
3. The Mayor Pro tem is authorized to sign the 28E Agreement and the City Clerk is directed to attest to his signature.
4. The West Des Moines Police Department, on behalf of the parties to the 28E Agreement, is authorized to negotiate a separate agreement with All City Management Services consistent with the terms of the 28E Agreement.

**APPROVED AND ADOPTED this 15th day of April, 2019.**

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**IOWA CODE CHAPTER 28E AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, THE CITY OF WINDSOR HEIGHTS AND THE WEST DES MOINES COMMUNITY SCHOOL DISTRICT FOR THE PROVISION OF SCHOOL CROSSING GUARD SERVICES**

This Agreement is made pursuant to Iowa Code Chapter 28E for the provision of school crossing guard services by and between the city of West Des Moines and the city of Windsor Heights, municipal corporations organized under the laws of the state of Iowa (hereinafter “West Des Moines” and “Windsor Heights,” respectively, collectively the “Cities”) and the West Des Moines Community School District, organized under the laws of the state of Iowa (hereinafter “WDMCSD” or the “District”).

WHEREAS, West Des Moines, through the West Des Moines Police Department, has maintained a long-standing collaboration with WDMCSD for the provision of and payment for school crossing guard services; and

WHEREAS, WDMCSD and Windsor Heights have an existing agreement for the provision by WDMCSD of school crossing guard services for a school crossing located in the city of Windsor Heights; and

WHEREAS, West Des Moines, Windsor Heights and the WDMCSD seek to engage a private company to provide school crossing guard services for public school crossings located in the cities of West Des Moines and Windsor Heights; and

WHEREAS, Windsor Heights and WDMCSD have determined that it would be beneficial for the city of West Des Moines, through the West Des Moines Police Department, to execute and act as administrator of a contract with a qualified private company selected by West Des Moines and WDMCSD; and

WHEREAS, All City Management Services (hereinafter “ACMS”) is a private company with expertise in the provision of school crossing guard services, including the provision of all necessary training and equipment for those services; and

WHEREAS, the parties have determined that ACMS is a sole source provider of school crossing guard services and that its selection is consistent with the purchasing policies of the state of Iowa, the cities of Windsor Heights and West Des Moines and WDMCSD; and

WHEREAS, in anticipation of executing a contract between West Des Moines and ACMS for the provision of school crossing guard services to WDMCSD, the parties seek to set forth the terms and conditions of an agreement to allow West Des Moines to administer the contract with ACMS on behalf of WDMCSD and Windsor Heights.

THEREFORE, THE PURPOSE OF THIS AGREEMENT is to exercise the joint and cooperative powers, privileges and authority of the parties granted by Iowa Code Chapter 28E to enable the parties to provide for the pedestrian safety of school children in the West Des Moines

Community School District by engaging the services of ACMS for the provision of school crossing guard services.

## I. SCHOOL CROSSING GUARD SERVICES

In recognition of the need for school crossing guard services by the West Des Moines Community School District, the parties have agreed that the services provided by ACMS, as further described in Attachment 1, “All City Management Services, *Program Summary, Recruitment, and Staffing and Training*” will address that need by providing for the pedestrian safety of school children in the District. The parties further agree that West Des Moines should enter into and administer a contract with ACMS, with the understanding that Windsor Heights and WDMCSD, as beneficiaries of the contract, will pay a proportionate share for the services received from ACMS.

In performance of the services, ACMS shall provide crossing guards at all school crossings designated by WDMCSD, including the existing school crossing located in the city of Windsor Heights. The number and location of school crossings in which ACMS provides services may increase or decrease as determined by WDMCSD, upon prior approval of the Cities. As beneficiaries of the services, WDMCSD and Windsor Heights agree to make payment for the additional services as provided in Section II(A), below.

As provided in the contract to be executed by West Des Moines and ACMS, the parties acknowledge and agree that ACMS is an independent contractor and that its employees and representatives are not employees of Windsor Heights, West Des Moines or WDMCSD. As an independent contractor, ACMS is solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to ACMS or ACMS’s employees, representatives or other personnel performing the services described on Attachment 1, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes, neither ACMS or the employees, representatives or other personnel of ACMS are entitled to any West Des Moines, Windsor Heights or WDMCSD payroll, insurance, unemployment, worker’s compensation, retirement, or any other benefits whatsoever.

## II. COST, PAYMENT AND ADMINISTRATION

### A. Cost and Payment

The cost of the school crossing guard services provided by ACMS shall be the amount as shown on the “Proposed Hourly Rate” in the ACMS contract attached hereto as Exhibit 1. WDMCSD and Windsor Heights agree that rates charged by ACMS may increase, and that West Des Moines, as administrator, may negotiate future rate changes, with all increases to be effective upon mutual agreement of the parties.

Windsor Heights and WDMCSD agree that the obligation for and payment to ACMS for the school crossing guard services shall be as follows:

- 1) Windsor Heights shall be responsible for and pay fifty percent (50%) of all costs for the school crossing guard services provided by ACMS for the existing school-crossing located at the Clive Learning Academy, 1600 block of 73<sup>rd</sup> Street, Windsor Heights. Windsor Heights shall also be responsible for and pay fifty percent (50%) of all costs for school crossing guard services provided by ACMS for any additional future school crossings located in the city of Windsor Heights.
- 2) WDMCSD shall be responsible for and pay fifty percent (50%) of all costs for the school crossing guard services provided by ACMS for the existing school-crossing located at the Clive Learning Academy, 1600 block of 73<sup>rd</sup> Street, Windsor Heights. WDMCSD shall also be responsible for and pay fifty percent (50%) of all costs for school crossing guard services provided by ACMS for any additional future school crossings located in the city of Windsor Heights.
- 3) WDMCSD shall be responsible for and pay fifty percent (50%) of all costs for the school crossing guard services provided by ACMS for the existing and future school-crossings located in the city of West Des Moines.
- 4) West Des Moines shall be responsible for and pay fifty percent (50%) of all costs for the school crossing guard services provided by ACMS for the existing and future school-crossings located in the city of West Des Moines. West Des Moines shall have no responsibility for the cost of or payment for school crossing guard services provided in any city other than the city of West Des Moines.

B. Administration – No Separate Legal Entity.

No separate legal or administrative entity or joint board shall be established. West Des Moines, through the West Des Moines Police Department, shall serve as administrator of the contract executed by West Des Moines and ACMS and shall contribute a proportionate share of the costs of services provided by ACMS to WDMCSD as set forth in Section II(A) of this Agreement, above. West Des Moines shall have no responsibility or obligation for payment to ACMS or any party to this Agreement for services provided by ACMS in the city of Windsor Heights.

As administrator, the responsibilities of West Des Moines shall be as follows:

- 1) Negotiate and execute a contract with ACMS following review and approval by WDMCSD for the provision of school crossing guard services in the cities of West Des Moines and Windsor Heights. Additional crossings may be added as determined by WDMCSD upon mutual agreement of the Cities and WDMCSD.
- 2) Administer the contract with ACMS, including receipt of payment from WDMCSD for expenses incurred for program services and remittance of payment to ACMS for program services provided. Program services shall be all eligible program services provided by ACMS as shown in the contract between West Des Moines and ACMS.



- 3) Payment for eligible program services received from ACMS to WDMCSD shall be made to West Des Moines quarterly. West Des Moines shall invoice WDMCSD no later than April 10, July 10, October 10 and January 10 for payment for services provided in the preceding quarter. WDMCSD shall remit payment of the amount invoiced to West Des Moines no later than May 10, August 10, November 10 and February 10 for services provided in the preceding quarter.
- 4) WDMCSD may audit or review West Des Moines' billing process for the two (2) most recently completed fiscal years by providing written notice to West Des Moines, who shall have thirty (30) calendar days to respond to the request. Upon notice from West Des Moines that the requested information has been assembled, WDMCSD shall have fifteen (15) calendar days to begin the audit or review.

### III. INDEMNIFICATION AND HOLD HARMLESS

To the greatest extent allowed by law, each party to this Agreement will indemnify and hold the other party or parties to this Agreement, their officials, agents, employees and contractors harmless from and against any and all losses, costs, damages and expenses, including reasonable attorney fees and expenses, related to or arising from the indemnifying party's negligent or willful misconduct in the performance of its duties under this Agreement.

### IV. TERMINATION, DISPOSITION OF PROPERTY, AND NOTICE

#### A. Termination.

This Agreement shall remain in full force and effect and run concurrently with the timelines provided in the contract by and between the West Des Moines and ACMS. Any party may, however, terminate this Agreement by giving written notice to the non-terminating parties no later than May 1, with termination to be effective July 1 of that year.

#### B. Property Disposition.

Upon termination of this Agreement, all property and assets, if any, shall be distributed to the party which purchased the property and assets, and if jointly purchased, shall be distributed after payment of liabilities so that each party receives its share in proportion to its contribution. If agreement cannot be reached regarding disposition, the property or assets may be sold and the proceeds distributed based upon the cost sharing percentages provided by this Agreement.

#### C. Notice.

1. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office.

Notice to the City of West Des Moines shall be addressed to Chief of Police, City of West Des Moines, P.O. Box 65320, 250 Mills Civic Parkway, West Des Moines, Iowa 50265-0320.

Notice to the City of Windsor Heights shall be addressed to the City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324.

Notice to the West Des Moines Community School District shall be addressed to Superintendent of Schools, West Des Moines Community School District, 3550 Mills Civic Parkway, West Des Moines, Iowa 50265-5556.

If during the term of this Agreement any party changes the address of the above contact persons, it shall notify all other parties of the new address.

V. AMENDMENT

This Agreement may be supplemented or amended by mutual agreement of the parties after approval by their respective governing bodies.

VI. BINDING EFFECT - NO THIRD-PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of each party and each party's successors and assigns. However, there are no third-party beneficiaries to the Agreement, which is intended to only benefit the cities of West Des Moines and Windsor Heights and the West Des Moines Community School District.

VII. EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

VIII. SEVERABILITY

If any clause, provision or section of this Agreement shall for any reason be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

IX. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, including but not limited to the *28E Agreement to Provide A School Crossing Guard Program between WDMCSD and Windsor Heights* approved October, 2018.

X. APPROVAL

This Agreement shall be approved by the respective governing bodies of the cities of West Des Moines and Windsor Heights and the West Des Moines Community School District. Upon approval by each party the Agreement shall be filed in the Office of the Iowa Secretary of State as provided by Iowa Code Section 28E.8. The Agreement will be in effect upon the completion of such filings.

**IN WITNESS WHEREOF**, the City of West Des Moines, the City of Windsor Heights and the West Des Moines Community School District have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF WEST DES MOINES

WEST DES MOINES, IOWA  
COMMUNITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Steven K. Gaer, Mayor

By: \_\_\_\_\_  
Jill Caton Johnson, Board President

ATTEST:

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

\_\_\_\_\_  
Board Secretary

CITY OF WINDSOR HEIGHTS

By: \_\_\_\_\_  
Dave Burgess, Mayor

ATTEST:

\_\_\_\_\_  
Travis Cooke, City Clerk



## ALL CITY MANAGEMENT SERVICES

### Program Summary

The privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically we will address our **orientation, training, recruitment** and **staffing** plan for Crossing Guard Programs.

In assuming control of a Crossing Guard Program we first set-up an **orientation** and **training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition from public to private management. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss, our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary to address the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected we proceed with a training session for all current and prospective Crossing Guards.

**Training-** Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations and responsibilities of a School Crossing Guard. To that end, we have consolidated over 25 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

## Recruitment and Staffing

ACMS will offer existing Crossing Guard staff continued employment at their assigned sites. Managers would assess additional **staffing** needs of the program after meeting with your agency and again following our initial **Orientation** and **Training Meeting**.

Our goal in this orientation meeting is to incorporate the existing Crossing Guards into our organization. During this orientation we will discuss; our company history, our family of Crossing Guard programs and the impending transition in the management of the program. We will spend as much time as necessary to address the issues and questions raised by all prospective employees.

We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

## Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 30 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the *“Employee Handbook for School Crossing Guards”* and are shown the professionally produced training DVD, *“Crossing Guard Safety”*. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately two to three hours and the field training approximately two to four hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket and or rain coat

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation and possibly show a training video. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a three (3) hour time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques and policies.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards. 6. Interview prospective Supervisors.

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** 30 to 60 days after their initial employment.

The Supervisor conducts Site Performance Evaluations at the intersection the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days.



## ALL CITY MANAGEMENT SERVICES

### Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the City of West Des Moines, IA Crossing Guard Program.

**Proposed Hourly Rate:** Twenty-six dollars and Ninety cents (**\$26.90**) per hour, per guard. This pricing is based upon 11 Crossing Guards compensated an average of 2.33 hours, per day for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 4,633 hours annually we project a **Not to Exceed price of \$124,628** for contract year one.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **West Des Moines** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

### ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: [www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: [baron@thecrossingguardcompany.com](mailto:baron@thecrossingguardcompany.com)

Vice President of Operations: Patricia Pohl: [pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

Director of Marketing: Harlan Sims: [harlan@thecrossingguardcompany.com](mailto:harlan@thecrossingguardcompany.com)

This pricing is valid for a period of 90 days.



# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: April 15, 2019

**ITEM:** Resolution – Approval and Acceptance of Easement for Hidden Point Park Improvements  
1. Resolution – Water Main Easement

**FINANCIAL IMPACT:** None.

**BACKGROUND:** The easement being granted to West Des Moines Water Works is to allow the installation of an 8” water main through the park. This water main shall serve as a loop feed to the adjacent Pheasant Ridge development.


**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council adopt a resolution approving and accepting the easement through Hidden Point Park.

**Lead Staff Member:** David Sadler, Superintendent of Parks



**STAFF REVIEWS**

Department Director	Sally Ortgies, Director of Parks and Recreation	<i>SO by DS</i>
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

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE  
OF PROPERTY INTERESTS FOR THROUGH HIDDEN POINT PARK**

**WHEREAS**, on March 18, 2019, the City of West Des Moines approved the Hidden Point Park Improvements, Project No. 0525 062-0510 082 2017; and

**WHEREAS**, as part of said project a water main was bid, shall be constructed as part of said project, and all associated costs for water main to be reimbursed by West Des Moines Water Works; and

**WHEREAS**, a public utility easement granted to West Des Moines Water Works is necessary to construct the water main; and

**WHEREAS**, West Des Moines Water Works approved the easement on March 26, 2019; and

**WHEREAS**, it is in the best interest of the City of West Des Moines to accept the easement.

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

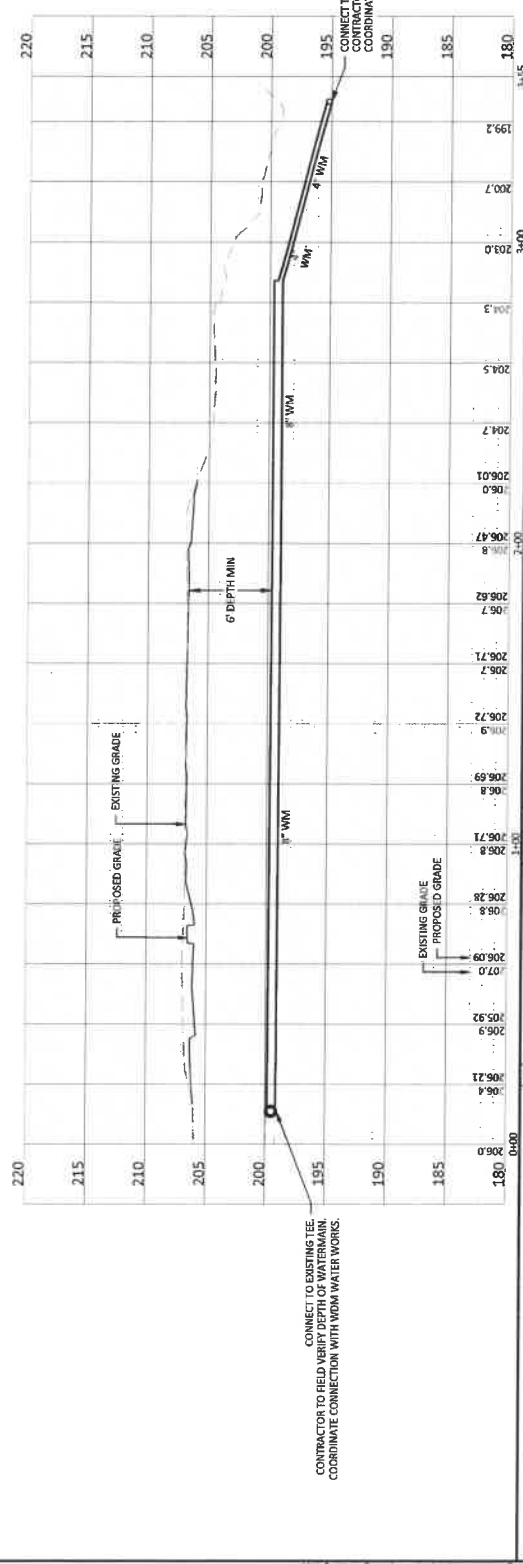
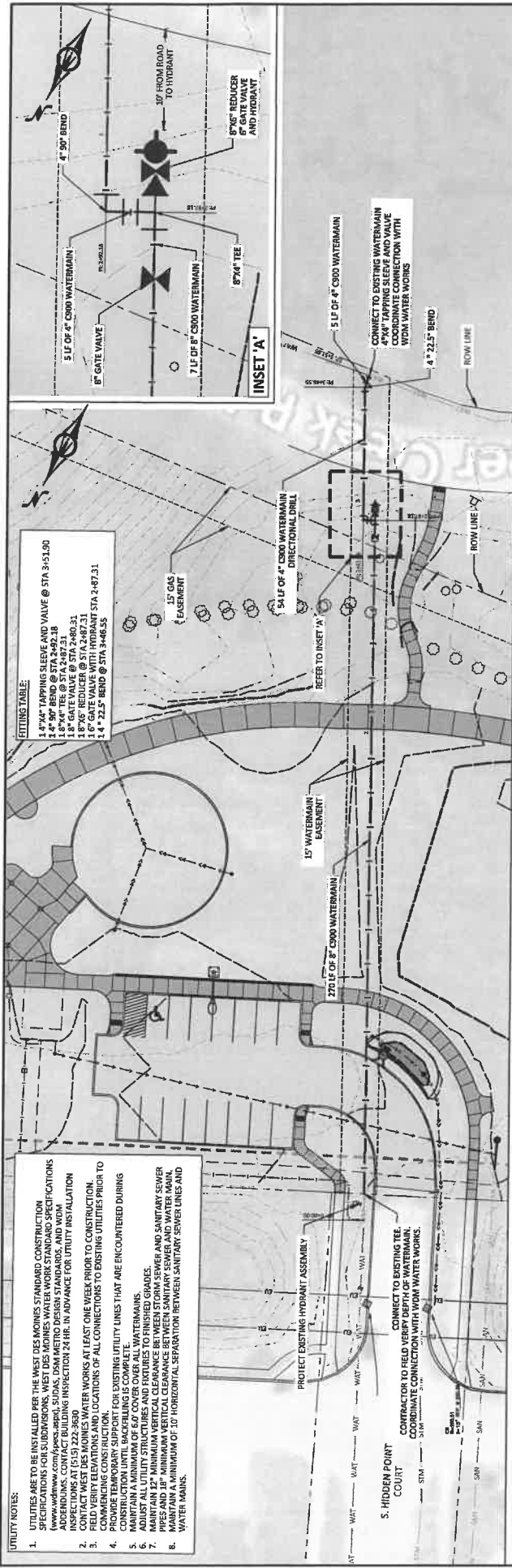
1. The public utility easement granted from the City of West Des Moines for the installation of a water main through the park to serve the residents of Pheasant Ridge, to West Des Moines Water Works is hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The easement shall be recorded in the Office of the Dallas County Recorder.

**PASSED AND ADOPTED this 15<sup>th</sup> day of April, 2019.**

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



**BOLTON & MENK**

308 E 5TH STREET, SUITE 202  
DES MOINES, IOWA 50309  
Email: bolton@boltonmenk.com  
www.boltonmenk.com

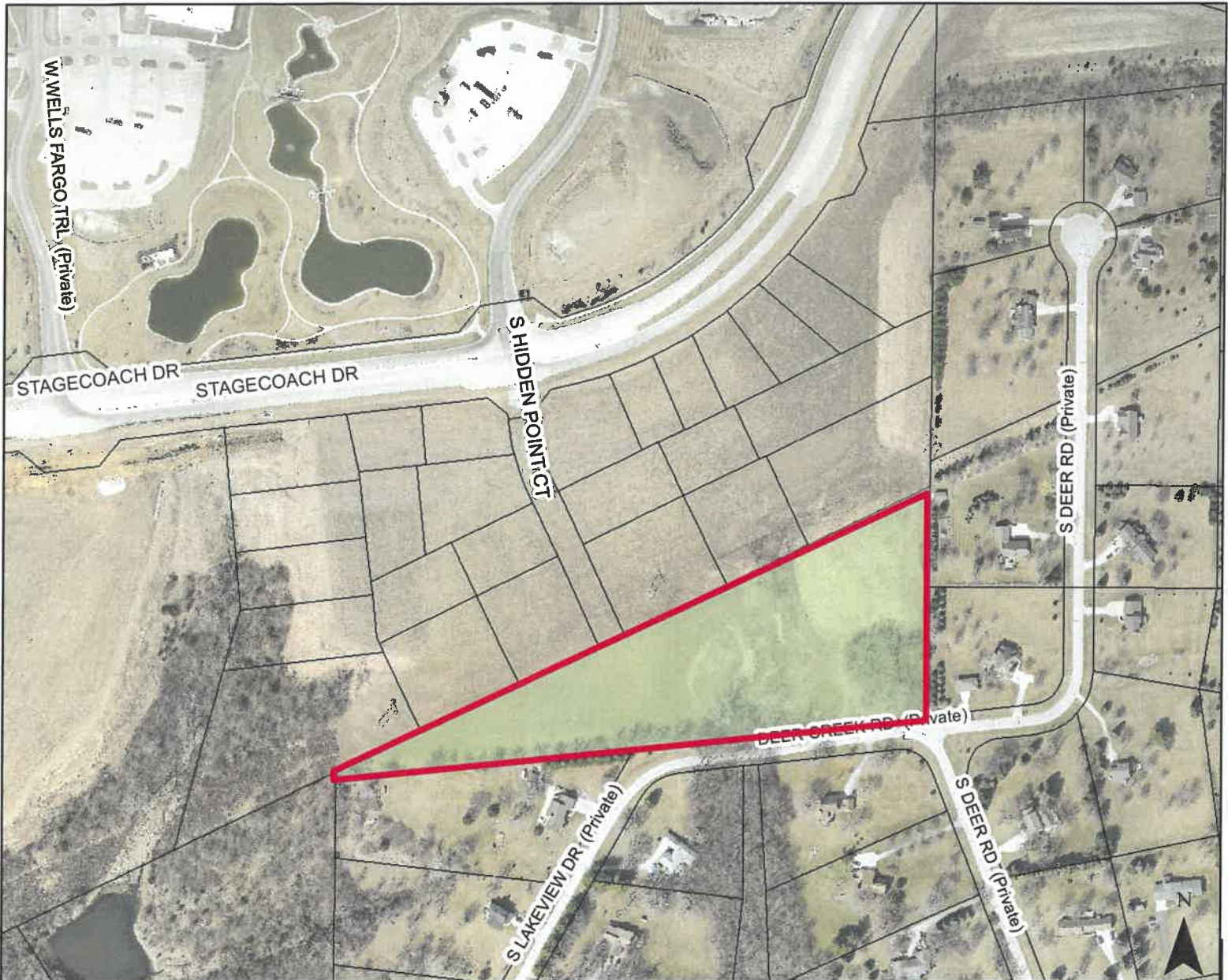
CITY OF WEST DES MOINES, IOWA  
HIDDEN POINT PARK  
WATERMAIN PLAN

SHEET MWM.1

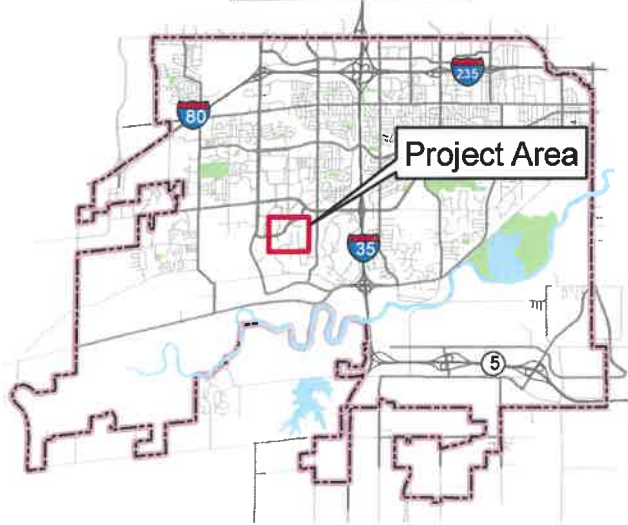
DATE: 08/15/2017

DESIGNED FOR CONSTRUCTION: 2/19/2019

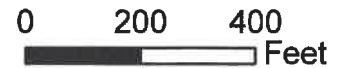
SCALE: HORIZ. 1" = 40' FEET, VERT. 1" = 5' FEET



**VICINITY MAP**



**LEGEND**



PROJECT:

**HIDDEN POINT PARK IMPROVEMENTS**

LOCATION:

**1250 S HIDDEN POINT CT**

DRAWN BY: **MAA**

DATE: **02/11/2019**

PROJECT NO.: -

SHT. **1 of 1**

## **WATER MAIN EASEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

#### **1. Grant of Permanent Easement**

The undersigned, **CITY OF WEST DES MOINES**, an Iowa municipal corporation, (hereinafter referred to as “Grantor” or “City”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, and convey to the **WEST DES MOINES WATER WORKS**, a public utility organized and existing under the laws of the State of Iowa (hereinafter referred to as “WDMWW” or “Water Works”), a permanent and perpetual Water Main Easement (hereinafter referred to as “Easement”) upon, over, under, through and across the real property as shown and legally described on the attached Exhibit "A" located in the City of West Des Moines, Dallas County, Iowa.

#### **2. Use and Purpose of Easement(s)**

This Easement shall be granted for the purpose locating, installing and operating a municipal public water main or mains and necessary appurtenances thereto (hereinafter referred to as the “Improvements”) and to allow WDMWW to enter at any time upon and into the Easement area to use as much of the surface and subsurface thereof to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the Improvements whenever necessary, subject to the following terms and conditions:

- (1) The Grantor(s) reserve and retain all other property rights in and to the Easement area including, but not limited to, the right to utilize the same to construct sidewalks thereon, provided however that such construction does not interfere with or endanger any of the Improvements located thereon, and the same is in compliance with all laws and ordinances of the federal, state, county, municipal,

and other governmental agency or unit, now in effect or at the time such right is exercised. No structure or building of any kind whatsoever shall be erected upon the Easement area without the express written consent of the WDMWW.

- (2) WDMWW agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other governmental agency or units exercising jurisdiction over the installation and operation of the Improvements before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.
- (3) WDMWW shall take reasonable steps to ensure that all work performed by WDMWW within the Easement area will be initiated and completed within a reasonable period, and to remove from the Easement area and surrounding land all debris, spoils, and equipment resulting from or used in connection with the undertaking of work in the Easement area. Following completion of the work performed by WDMWW, the Easement area shall be restored to substantially the same condition as prior to the time of entry or as agreed upon by WDMWW and the City.
- (4) Unless done on behalf or at the direction of WDMWW, nothing in this grant of Easement shall obligate WDMWW to perform any work or engage in any repair or restoration of the Easement area resulting from actions taken by other individuals or entities (i.e. utility companies).

### **3. Hold Harmless**

WDMWW agrees to indemnify and hold harmless the City from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney fees of any kind for actions or omissions of WDMWW arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

### **4. Successors and Assigns**

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

### **5. Lawful Authority**

The City covenants with WDMWW that it holds the above-described legal property by good and perfect title, free and clear of liens, easements and encumbrances and that the City has a right and lawful authority to make and execute this Easement. City warrants and defends said Easement against the lawful claims of all persons claiming by, through

or under City.

**6. Jurisdiction and Venue**

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 Easement, and further consent to the District Court of Dallas County as proper venue.

**7. Words and Phrases**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. 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 "WDMWW" or "Water Works" shall refer to the undersigned, its officers, assigns, successors in interest, or lessees, if any.

Dated this \_\_\_\_ day of April, 2019.

CITY OF WEST DES MOINES, IOWA  
Grantor

\_\_\_\_\_  
Russ Trimble  
Mayor pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

STATE OF IOWA    )  
                          ) SS  
COUNTY OF POLK )

On this 15th day of April, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Russ Trimble and Ryan T. Jacobson, to me known to be the Mayor pro tem and City Clerk, respectively, of the City of West Des Moines, Iowa; that this record was signed on behalf of the City by authority of its City Council as contained in Resolution No. \_\_\_\_\_ approved on the 15th day of April, 2019 by the City Council of the City of West Des Moines, Iowa, and that the Mayor Pro tem and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires:

Exhibit "A"

A PARCEL OF LAND LOCATED WITHIN OUTLOT "Z" OF ROGER'S FARM SUBDIVISION, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID OUTLOT "Z" OF ROGER'S FARM SUBDIVISION; THENCE  $N64^{\circ}12'38''E$ , 686.24 FEET ALONG THE NORTHWESTERLY LINE OF OUTLOT "Z" TO THE POINT OF BEGINNING; THENCE  $S28^{\circ}09'44''E$ , 263.39 FEET TO THE SOUTH LINE OF SAID OUTLOT "Z"; THENCE  $N83^{\circ}59'50''E$ , 16.20 FEET ALONG THE SOUTH LINE OF SAID OUTLOT "Z"; THENCE  $N28^{\circ}09'44''W$ , 268.87 FEET TO THE NORTHWESTERLY LINE OF SAID OUTLOT "Z"; THENCE  $S64^{\circ}12'38''W$ , 15.01 FEET ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT "Z" TO THE POINT OF BEGINNING.



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

**ITEM:** Setting Dates of Public Hearing – Iowa Clinic Urban Renewal Area     **DATE:** April 15, 2019  
- City Initiated

**RESOLUTION:** Establish Public Hearing – Urban Renewal Plan –  
Iowa Clinic Urban Renewal Area

**FINANCIAL IMPACT:** Because of the development agreement the City is initiating within this Urban Renewal Area, the City anticipates expending not more than \$11,000,000.

**BACKGROUND:** This is a newly proposed Urban Renewal Area to facilitate the anticipation of the development agreement for the economic development project at 5950 University Avenue as well as various public infrastructure projects.

The land area being added to this new Urban Renewal Plan is being removed from the existing Westtown V Urban Renewal Area.

The additional infrastructure projects identified in this proposed Plan are not commitments within proposed or outstanding Development Agreements within this Urban Renewal Area. The inclusion of these projects within the Plan allow the eligibility of funding with TIF in the future, upon City Council approval, if the TIF funds become available.

As required by law, the City will facilitate a consultation meeting with taxing entities regarding this amendment.

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

**RECOMMENDATION:** Staff recommends the City Council approve a resolution setting May 20, 2019 as the public hearing date for the Iowa Clinic Urban Renewal Plan.

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

**STAFF REVIEWS**

Department Director	<i>KE</i> Clyde Evans, Community and Economic Development Department	<i>CEE</i>
Appropriations/Finance	<i>KE</i>	
Legal	<i>SA</i>	
Agenda Acceptance	<i>KE</i>	

**PUBLICATION(S) (if applicable)**

Published In	NA
Date(s) Published	NA
Letter sent to surrounding property owners	NA

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Finance & Administration		
Date Reviewed	June 14, 2017		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Proposed Iowa Clinic Urban Renewal Plan
- Exhibit II - Resolution

CITY OF WEST DES MOINES, IOWA  
URBAN RENEWAL PLAN  
IOWA CLINIC URBAN RENEWAL AREA

May, 2019

## 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’ (the “City”) Iowa Clinic 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 initiatives in the Urban Renewal Area as economic development urban renewal projects:

### A)

**Name of Project:** 60<sup>th</sup> Street and University Avenue Improvement Project

**Date of Council Approval of Project:** May 20, 2019

**Description of Project and Project Site:** The 60<sup>th</sup> Street and University Avenue Improvement Project will consist of the construction of certain street improvements at the intersection of 60<sup>th</sup> Street and University Avenue, including the (i) construction of an eastbound right-turn lane; and (ii) lengthening of the existing northbound turn lane; and (iii) incidental utility, landscaping, site clearance and cleanup work related thereto.

It is expected that the completed 60<sup>th</sup> Street and University Avenue Improvement 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 60<sup>th</sup> Street and University Avenue Improvement Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the 60<sup>th</sup> Street and University Avenue Improvement Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the 60<sup>th</sup> Street and University Avenue Improvement Project will not exceed \$625,000.

### B)

**Name of Project:** 60<sup>th</sup> Street and Westown Parkway Improvement Project

**Date of Council Approval of Project:** May 20, 2019

**Description of Project and Project Site:** The 60<sup>th</sup> Street and Westown Parkway Improvement Project will consist of the construction of certain street improvements at the

intersection of 60<sup>th</sup> Street and Westown Parkway, including the (i) construction of an eastbound right-turn lane; (ii) widening of Westown Parkway to accommodate westbound dual left-turn lanes; (iii) modification of the island on the east leg of Westown Parkway to lengthen the westbound left-turn storage; (iv) construction of a northbound right-turn lane; (v) modification of the island on the north leg of 60<sup>th</sup> Street to improve left turn visibility; and (vi) incidental utility, landscaping, site clearance and cleanup work related thereto.

It is expected that the completed 60<sup>th</sup> Street and Westown Parkway Improvement 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 60<sup>th</sup> Street and Westown Parkway Improvement Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the 60<sup>th</sup> Street and Westown Parkway Improvement Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the 60<sup>th</sup> Street and Westown Parkway Improvement Project will not exceed \$2,100,000.

C)

**Name of Project:** Iowa Clinic Development Project

**Date of Council Approval of Project:** May 20, 2019

**Description of the Project and Project Site:** The Iowa Clinic West Lake I, LLC (the "Developer") has proposed to undertake the construction of a new medical office building, the construction of a new parking ramp and the construction of a new parking lot on certain real property situated at 1620 59<sup>th</sup> Place in the Urban Renewal Area (the "Iowa Clinic Property") for use in the business operations of The Iowa Clinic, P.C.

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 Iowa Clinic Development 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 \$10,000.

**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 Iowa Clinic Development 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 Iowa Clinic Development 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 Iowa Clinic Development 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 Iowa Clinic Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Iowa Clinic Development Project will not exceed \$11,000,000, plus the Admin Fees.

## **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	\$ <u>396,559,236</u>
2. Outstanding general obligation debt:	\$ <u>195,200,000</u>
3. Proposed amount of debt to be incurred*:	\$ <u>13,735,000</u>

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

**EXHIBIT A  
LEGAL DESCRIPTION  
IOWA CLINIC URBAN RENEWAL AREA**

LOT 5 IN WEST LAKES OFFICE PARK PLAT 9, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT 1 IN WEST LAKES OFFICE PARK PLAT 10, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT "A" AND PART OF LOT "D" LYING EAST OF A LINE GOING FROM THE SOUTHEAST CORNER OF LOT 7 TO THE NORTHWEST CORNER OF LOT 9, ALL IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT A IN WEST LAKES OFFICE PARK PLAT 11, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

THE EASTERLY 11.50 FEET OF LOT 4 IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT A IN WESTOWN OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

AND

LOT D IN WEST LAKES OFFICE PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

AND

A PARCEL OF LAND IN THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE S00°00'00"E, 1868.40 FEET ALONG THE WEST LINE OF SECTION 6 TO A POINT; THENCE N89°46'03"E, 33.01 FEET ALONG THE SOUTH LINE OF THE NORTH 1686.40 FEET OF SAID NORTHWEST ¼ TO THE POINT OF BEGINNING; THENCE N89°46'03"E, 594.85 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE WEST 627.86 FEET



OF SAID NORTHWEST ¼; THENCE N00°00'00"E, 120.00 FEET ALONG SAID EAST LINE TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1557.50 FEET, AN ARC LENGTH OF 336.43 FEET, AND A CHORD BEARING OF S83°48'48"W TO A POINT OF TANGENCY; THENCE S77°37'29"W, 248.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AN ARC LENGTH OF 19.42 FEET, AND A CHORD BEARING N80°06'58"W TO A POINT; THENCE S00°00'00"W, 36.29 FEET TO THE POINT OF BEGINNING;

AND

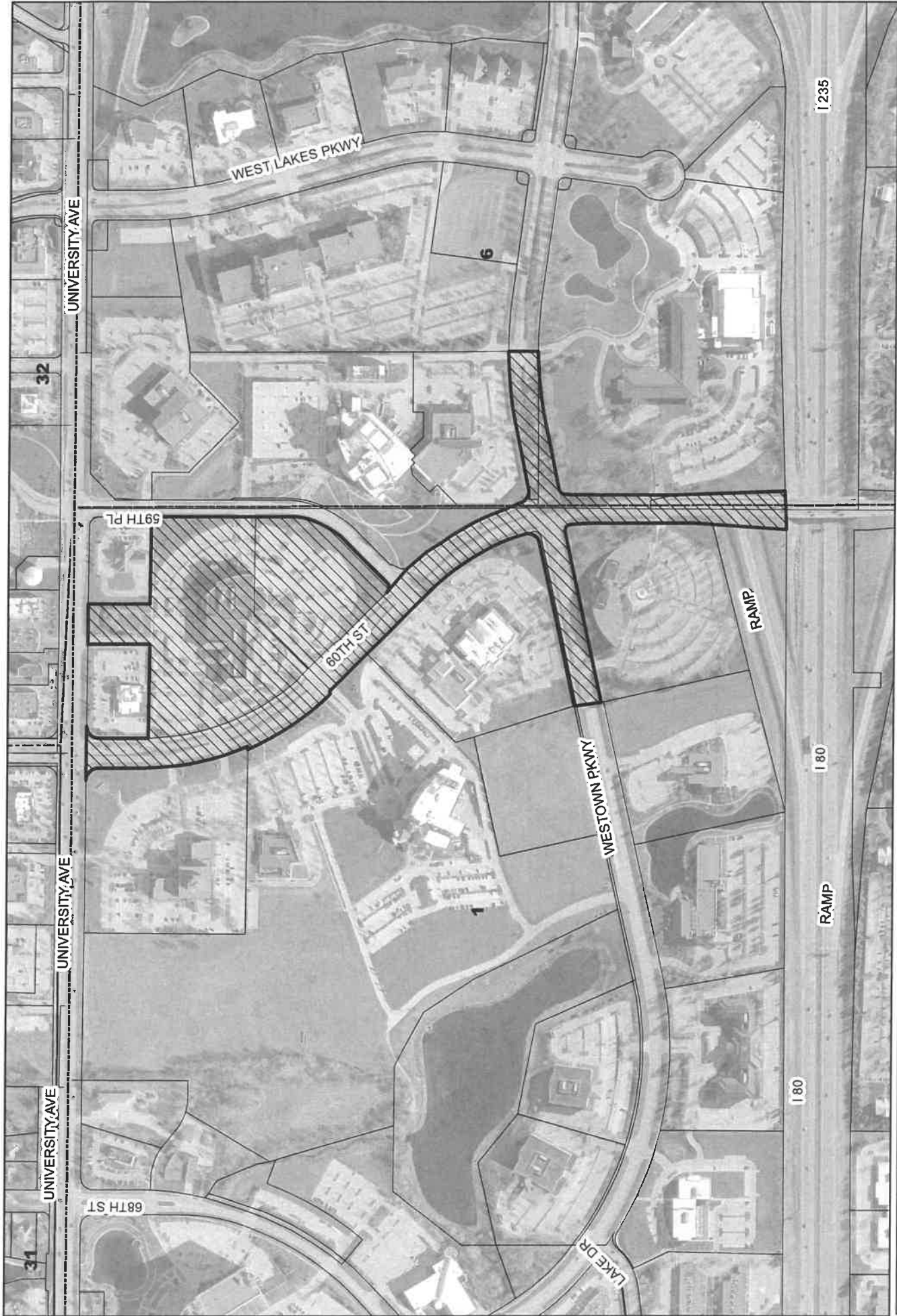
A PARCEL OF LAND IN NORTHWEST ¼ OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 IN WEST LAKES OFFICE PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE DUE WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 6; THENCE NORTH ALONG SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT D IN SAID WEST LAKES OFFICE PARK PLAT 2; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF SAID LOTS D AND 18 TO THE POINT OF BEGINNING;

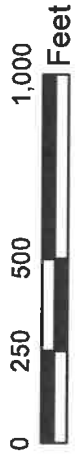
AND

A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT "B" IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE NORTHERLY ALONG THE EAST LINES OF SAID OUTLOT "B" AND LOT "A" OF SAID WEST LAKES OFFICE PARK PLAT 1, TO A SOUTHERN POINT OF SAID LOT "A"; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT "A", BEING ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 1, TO A POINT DUE EAST OF THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE WEST TO THE POINT OF BEGINNING.



	PROJECT:	<b>Iowa Clinic</b>	
	LOCATION:	<b>Urban Renewal Area</b>	
AUTHOR:	<b>BJM</b>	DATE:	<b>3/26/2019</b>
		SHEET:	<b>1 OF 1</b>



**Legend**

 Proposed Urban Renewal Area

RESOLUTION NO. \_\_\_\_\_

Resolution Setting Date for a Public Hearing on Designation of the Iowa Clinic Urban Renewal Area and on Urban Renewal Plan and Projects

WHEREAS, a proposal has been made which shows the desirability of designating certain real property situated in the City of West Des Moines, Iowa (the "City") as the Iowa Clinic Urban Renewal Area (the "Urban Renewal Area") in order to facilitate projects for the promotion of economic development, pursuant to the provisions of Chapter 403, Code of Iowa; and

WHEREAS, under the proposal, the real property (the "Property") described on Exhibit A hereto would be designated as the Urban Renewal Area; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this designation; and

WHEREAS, a proposed urban renewal plan (the "Plan") has been prepared for the governance of projects and initiatives to be undertaken in the Urban Renewal Area and which authorizes certain initial urban renewal projects to be undertaken therein consisting of (i) using tax increment financing to pay the costs of constructing turn lane improvements at the intersection of 60<sup>th</sup> Street and University Avenue in order to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City; (ii) using tax increment financing to pay the costs of constructing street widening, island and turn lane improvements at the intersection of 60<sup>th</sup> Street and Westtown Parkway in order to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City; and (iii) providing tax increment financing support to The Iowa Clinic West Lakes I, LLC in connection with the construction of a new medical office building, the construction of a new parking ramp, the construction of a new parking lot and related improvements for use in the business operations of The Iowa Clinic, P.C.; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the Urban Renewal Area and on the Plan;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. This City Council will meet in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on May 20, 2019, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the designation of the proposed Urban Renewal Area described in the preamble hereof and on the proposed Plan for said Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in West Des Moines, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for the hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Clyde Evans is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Section 4. The Plan is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved April 15, 2019.

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Mayor Pro Tem

Attest:

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City Clerk

NOTICE OF A PUBLIC HEARING ON DESIGNATION OF THE IOWA CLINIC URBAN RENEWAL AREA, AND ON PROPOSED URBAN RENEWAL PLAN AND PROJECT

Notice Is Hereby Given: That at 5:30 p.m., in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on May 20, 2019, the City Council of the City of West Des Moines, Iowa (the "City") will hold a public hearing on the question of designating as the Iowa Clinic Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, the real property situated in the City of West Des Moines, Dallas County, State of Iowa, described as follows:

LOT 5 IN WEST LAKES OFFICE PARK PLAT 9, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT 1 IN WEST LAKES OFFICE PARK PLAT 10, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT "A" AND PART OF LOT "D" LYING EAST OF A LINE GOING FROM THE SOUTHEAST CORNER OF LOT 7 TO THE NORTHWEST CORNER OF LOT 9, ALL IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT A IN WEST LAKES OFFICE PARK PLAT 11, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

THE EASTERLY 11.50 FEET OF LOT 4 IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT A IN WESTTOWN OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

AND

LOT D IN WEST LAKES OFFICE PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

AND

A PARCEL OF LAND IN THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE S00°00'00"E, 1868.40 FEET ALONG THE WEST LINE OF SECTION 6 TO A POINT; THENCE N89°46'03"E, 33.01 FEET ALONG THE SOUTH LINE OF THE NORTH 1686.40 FEET OF SAID NORTHWEST ¼ TO THE POINT OF BEGINNING; THENCE N89°46'03"E, 594.85 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE WEST 627.86 FEET OF SAID NORTHWEST ¼; THENCE N00°00'00"E, 120.00 FEET ALONG SAID EAST LINE TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1557.50 FEET, AN ARC LENGTH OF 336.43 FEET, AND A CHORD BEARING OF S83°48'48"W TO A POINT OF TANGENCY; THENCE S77°37'29"W, 248.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AN ARC LENGTH OF 19.42 FEET, AND A CHORD BEARING N80°06'58"W TO A POINT; THENCE S00°00'00"W, 36.29 FEET TO THE POINT OF BEGINNING;

AND

A PARCEL OF LAND IN NORTHWEST ¼ OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 IN WEST LAKES OFFICE PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE DUE WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 6; THENCE NORTH ALONG SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT D IN SAID WEST LAKES OFFICE PARK PLAT 2; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF SAID LOTS D AND 18 TO THE POINT OF BEGINNING;

AND

A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT "B" IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE NORTHERLY ALONG THE EAST LINES OF SAID OUTLOT "B" AND LOT "A" OF SAID WEST LAKES OFFICE PARK PLAT 1, TO A SOUTHERN POINT OF SAID LOT "A"; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT "A", BEING ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 1, TO A POINT DUE EAST OF THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE WEST TO THE POINT OF BEGINNING.

The subject matter of the public hearing will also include a proposed urban renewal plan and project for the Urban Renewal Area identified above, pursuant to Chapter 403, Code of Iowa, a copy of which plan is on file for public inspection in the office of the City Clerk.

The general scope of the proposed urban renewal plan (the "Plan"), as more specifically described therein, includes the following:

Increasing the tax base and promoting economic growth in the City by encouraging economic development, constructing necessary public improvements and assisting private

enterprise through tax increment financing incentives in the Urban Renewal Area. The initial projects to be undertaken under the Plan will consist of (i) using tax increment financing to pay the costs of constructing turn lane improvements at the intersection of 60<sup>th</sup> Street and University Avenue in order to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City; (ii) using tax increment financing to pay the costs of constructing street widening, island and turn lane improvements at the intersection of 60<sup>th</sup> Street and Westown Parkway in order to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City; and (iii) providing tax increment financing support to The Iowa Clinic West Lakes I, LLC in connection with the construction of a new medical office building, the construction of a new parking ramp, the construction of a new parking lot and related improvements for use in the business operations of The Iowa Clinic, P.C.

At the hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matter of the hearing.

Ryan Jacobson  
City Clerk

EXHIBIT A  
LEGAL DESCRIPTION  
IOWA CLINIC URBAN RENEWAL AREA

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

LOT 5 IN WEST LAKES OFFICE PARK PLAT 9, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT 1 IN WEST LAKES OFFICE PARK PLAT 10, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT "A" AND PART OF LOT "D" LYING EAST OF A LINE GOING FROM THE SOUTHEAST CORNER OF LOT 7 TO THE NORTHWEST CORNER OF LOT 9, ALL IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT A IN WEST LAKES OFFICE PARK PLAT 11, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

THE EASTERLY 11.50 FEET OF LOT 4 IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

AND

LOT A IN WESTOWN OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

AND

LOT D IN WEST LAKES OFFICE PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

AND

A PARCEL OF LAND IN THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE S00°00'00"E, 1868.40 FEET ALONG THE WEST LINE OF SECTION 6 TO A POINT; THENCE N89°46'03"E, 33.01 FEET ALONG THE SOUTH LINE OF THE NORTH 1686.40 FEET OF SAID NORTHWEST ¼ TO THE POINT OF BEGINNING; THENCE N89°46'03"E, 594.85 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE WEST 627.86 FEET OF SAID NORTHWEST ¼; THENCE N00°00'00"E,



120.00 FEET ALONG SAID EAST LINE TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1557.50 FEET, AN ARC LENGTH OF 336.43 FEET, AND A CHORD BEARING OF S83°48'48"W TO A POINT OF TANGENCY; THENCE S77°37'29"W, 248.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AN ARC LENGTH OF 19.42 FEET, AND A CHORD BEARING N80°06'58"W TO A POINT; THENCE S00°00'00"W, 36.29 FEET TO THE POINT OF BEGINNING;

AND

A PARCEL OF LAND IN NORTHWEST ¼ OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 IN WEST LAKES OFFICE PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE DUE WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 6; THENCE NORTH ALONG SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT D IN SAID WEST LAKES OFFICE PARK PLAT 2; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF SAID LOTS D AND 18 TO THE POINT OF BEGINNING;

AND

A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT "B" IN WEST LAKES OFFICE PARK PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; THENCE NORTHERLY ALONG THE EAST LINES OF SAID OUTLOT "B" AND LOT "A" OF SAID WEST LAKES OFFICE PARK PLAT 1, TO A SOUTHERN POINT OF SAID LOT "A"; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT "A", BEING ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 1, TO A POINT DUE EAST OF THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE WEST TO THE POINT OF BEGINNING.

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

**ITEM:** Setting Dates of Public Hearing – Westown V Urban Renewal Area     **DATE:** April 15, 2019  
Amendment No. 5- City Initiated

**RESOLUTION:** Establish Public Hearing – Urban Renewal Plan –  
Amendment No. 5 Westown V Urban Renewal Area

**FINANCIAL IMPACT:** Because of Development Agreements the City is initiating within this Urban Renewal Area, the City anticipates expending not more than \$700,000.

**BACKGROUND:** The City Council approved the Westown V Urban Renewal Plan on November 2, 2009. Amendments to the Plan were made in 2012, 2014, 2015, and 2018. This Amendment No. 5 will remove land area from the Urban Renewal Area and TIF District, and include the addition of an economic development project within the Plan.

The addition of the economic development project within the Plan is in anticipation of the renovation of an existing building at 7300 Westown Parkway, developed by Penta Partners, LLC. This project has been approved under the Property Tax Rebate Program.

As required by law, the City will facilitate a consultation meeting with taxing entities regarding this amendment.

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

**RECOMMENDATION:** Staff recommends the City Council approve a resolution setting May 20, 2019 as the public hearing date for the Amendment No. 5 to the Westown V Urban Renewal Plan.

Lead Staff Member: Katie Hernandez, Business Development Coordinator

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Department <i>CCE</i>
Appropriations/Finance	<i>RTE</i>
Legal	<i>W</i>
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	NA
Date(s) Published	NA
Letter sent to surrounding property owners	NA

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Finance & Administration		
Date Reviewed	January 9, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Proposed Westown V Urban Renewal Plan Amendment No. 5
- Exhibit II - Resolution

CITY OF WEST DES MOINES, IOWA  
URBAN RENEWAL PLAN AMENDMENT #5  
WESTOWN V URBAN RENEWAL AREA

May, 2019

The Urban Renewal Plan (the “Plan”) for the Westown V Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of deleting certain real property from the Urban Renewal Area and identifying a new urban renewal project to be undertaken therein.

**1) Deletion of Property.** The real property (the “Deleted Property”) described on Exhibit A hereto, is by virtue of this Amendment, deleted from the Urban Renewal Area. The Deleted Property will also be deleted from the ordinance providing for the division of property tax revenues in the Urban Renewal Area.

**2) Identification of Projects.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

**Name of Project:** Penta Partners LLC Development Project

**Name of Urban Renewal Area:** Westown V Urban Renewal Area

**Date of Council Approval of Project:** May 20, 2019

**Description of Project and Project Site:** Penta Partners LLC (the “Developer”) has proposed to undertake the renovation of an existing building and the construction of a stand-alone coffee shop on certain real property situated at 7300 Westown Parkway in the Urban Renewal Area (the “Property”).

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the 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:** It is not anticipated that the City will install public infrastructure in connection with the Project.

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

**Description of Use of TIF for Project:** The City intends to enter into a development agreement (the “Development Agreement”) with the Developer with respect to the Project and to provide economic development payments (the “Payments”) thereunder in a principal amount not to exceed \$700,000. The Payments will be funded with the

incremental property tax revenues to be derived from the Property. It is anticipated that the Payments will be made subject to annual appropriation by the City Council.

**3) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$396,559,236</u>
Outstanding general obligation debt of the City:	<u>\$195,200,000</u>
Proposed debt to be incurred in under this May, 2019 Amendment*:	<u>\$ 708,000</u>

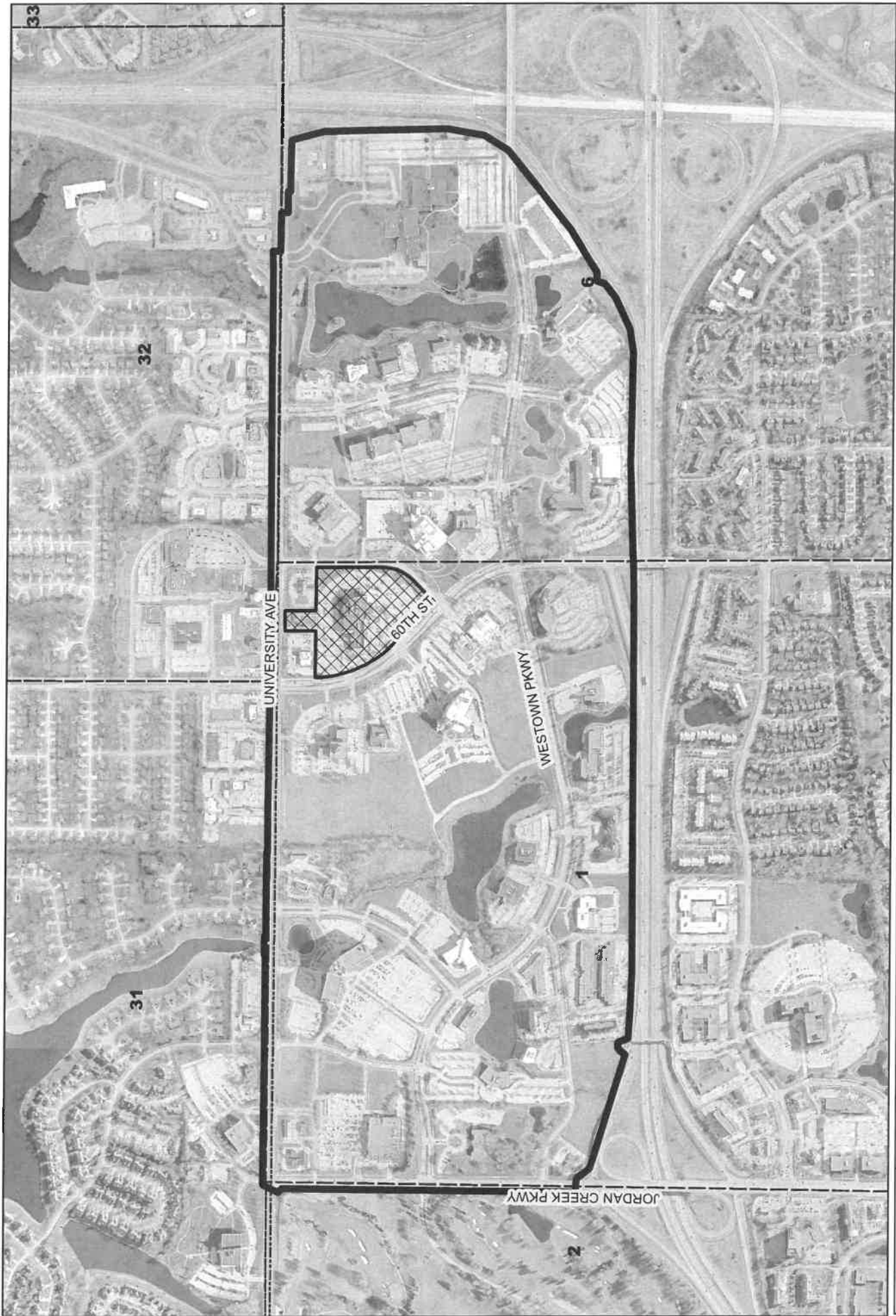
\*Some or all of the debt incurred hereunder may be subject to annual appropriation by the City Council.

EXHIBIT A  
Legal Description  
Deleted Property  
Westown V Urban Renewal Area

LOT 5 IN WEST LAKES OFFICE PARK PLAT 9, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

AND



LOT 1 IN WEST LAKES OFFICE PARK PLAT 10, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.



PROJECT:	<b>Westtown V Urban Renewal Area</b>		
LOCATION:	<b>Amendment #5</b>		
AUTHOR:	BJM	DATE:	3/26/2019
		SHEET:	1 OF 1



**Legend**

-  Amendment #5 Removal
-  Existing Urban Renewal Area

RESOLUTION NO. \_\_\_\_\_

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment #5 for the Westown V Urban Renewal Area

WHEREAS, the City Council of the City of West Des Moines, Iowa by resolution previously established the Westown V Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, a proposal has been made to delete certain property, as described on Exhibit A hereto (the "Deleted Property"), from the Urban Renewal Area; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the deletion of the Deleted Property from the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Penta Partners, LLC in connection with the renovation of an existing building and the construction of a stand-alone coffee shop, and it is now necessary that a date be set for a public hearing on the Amendment; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. This City Council will meet in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on May 20, 2019, at 5:30 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Clyde Evans is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this April 15, 2019.

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN  
AMENDMENT #5 FOR THE WESTOWN V URBAN RENEWAL AREA**

Notice Is Hereby Given: That at 5:30 p.m., in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on May 20, 2019, the City Council of the City of West Des Moines, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Westown V Urban Renewal Area (the “Urban Renewal Area”) to (1) delete certain real property from the Urban Renewal Area; and (2) authorize the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Penta Partners, LLC in connection with the renovation of an existing building and the construction of a stand-alone coffee shop. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Ryan Jacobson  
City Clerk



EXHIBIT A  
Legal Description  
Deleted Property  
Westown V Urban Renewal Area

LOT 5 IN WEST LAKES OFFICE PARK PLAT 9, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

AND

LOT 1 IN WEST LAKES OFFICE PARK PLAT 10, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Authorizing Submission of 2019 Great Places Designation Application      **DATE:** April 15, 2019

**FINANCIAL IMPACT:** No financial impact for the designation application.

**BACKGROUND:** The City of West Des Moines received designation as an Iowa Great Place in 2007. As part of that designation the City received several grants for projects. The program is being revived and the City is eligible for the designation again. If the City receives the designation again, funding will be available for more projects. The area is defined as Historic West Des Moines (Valley Junction) – 1<sup>st</sup> Street on the east, Railroad Avenue on the south, and Grand Avenue on the north and west.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Staff recommends City Council approve the resolution authorizing the Mayor to sign the application for the 2019 Iowa Great Places Designation.

**ATTACHMENTS:**

Exhibit I - Resolution – Authorization to submit application

**Lead Staff Member:** Christine Gordon, Housing Planner

**STAFF REVIEWS**

Department Director	<i>CKG</i>
Appropriations/Finance	
Legal	<i>RJS</i>
Agenda Acceptance	<i>W</i>

**PUBLICATION(S)** (if applicable)

Published In	NA
Dates(s) Published	NA

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
AUTHORIZING THE FILING OF AN APPLICATION AND AUTHORIZING THE  
MAYOR TO SIGN THE APPLICATION FOR THE 2019 IOWA GREAT PLACES  
DESIGNATION

WHEREAS, the City of West Des Moines proposes to apply for designation as an Iowa Great Place;

WHEREAS, the City of West Des Moines received the Iowa Great Places designation in 2007;

WHEREAS, the City has requested that the City Council authorize the filing of an application and the signing of the application from the City of West Des Moines for the designation;

WHEREAS, the City of West Des Moines authorizes the Mayor to sign the application and authorizes the submittal of the application to the Iowa Great Places Program;

THEREFORE, BE IT RESOLVED that the Council of the City of West Des Moines, Iowa hereby authorizes the Mayor to sign the application and authorize the submittal of the application to the 2019 Iowa Great Places designation.

PASSED AND ADOPTED on April 15, 2019

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Russ Trimble  
Mayor Pro Tem

ATTEST:

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Ryan Jacobson  
City Clerk

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

**DATE: April 15, 2019**

**ITEM:** Resolution - Approval and Acceptance of Purchase Agreement(s) and Conveyance of Property Interests for Construction of the South 88<sup>th</sup> Street & Mills Civic Parkway Reconstruction Project.

**FINANCIAL IMPACT:** \$26,535.00 (previously budgeted)

**SYNOPSIS:** Property interests necessary for Construction of the South 88<sup>th</sup> Street & Mills Civic Parkway Reconstruction Project have been acquired through negotiated purchase agreement(s) at the appraised fair market value established by compensation estimate(s) prepared by JCG Land Services, Inc. from the owner(s) shown on **Exhibit "A"**, with additional comments and/or additional costs not reflected in the compensation estimate(s) shown in bold, if any. The attached resolution approves the purchase agreement(s) and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant document(s). Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510-048-2018.

**OUTSTANDING ISSUES** (if any): None.

**RECOMMENDATION:**

Adopt Resolution Approving and Accepting Purchase Agreement(s) and Conveyance of Property Interests to the City of West Des Moines for Construction of the South 88<sup>th</sup> Street & Mills Civic Parkway Reconstruction Project.

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

**STAFF REVIEWS**

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

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT(S) AND  
CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF  
SOUTH 88<sup>TH</sup> STREET & MILLS CIVIC PARKWAY RECONSTRUCTION  
PROJECT NO. 0510-048-2018**

**WHEREAS**, on December 26, 2018, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easement(s), including any leasehold interests, necessary for construction of South 88<sup>th</sup> Street & Mills Civic Parkway Reconstruction Project, Project No. 0510-048-2018); 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 agreement(s) for the acquisition of property interests necessary for the Project; and

**WHEREAS**, the names of the property owner(s) and the fair market value, established by compensation estimate(s) prepared by JCG Land Services, Inc., of the property to be acquired through purchase agreement(s) are attached hereto as **Exhibit "A"** and made a part of this resolution; and

**WHEREAS**, document(s) 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 document(s).

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

1. The document(s) 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 Agreement(s) to acquire the property interests.
4. The document(s) shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner(s) shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreement(s).

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro Term

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**SOUTH 88<sup>TH</sup> STREET & MILLS CIVIC PARKWAY RECONSTRUCTION PROJECT  
PROJECT NO. 0510-048-2018**

<b>PARCEL</b>	<b>PROPERTY OWNER</b>	<b>ACQUIRED PRICE-FMV</b>	
23A	CCRC of West Des Moines, LLC Cedar Ridge Plat 2, Lot 39	\$0.00	<b>*donation</b>
25	Long Dirt Investments, LLC Corrected Michael's Landing Plat 1, Outlot A and Outlot B	\$5,990.00	
26	Edgewater A Wesley Active Life Community Corrected Michael's Landing Plat 1, Outlot C	\$20,545.00	
	<b>TOTAL</b>	<b>\$26,535.00</b>	

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

**DATE: April 15, 2019**

**ITEM:** Resolution - Approval and Acceptance of Purchase Agreement and Conveyance of Property Interests for the Potential 88<sup>th</sup> Street and I-80 Interchange Project

**FINANCIAL IMPACT:** \$550,000.00 (previously budgeted)

**SYNOPSIS:** The Purchase Agreement is for the acquisition of property located east of Ashworth Road between 88th Street and Interstate 80. It includes property that is the subject of a development agreement between Richard Mead and the City that was approved in November, 2007. The development agreement was in relation to 6.85 acres of as-of-yet vacated street right of way that was to be subsequently conveyed to Mead upon its vacation and was done in conjunction with the development of the Maple Grove subdivisions and the future realignment of 88<sup>th</sup> Street.

The City is in the process of widening Ashworth Road and preparing a concept plan for an interchange at 88<sup>th</sup> Street and I-80. In anticipation of the potential construction of the 88<sup>th</sup> Street and I-80 Interchange Project, Richard Mead approached City representatives regarding acquisition of an additional portion of his property necessary for the project.

A negotiated purchase agreement at the appraised fair market value has been reached to acquire property interests necessary for the potential construction of the 88<sup>th</sup> Street and I-80 Interchange Project 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 agreement 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. 0210 055 2017.

**OUTSTANDING ISSUES (if any):**

Closing on this acquisition is tentatively scheduled for the week of July 1, 2019. City staff will seek a recommendation from City Council at a later date regarding disposition of the improvements located on the property (1-story frame house and a 31x32 steel utility building).




**RECOMMENDATION:**

Adopt Resolution Approving and Accepting Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for the 88<sup>th</sup> Street and I-80 Interchange Project.

**Lead Staff Member:** Richard J. Scieszinski, City Attorney



**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND  
CONVEYANCE OF PROPERTY INTERESTS TO THE CITY OF WEST DES MOINES, IOWA  
FOR PROJECT NO. 0210-055-2017**

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property at its fair market value necessary for the potential construction of the 88th Street and I-80 Interchange Project, Project No. 0210-055-2017; 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 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 Agreement 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 Agreement.

**APPROVED AND ADOPTED this 15th day of April, 2019.**

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



**Exhibit "A"**

**88TH STREET AND I-80 INTERCHANGE PROJECT,  
PROJECT NO. 0210-055-2017**

<u>PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>	
8	Richard Mead 1011 88 <sup>th</sup> Street	\$550,000.00	*total acquisition
	<b>TOTAL</b>	<b>\$550,000.00</b>	

TOTAL PURCHASE AGREEMENT

PARCEL NO. 01  
PROJECT NO. 0210-055-2017

COUNTY Dallas  
ROAD NO. 88th Street & I-80 Interchange

SELLER: Richard S. Mead, a single person

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of February, 2019, by and between SELLER and the City of West Des Moines, Iowa, BUYER.

- 1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by BUYER, and BUYER agrees to buy the following real estate, hereinafter referred to as the premises: **Property legally described on the attached Acquisition Plats attached hereto as Exhibit 08-F-1, Exhibit 08-F-2, and Exhibit 08-F-3**, including the following buildings, improvements and other property: N/A (vacant property)

The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

- 2. Possession of the premises is the essence of this agreement and BUYER may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS BUYER the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give BUYER ten (10) days notice of SELLER's intention to do so in writing.
- 3. BUYER agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ 0.00	on or after	
\$ 0.00	on conveyance of title	
\$ 0.00	on surrender of possession	
\$ 550,000.00	on possession and conveyance	Within 90 Days of BUYER Approval
\$ 550,000.00	<b>TOTAL LUMP SUM</b>	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	3.70	acres
Underlying Fee Title	6.85	acres

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: none
5. This agreement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.
6. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER WILL deliver to the BUYER an abstract of title to the premises. SELLER agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the BUYER. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by BUYER, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER agrees to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
7. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
9. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
10. SELLER states and warrants that, to the best of SELLER's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except:  
1- water well 50' West - septic tank 12 feet to south

**DISTRIBUTION: ONE COPY RETURNED TO BUYER AND ONE COPY TO SELLER**

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION** Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Richard S. Mead  
Richard S. Mead

X \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Dallas co. } ss:

On this 27 day of Feb, A.D. 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_,

\_\_\_\_\_ to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

(NOTARY SEAL) \_\_\_\_\_ (Sign in Ink)  
\_\_\_\_\_ (Print/Type Name)  
Notary Public in and for the State of \_\_\_\_\_

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL  
 CORPORATE  
Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNER(s):  Limited Partnership  
 General Partnership  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
List name(s) of person(s) or entity(ies)  
Richard S. Mead

**BUYER'S APPROVAL**

Signed by: \_\_\_\_\_ (Date)

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF POLK } ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared Brian Hemesath known to me to be an agent of the City of West Des Moines, Iowa and who did say that said record was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said record, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

# INDEX LEGEND

COUNTY: DALLAS

TRS/ALIQUOT PART:

SECTION 03, T78N, R26W/ SW 1/4 SE 1/4 & SE 1/4 SE 1/4  
SECTION 10, T78N, R26W/ NE 1/4 NE 1/4 & NW 1/4 NE 1/4

PROPRIETOR: RICHARD S. MEAD

REQUESTED BY: CITY OF WEST DES MOINES

SURVEYOR: JOHN DEWEY

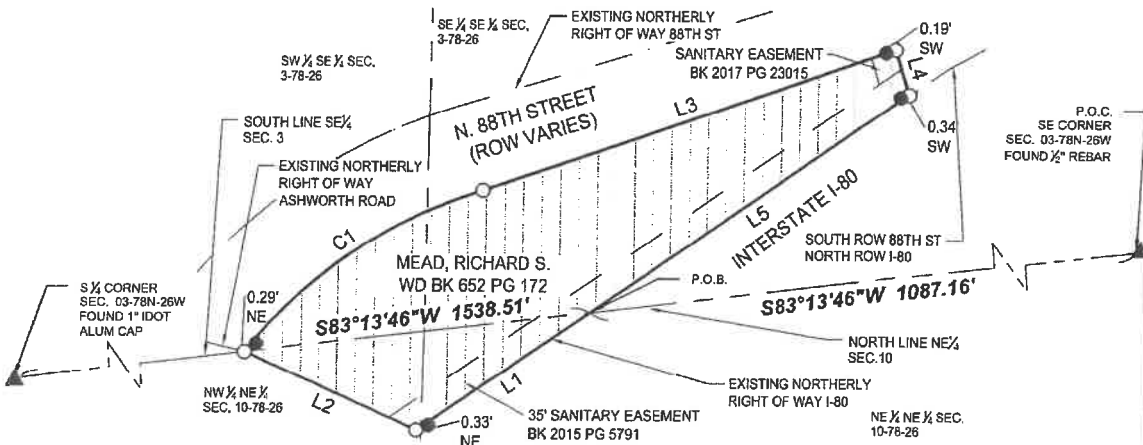
COMPANY: MCCLURE ENGINEERING

RETURN TO: JOHN DEWEY  
1360 NW 121ST ST STE A  
CLIVE, IOWA 50325 / 515-964-1229

## ACQUISITION PLAT

EXHIBIT 08-F-1

IN THE SW 1/4 SE 1/4 AND THE SE 1/4 SE 1/4 OF SECTION 3, THE NE 1/4 NE 1/4 AND THE NW 1/4 NE 1/4 OF SECTION 10, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST, OF THE 5TH P.M., DALLAS COUNTY, IOWA.



Measured Line Table			Record Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	S55°14'23\"W	283.65'	L1	S62°01'17\"W	283.6'
L2	N65°47'42\"W	258.55'	L2	N59°02'17\"W	258.5'
L3	N70°52'08\"E	593.25'	L3	N77°39'39\"E	593.2'
L4	S17°11'51\"E	64.05'	L4	S10°25'25\"E	64.0'
L5	S55°14'23\"W	525.91'	L5	S62°01'17\"W	525.90'

Measured Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	397.05'	651.20'	34°55'47\"	N55°20'55\"E	390.85'

Record Curve Table					
Curve #	Length	Radius	CHD B	CHD L	
C'	397.1'	651.2'	N52°07'17\"	390.5'	

### PROPRIETORS:

RICHARD S. MEAD  
1011 88TH ST.  
WEST DES MOINES, IA 50266

### REQUESTED BY:

CITY OF WEST DES MOINES  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IA 50265

### AREA SUMMARY:

SW 1/4 SE 1/4 SEC. 03 = 0.55 AC.  
SE 1/4 SE 1/4 SEC. 03 = 2.39 AC.  
NE 1/4 NE 1/4 SEC. 10 = 0.33 AC.  
NW 1/4 NE 1/4 SEC. 10 = 0.39 AC.  
TOTAL = 3.66 AC.

### GENERAL LEGEND

- BOUNDARY LINE
  - PROPERTY LINE
  - EXIST PROPERTY LINE
  - SECTION LINE
  - EASEMENT LINE
  - EXIST EASEMENT LINE
- MONUMENTS FOUND:
- ▲ - SECTION CORNER (TYPE AS NOTED)
  - - FOUND R.O.W. RAIL (UNLESS NOTED OTHERWISE)
- MONUMENTS SET:
- - SET 1/2\" REBAR WITH OPC #23252
- ABBREVIATIONS:
- R.O.W. - RIGHT-OF-WAY
  - BK, PG - BOOK AND PAGE
  - (M) - MEASURED DISTANCE/ANGLE
  - (R) - RECORD DISTANCE/ANGLE
  - P.U.E. - PUBLIC UTILITY EASEMENT
  - BPC - BLUE PLASTIC CAP
  - YPC - YELLOW PLASTIC CAP
  - OPC - ORANGE PLASTIC CAP
  - GPC - GREEN PLASTIC CAP
  - P.O.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT

### LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, STATE OF IOWA, AS DESCRIBED IN WARRANTY DEED, RECORDED IN DALLAS COUNTY RECORDS BOOK 652 PAGE 172, AS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW 1/4 SE 1/4) OF SECTION 3, AND ALSO IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 NE 1/4) OF SECTION 10, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE S 90° 00' WEST 1087.1 FEET ALONG THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SEC. 3 TO THE POINT OF BEGINNING, THENCE S 62° 01' WEST 283.6 FEET, THENCE N 59° 02' WEST 258.6 FEET TO POINT ON THE SOUTH LINE OF THE SW 1/4 SE 1/4 OF SAID SEC. 3, THENCE EASTERLY 397.1 FEET ALONG A 651.2 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, AND HAVING A CHORD BEARING N 62° 07' EAST 390.0 FEET, THENCE N 77° 39' EAST 593.2 FEET, THENCE S 10° 25' EAST 64.0 FEET, THENCE S 62° 01' WEST 525.9 FEET TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SEC. 3, THE POINT OF BEGINNING, SAID PARCEL CONTAINS 3.7 ACRES, MORE OR LESS.

DIRECT ACCESS TO INTERSTATE 80 IS PROHIBITED.

**McCLURE**  
ENGINEERING, PC  
building strong relationships

1360 NW 121st Street, STE A  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370

NORTH

0 100 200

(IN FEET)

1 inch = 200 ft.

LICENSED LAND SURVEYOR

JOHN DEWEY  
23252

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 01/03/2018

DRAWING PATH: N:\Projects\WDM 20617021\Survey

# INDEX LEGEND

COUNTY: DALLAS

TRS/ALIQUOT PART:  
SECTION 03, T78N, R26W/ SW 1/4 SE 1/4 & SE 1/4 SE 1/4

PROPRIETOR: CITY OF WEST DES MOINES

REQUESTED BY: CITY OF WEST DES MOINES

SURVEYOR: JOHN DEWEY

COMPANY: MCCLURE ENGINEERING

RETURN TO: JOHN DEWEY  
1360 NW 121ST ST STE A  
CLIVE, IOWA 50325 / 515-964-1229

# ACQUISITION PLAT

EXHIBIT 08-F-2

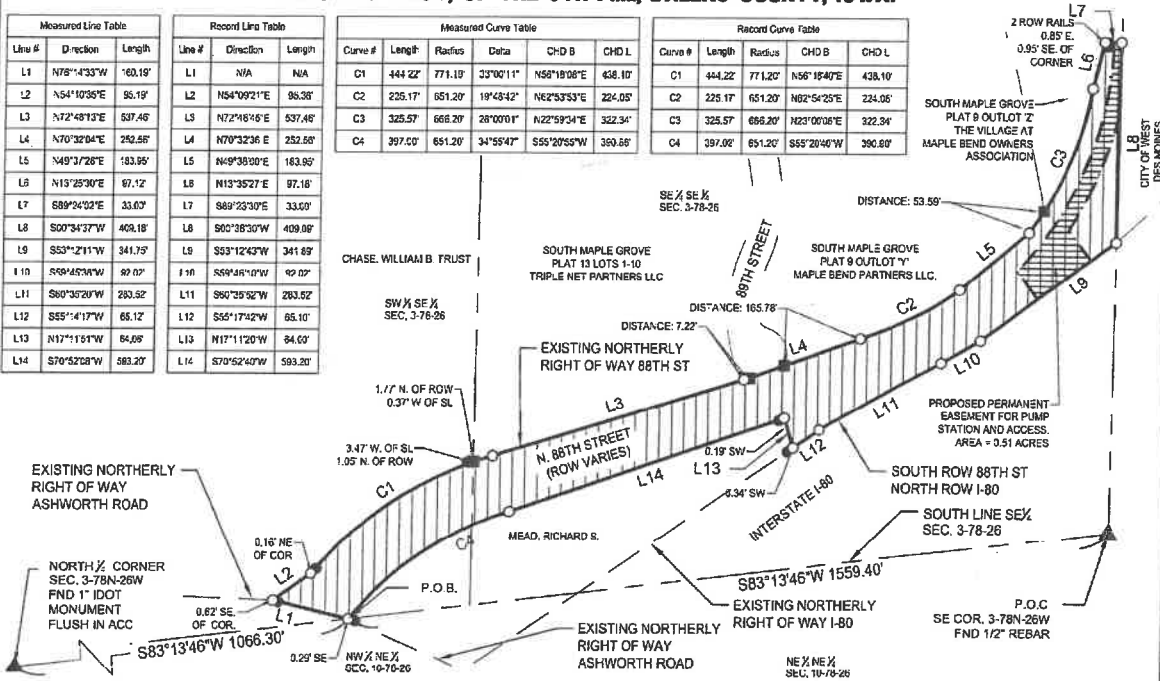
IN THE SW 1/4 SE 1/4 AND THE SE 1/4 SE 1/4 OF SECTION 3, N TOWNSHIP 78 NORTH,  
RANGE 26 WEST, OF THE 6TH P.M., DALLAS COUNTY, IOWA.

Line #	Direction	Length
L1	N76°43'33"W	160.19'
L2	N54°10'39"E	95.19'
L3	N72°48'13"E	537.46'
L4	N70°32'04"E	252.56'
L5	N49°37'28"E	183.95'
L6	N13°25'30"E	97.12'
L7	S89°24'02"E	33.00'
L8	S00°34'37"W	409.18'
L9	S53°12'11"W	341.69'
L10	S59°45'38"W	92.02'
L11	S60°35'20"W	283.52'
L12	S55°14'17"W	65.12'
L13	N17°11'51"W	64.06'
L14	S70°52'08"W	593.20'

Line #	Direction	Length
L1	N/A	N/A
L2	N54°09'21"E	95.38'
L3	N72°48'13"E	537.46'
L4	N70°32'36"E	252.56'
L5	N49°38'00"E	183.95'
L6	N13°35'27"E	97.16'
L7	S89°23'30"E	33.00'
L8	S00°35'30"W	409.08'
L9	S53°12'43"W	341.89'
L10	S59°46'09"W	92.02'
L11	S60°35'52"W	283.52'
L12	S55°17'42"W	65.10'
L13	N17°11'20"W	64.00'
L14	S70°52'40"W	593.20'

Curve #	Length	Radius	Data	CHD B	CHD L
C1	444.22'	771.19'	33°00'11"	N56°19'08"E	438.10'
C2	225.17'	651.20'	19°48'42"	N62°53'53"E	224.05'
C3	325.57'	666.20'	28°00'01"	N22°59'34"E	322.34'
C4	397.00'	651.20'	34°55'47"	S55°20'55"W	390.68'

Curve #	Length	Radius	CHD B	CHD L
C1	444.22'	771.20'	N56°19'07"E	438.10'
C2	225.17'	651.20'	N62°54'25"E	224.05'
C3	325.57'	666.20'	N23°00'06"E	322.34'
C4	397.02'	651.20'	S55°20'40"W	390.68'



**AREA SUMMARY:**  
5.56 AC

**PROPRIETORS:**  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IA 50265

**REQUESTED BY:**  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IA 50265

## LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF 88TH STREET LOCATED IN THE SE 1/4 OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 6TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3 S83°13'46"W, 1559.40 FEET TO THE POINT OF BEGINNING; THENCE N76°14'33"W, 160.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF NORTH 88TH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N54°10'35"E, 95.19 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE 444.22 FEET ON A 771.19 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A LONG CHORD BEARING N56°18'08"E, 438.10 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N72°48'13"E, 537.46 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N70°32'04"E, 252.56 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY ON A 651.20 FOOT RADIUS CURVE, CONCAVE NORTHWEST, HAVING A LONG CHORD BEARING N62°53'53"E, 224.05 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N49°37'28"E, 183.95 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY ON A 666.20 FOOT RADIUS CURVE, CONCAVE WEST, HAVING A LONG CHORD BEARING N22°59'34"E, 322.34 FEET; THENCE N13°25'30"E, 97.12 FEET; THENCE, S89°24'02"E, 33.00 FEET TO A POINT ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 3; THENCE, ALONG SAID EAST LINE S00°34'37"W, 409.18 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF INTERSTATE I-80 ALSO BEING THE SOUTHERLY RIGHT OF WAY OF NORTH 88TH STREET; THENCE ALONG SAID RIGHT OF WAY S53°12'11"W, 341.75 FEET; THENCE ALONG SAID RIGHT OF WAY S59°45'38"W, 92.02 FEET; THENCE ALONG SAID RIGHT OF WAY S60°35'20"W, 283.52 FEET; THENCE ALONG SAID RIGHT OF WAY S55°14'17"W, 65.12 FEET TO A POINT WHERE THE SOUTHERLY RIGHT OF WAY LINE OF 88TH STREET DIVERGES FROM THE NORTHERLY RIGHT OF WAY OF INTERSTATE I-80; THENCE ALONG SAID NORTHERLY RIGHT OF WAY N17°11'51"W, 64.06 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY S70°52'08"W, 593.20 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY 397.00 FEET ON A 651.20 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A LONG CHORD BEARING S55°20'55"W, 390.68 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 5.56 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

## GENERAL LEGEND

- BOUNDARY LINE
  - PROPERTY LINE
  - - - EXIST PROPERTY LINE
  - - - SECTION LINE
  - - - EASEMENT LINE
  - - - EXIST EASEMENT LINE
- MONUMENTS FOUND:**
- ▲ - SECTION CORNER (TYPE AS NOTED)
  - - FOUND 1/2" REBAR WITH YPC 15/8808 (UNLESS NOTED OTHERWISE)
  - - FOUND ROW RAIL (UNLESS NOTED OTHERWISE)
- MONUMENTS SET:**
- - SET 1/2" REBAR WITH OPC #23252
- ABBREVIATIONS:**
- R.O.W. - RIGHT-OF-WAY
  - BK. PG. - BOOK AND PAGE
  - (M) - MEASURED DISTANCE/ANGLE
  - (R) - RECORD DISTANCE/ANGLE
  - P.U.E. - PUBLIC UTILITY EASEMENT
  - BPC - BLUE PLASTIC CAP
  - YPC - YELLOW PLASTIC CAP
  - OPC - ORANGE PLASTIC CAP
  - GPC - GREEN PLASTIC CAP
  - P.O.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT

**McCLURE**  
ENGINEERING PC  
building strong connections

1360 NW 121st Street, STE A  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370

NORTH

0 150 300

(IN FEET)  
1 inch = 300 ft.

LICENSED LAND SURVEYOR

JOHN DEWEY  
23252

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019  
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 01/03/2018  
DRAWING PATH: N:\Projects\WDM 20617021\Survey

# INDEX LEGEND

COUNTY: DALLAS

TRS/ALIQUOT PART: SE 1/4 SE 1/4 03, T78N, R26W  
 SUBDIVISION: LOT 'B' SOUTH MAPLE GROVE PLAT 5 &  
 LOT 'B' MAPLE GROVE PLAT 2

PROPRIETOR: CITY OF WEST DES MOINES

REQUESTED BY: CITY OF WEST DES MOINES

SURVEYOR: JOHN DEWEY

COMPANY: MCCLURE ENGINEERING

RETURN TO: JOHN DEWEY  
 1360 NW 121ST ST STE A  
 CLIVE, IOWA 50325 / 515-964-1229

## AREA SUMMARY:

1.29 AC

## PROPRIETORS:

CITY OF WEST DES MOINES  
 4200 MILLS CIVIC PARKWAY  
 WEST DES MOINES, IA 50265

## REQUESTED BY:

CITY OF WEST DES MOINES  
 4200 MILLS CIVIC PARKWAY  
 WEST DES MOINES, IA 50265

## LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF 88TH STREET LOCATED IN THE SE 1/4 OF THE SE 1/4 SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., LOT 'B' OF SOUTH MAPLE GROVE PLAT 5 AN OFFICIAL PLAT, AS RECORDED IN DALLAS COUNTY RECORDS BK 2008 PG 1089, AND PART OF LOT 'B' OF MAPLE GROVE PLAT 2, AN OFFICIAL PLAT AS RECORDED IN DALLAS COUNTY RECORDS BK 2002 PG 1819, ALL BEING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE EAST LINE OF SAID SECTION 3, N00°34'37"E, 599.05 TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE, N00°34'37"E, 409.18 FEET; THENCE, N89°24'01"W, 33.00 FEET; THENCE, S13°30'56"W, 97.59 FEET; THENCE, N04°47'05"E, 86.12 FEET; THENCE ALONG THE WEST LINE OF LOT 'B' OF SAID PLAT SOUTH MAPLE GROVE PLAT 5, N00°34'37"E, 294.32 FEET; THENCE ALONG THE NORTH LINE OF SAID LOT 'B', 137.32 FEET ALONG A 835.00 FOOT RADIUS CURVE CONCAVE NORTHWEST, HAVING A LONG CHORD BEARING N21°57'21"E, 137.16 FEET; THENCE, S89°25'23"E, 50.00 FEET; THENCE ALONG THE EAST LINE OF LOT 'B' OF SAID PLAT MAPLE GROVE PLAT 2, S00°34'37"W, 767.37 FEET; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF INTERSTATE I-80, S55°49'11"W, 60.86 FEET TO THE POINT OF BEGINNING; DESCRIBED AREA CONTAINS 1.29 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

## SURVEYOR'S NOTE:

THE SOUTH LINE OF LOT 'B' OF MAPLE GROVE PLAT 2 DIFFERS FROM THAT RECORDED PLAT. IT APPEARS THAT THE SOUTH LINE OF THAT PLAT ENCROACHES +/- 8' INTO THE INTERSTATE R.O.W. AS MEASURED ALONG THE SECTION LINE. THAT DETERMINATION WAS DERIVED FROM INFORMATION IN THE ORIGINAL IDOT ACQUISITION PLAT.

## GENERAL LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- EXIST PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- EXIST EASEMENT LINE

### MONUMENTS FOUND:

- ▲ - SECTION CORNER (TYPE AS NOTED)
- - FOUND 1/2" REBAR WITH UPC L5#23252 (UNLESS NOTED OTHERWISE)
- - FOUND 3/8" REBAR WITH UPC L5#7844 (UNLESS NOTED OTHERWISE)
- ◆ - FOUND ROW RAIL (UNLESS NOTED OTHERWISE)

### MONUMENTS SET:

- - SET 1/2" REBAR WITH UPC #23252

### ABBREVIATIONS:

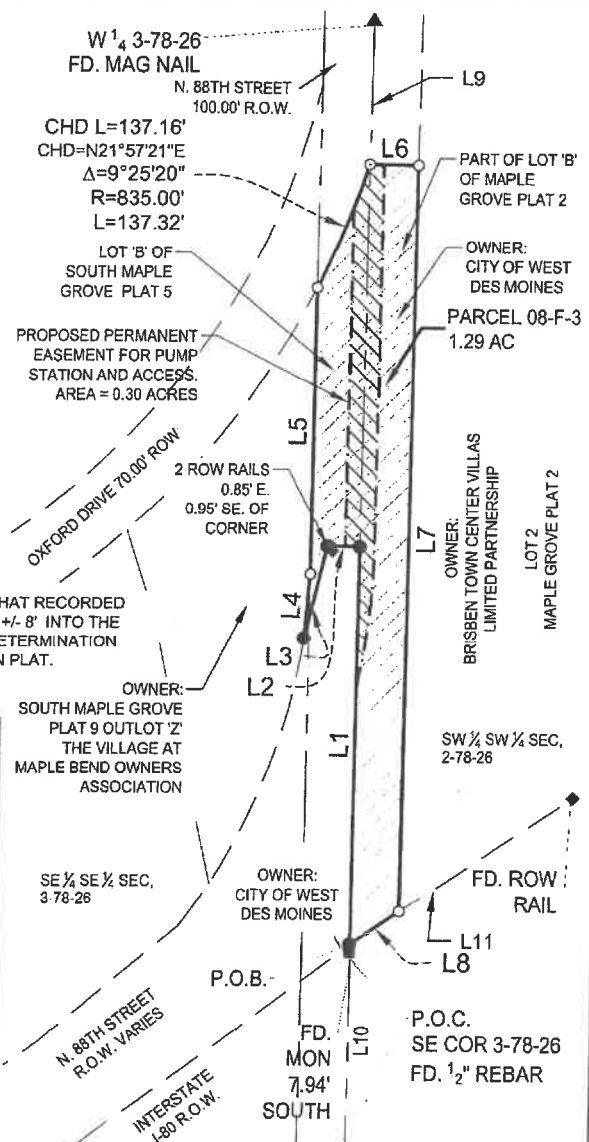
- R.O.W. - RIGHT-OF-WAY
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- OPC - ORANGE PLASTIC CAP
- GPC - GREEN PLASTIC CAP
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

Line Table		
LINE	Length	Direction
L1	409.18	N00° 34' 37"E
L2	33.00	N89° 24' 01"W
L3	97.59	S13° 30' 56"W
L4	66.12	N04° 47' 05"E
L5	294.32	N00° 34' 37"E
L6	50.00	S89° 25' 23"E
L7	767.37	S00° 34' 37"W
L8	60.86	S55° 49' 11"W
L9	1225.37	N00° 34' 37"E
L10	599.05	N00° 34' 37"E
L11	247.78	N55° 49' 11"E

# PLAT OF SURVEY

EXHIBIT 08-F-3

PART OF 88TH STREET IN THE SE 1/4 SE 1/4 OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST, OF THE 5TH P.M., ALSO LOT 'B' OF SOUTH MAPLE GROVE PLAT 5, AND LOT 'B' OF MAPLE GROVE PLAT 2, WEST DES MOINES, DALLAS COUNTY, IOWA.



**McCLURE**  
ENGINEERING, P.C.  
building strong communities

1360 NW 121st Street, STE A  
Clive, Iowa 50325  
515-964-1229  
fax 515-964-2370

NORTH

0 75 150

(IN FEET)  
1 inch = 150 ft.

LICENSED LAND SURVEYOR

JOHN DEWEY  
23252

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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: \_\_\_\_\_ DATE: \_\_\_\_\_  
 JOHN DEWEY

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL: **THIS SHEET**

DATE SURVEYED: 01/03/2018

DRAWING PATH: H:\Projects\WDM 20617021\Survey

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

**DATE:** April 15, 2019

**ITEM:** Proclamation – Earth Day – April 22, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:** The attached proclamation designates Monday, April 22, 2019 as Earth Day. This proclamation is to promote awareness about outdoor recreation and environmental education in West Des Moines.


**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the proclamation designating Monday, April 22, 2019 as Earth Day in West Des Moines.

**Lead Staff Member:** David Sadler, Superintendent of Parks



**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S)** (if applicable)

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split



# PROCLAMATION

**WHEREAS**, on the first Earth Day in 1970, 22 million Americans celebrated clean air, land, and water;

**WHEREAS**, Earth Day, created by Senator Gaylord Nelson, led to the creation of the United States Environmental Protection Agency with the passing of the Clean Air, Clean Water, and Endangered Species Acts;

**WHEREAS**, activities on Earth Day are designed to create awareness of environmental issues and promote healthy living;

**WHEREAS**, environmental education is critical for our youth in an ever changing world of technology;

**AND, WHEREAS**, living a healthy lifestyle and connecting with nature through participation in outdoor recreation provides mental and physical well-being and fosters stewardship.

**NOW, THEREFORE**, I, Mayor of the City of West Des Moines, do hereby proclaim April 22, 2019 as **EARTH DAY** in the City of West Des Moines, and I, Russ Trimble, Mayor Pro tem urge all citizens to celebrate Earth Day and support efforts to promote environmental education and living a healthier lifestyle through connections with nature.

Dated April 15, 2019.

---

Russ Trimble, Mayor Pro tem

ATTEST:

---

Ryan Jacobson, City Clerk

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

**DATE:** April 15, 2019

**ITEM:** Proclamation – Arbor Day – Friday, April 26, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:** The attached proclamation designates Friday, April 26, 2019 as Arbor Day. This proclamation is necessary in order for the City to qualify as a Tree City USA. It also demonstrates the City's commitment to trees and tree planting.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the proclamation designating Friday, April 26, 2019 as Arbor Day in West Des Moines.

**Lead Staff Member:** John Olds  
Urban Forestry Supervisor

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	(Handwritten initials)

**PUBLICATION(S)** (if applicable)

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

## PROCLAMATION

**WHEREAS**, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community and provide a source of joy and renewal,

**NOW, THEREFORE**, I, Mayor of the City of West Des Moines, do hereby proclaim Friday, April 26, 2019, as

### ARBOR DAY

in the City of West Des Moines, and I, Mayor Steven K. Gaer urge all citizens to celebrate Arbor Day and support efforts to protect and maintain our trees and woodlands and to plant trees to promote the well-being of this and future generations.

Dated this 15<sup>th</sup> day of April, 2019.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

**NO CHANGE FROM PREVIOUS READING****CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**Date: April 15, 2019

**ITEM:** Amendment to City Code, Title 9 (Zoning), Chapter 1 (Entitlements – Process and Procedures), Chapter 2 (Zoning Rules and Definitions), Chapter 4 (Zoning Districts and Maps), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Chapter 7 (Setback and Bulk Density Regulations), Chapter 10 (Performance Standards), and Chapter 19 (Landscaping) to update regulations pertaining to building setback and separation requirements and bulk density regulations – City Initiated (AO-003581-2017)

**ORDINANCE:** Approval of Second Reading of the Ordinance

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The City of West Des Moines requests an amendment to the following in Title 9 (Zoning) to update regulations pertaining to building setback and separation requirements and bulk density regulations for commercial and residential development within the City. (See Exhibit I – Proposed Ordinance):

- Chapter 1 *Entitlements – Process and Procedures*
  - Section 9 *Filing and Processing of Application Requests*, Subsection A4
- Chapter 2 *Zoning Rules and Definitions*
  - Section 2 *Definitions*
- Chapter 4 *Zoning Districts and Maps*
  - Section 3 *Definition of Districts*, Subsection A9 and A10
- Chapter 5 *Agricultural/Open Space and Residential Zoning District*
  - Section 4 *Specific Use Regulations*
  - Section 6 *Suffixes to Zoning Districts*, Subsection B
  - Section 7 *Building Form Regulations and Zoning District Compatibility for Residential Districts*, Subsection C
- Chapter 7 *Setback and Bulk Density Regulations*
  - Section 4 *Setback and Bulk Density Regulations*
  - Section 5 *Miscellaneous Regulations*
- Chapter 10 *Performance Standards*
  - Section 4 *Specific Use Regulations*, Subsection A
- Chapter 19 *Landscaping*
  - Section 4 *Applicability*, Subsection A2
  - Section 8 *Landscape Provisions*, Subsection E2

**Previous Council Actions:**

Vote: 4-1 for approval, Council member Trimble opposed due to concern with the allowance of footprint lots in single family zoning districts.

Date: April 1, 2019

Motion: Approval of the First Reading of the Ordinance

**OUTSTANDING ISSUES:** There are no outstanding issues.

**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 Second Reading of the Ordinance.

Lead Staff Member: Linda Schemmel, AIA



**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Date(s) Published	January 18, 2019
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	February 25, 2016, August 8, 2016, October 3, 2016 and December 10, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Exhibit I - Proposed Ordinance

# EXHIBIT I

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

## ORDINANCE NO.

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019 BY AMENDING TITLE 9 (ZONING), CHAPTER 1 (ENTITLEMENTS – PROCESS AND PROCEDURES), CHAPTER 2 (ZONING RULES AND DEFINITIONS), CHAPTER 4 (ZONING DISTRICTS AND MAPS), CHAPTER 5 (AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICT), CHAPTER 7 (SETBACK AND BULK DENSITY REGULATIONS) CHAPTER 10 (PERFORMANCE STANDARDS), AND CHAPTER 19 (LANDSCAPING) TO UPDATE REGULATIONS PERTAINING TO BUILDING SETBACK AND SEPARATION REQUIREMENTS AND BULK DENSITY REGULATIONS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS WITHIN THE CITY.**

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

**Section 1. Amendment.** Title 9 (*Zoning*), Chapter 1 (*Entitlements – Process and Procedures*), Section 9 (*Filing and Processing of Application Requests*), Subsection A4 is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

4. Project Completion: A development project is considered completed when *the following conditions are met based on the project scope:*
  - a. All structures ~~in a single family detached project~~ have passed a final building inspections by the building official, and site improvements or off site works have been completed and any bonds guaranteeing improvements have been released or continued at the discretion of the ~~public works director~~ *city and final certificates of occupancy have been issued.*
  - b. ~~A certificate of occupancy has been issued by the building official verifying that all single family attached, multi family, commercial, office or industrial structures, and site improvements or off site work have been completed and any bonds guaranteeing improvements have been released or continued at the discretion of the public works director.~~
  - e.b. When the director of ~~community~~ development *services or designee* verifies that a use or activity, not involving a building or grading permit, has occurred on the subject site in accordance with all applicable provisions of this title and any adopted conditions.

**Section 2. Amendment.** Title 9 (*Zoning*), Chapter 2 (*Zoning Rules and Definitions*), Section 2 (*Definitions*) is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text in alphabetical order:

***BUILDING PROJECTION: Any building element such as roof eaves and overhangs, fireplaces, window bays and deck or floor cantilevers that project past the foundation line of the building or structure.***

**CLUSTER DEVELOPMENT:** *A planned development that limits the developed area to protect sensitive areas and unique features within the development. The area of the parcel not developed must be legally restricted from further development and is in addition to any required Open Space for the developed area.*

**DECK:** *A permanent uncovered outdoor living area elevated above grade. A deck is considered a porch if it is covered by a roof.*

**DWELLING, MULTI-FAMILY:** *A building containing two (2) or more dwelling units. A building or buildings on a common lot, containing three (3) or more dwelling units of which at least one unit is located over another unit, commonly known as an apartment building or condominium building, but does not include single family attached dwellings as defined herein. Each individual multi-family dwelling unit may be occupied by a single family, as defined herein, or by any number of individuals living together as a single housekeeping unit and doing their cooking on the premises, as distinguished from a group occupying a boarding or rooming house or hotel.*

**DWELLING, SINGLE FAMILY ATTACHED:** *A building with at least two (2) single family dwelling units attached in a row, with no unit located over another unit, and designed for and used exclusively for residential purposes by one family per dwelling unit.*

**DWELLING, SINGLE FAMILY BI ATTACHED:** *A building designed for and used exclusively for occupancy by two (2) families living independently of each other and containing two (2) dwelling units.*

**DWELLING, SINGLE-FAMILY DETACHED:** *A building containing one (1) dwelling unit that has land associated with the building meeting the requirements in Chapter 7 (Setback and Bulk Density Regulations), Table 7.1 and Table 7.2 of this Title for its respective zoning district. A detached building, on a building site, designed for and used exclusively for residential purposes by one family and containing one dwelling unit.*

**LEAN-TO:** *A structure which has been added to an existing building, sharing at least one wall with the building which may also be providing structural support. A Lean-to can be enclosed on up to two sides, including the wall common to the existing building. Lean-to structures are intended for the storage or protection of things, and do not include structures that function as a carport or outdoor living area. Lean-to structures must meet the design and bulk regulations of the building they are attached to.*

**OPEN SPACE:** *A specific percentage of the site unencumbered by buildings, off street parking areas and vehicle use areas.*

**OUTDOOR LIVING AREA:** *An improved outdoor area adjoining a residential dwelling intended to provide a useable space for the enjoyment of the occupant or to promote interaction and connection within the neighborhood such as a patio, deck or porch.*

**PATIO:** *A permanent uncovered outdoor living area installed at grade.*

**PORCH:** *A permanent covered outdoor living area attached to a building.*

**PORCH, ENCLOSED:** *A porch with a solid enclosure four feet (4') or higher above the floor surface.*

**PORCH, OPEN:** *A porch with a railing or solid enclosure less than four feet (4') above the floor surface.*

**ROOF:** *A permanent hard material cover which provide complete protection from the elements for an area below. If the cover is comprised of a lightweight material or fabric, or is designed to be more than 50% open to the elements, it is not considered a roof for the purposes of this Title.*

**SECOND DWELLING UNIT (SDU):** *An additional dwelling on a residential lot that is considered a principal use. These dwellings are independent structures, not part of or attached to the main dwelling and are not accessory in nature.*

**Section 3. Amendment.** Title 9 (*Zoning*), Chapter 4 (*Zoning Districts and Map*), Section 3 (*Definition of Districts*), Subsection A9 and A10 is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

A. Categories and Purposes: The categories and purposes of land use zones that have been established within the municipality are as follows:

9. RM - Residential Medium-Density District:

a. The purpose of this district is to foster a residential environment typified by ***multi-family dwelling units of no more than 12 du/acre.*** ~~single family attached homes and low density multi family dwellings. This district is important to the housing market as it is geared to both owners and renters. Sites designated as such shall be oriented to arterial and collector streets, transit routes, convenience shopping, local and regional services, and employment centers. The district allows for single family attached and multi family dwelling units of no more than 12 du/acre.~~ Suffixes shall be used in the RM district to identify the maximum allowed density for the subject property.

10. RH - Residential High-Density District:

a. The purpose of this district is to provide for a ~~relatively high density~~ ***compact*** residential environment, ***allowing multi-family dwellings of no more than 18 du/acre.*** ~~This land use category may be utilized as a transition between commercial retail and office uses, and lower density residential uses. Developments within this land use district shall be oriented to arterial or collector streets, transit routes, convenience shopping, local and regional services, and employment centers. This district allows single family attached and multi family dwellings of no greater than 18 du/acre. Higher densities may be permitted with the approval of the city council in accordance with the provisions in the comprehensive plan. Suffixes shall be used in the RH district to identify the maximum allowed density for the subject property.~~

**Section 4. Amendment.** Title 9 (*Zoning*), Chapter 5 (*Agricultural/Open Space and Residential Zoning District*), Section 4 (*Specific Use Regulations*), is hereby amended by adding the bold italic text at the end of the section:

***F. The design, size and placement of second dwelling units on a lot shall conform to all applicable codes for the zoning district. The property owner must occupy either the main or second dwelling unit as their permanent residence. The second dwelling unit can be used as a rental, but cannot be sold separately from the main dwelling unit.***

**Section 5. Amendment.** Title 9 (*Zoning*), Chapter 5 (*Agricultural/Open Space and Residential Zoning District*), Section 6 (*Suffixes to Zoning Districts*), Subsection B is hereby amended by deleting the highlighted strike-thru text:

B. For the purpose of establishing the maximum density of ~~single family attached and multi family~~ developments in the RM and RH districts, ~~and single family detached in the MH district,~~ a numerical suffix shall follow the zoning district code. The numerical suffix shall denote the maximum density per acre allowed within the subject property.

**Section 6. Amendment.** Title 9 (*Zoning*), Chapter 5 (*Agricultural/Open Space and Residential Zoning District*), Section 7 (*Building Form Regulations and Zoning District Compatibility for Residential Districts*), Subsection C is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

C. Zoning District Compatibility And Transitioning:

1. Transition Of Densities: To assure an appropriate transition in lot sizes or densities with other existing residential development in the area, any residential development proposed for review and approval after the effective date hereof shall meet the following requirements:

a. The density of multi-family developments should not differ more than fifty percent (50%) from the average density of the developed properties within two hundred feet (200') of the subject property.



- b. Developed properties are defined as those properties that are zoned residential and platted as a detached unit residential subdivision prior to the subject property obtaining final plat or site plan permit approval.
  - c. Proposed development that will not meet the density transition guidelines as noted above, shall mitigate the impact of the development by transitioning the building form within the development as noted below.
2. Transition Of Building Form: To assure compatibility of residential developments that do not meet the density transition noted above, the number of units per building, length of the building and the number of stories per building will be restricted according to the following:
- a. Applicability: Building mass buffer will apply as follows:
    - (1) Will apply to medium or high density residentially zoned properties with plat or site plan permits approved after ~~the effective date hereof~~ **October 19, 2012**.
    - (2) Will not apply to any property with a PUD in existence prior to ~~the effective date hereof~~ **October 19, 2012**.
    - (3) *Will not apply along an adjacent property when a developing property modifies their zoning classification prior to development of the adjacent property that then triggers the need for the building mass buffer.*
  - b. Multi-Family Zoning Districts; Building Mass Buffer: One hundred fifty feet (150') from any adjacent developed property where the proposed development cannot meet the density transition as provided in subsection C1a of this section.
    - (1) Buffer is measured from the lower density property line and includes the ROW if a street separates the subject properties.
    - (2) Buffer will overlay any required setbacks, landscape buffer park or easements on the property.
  - c. Restrictions: Within the building mass buffer, the following shall apply:
    - (1) No more than six (6) attached units per building.
    - (2) No more than two (2) stories in height.
    - (3) Maximum building length (measured from foundation of parallel walls of greatest distance apart):
      - (A) Residential buildings: Maximum length of one hundred sixty feet (160').
      - (B) Garage buildings: Maximum length of one hundred feet (100').
    - (4) For every eight (8) garage bays, there must be a total garage building separation of no less than twenty feet (20').
    - (5) The above restrictions apply to the entirety of any building located fully or partially within the building mass buffer.
3. **Transition to Existing Context: To assure compatibility of new construction within already developed single family residential developments, the size of the proposed buildings will be restricted according to the following:**
- a. **Applicability: Context Transition Buffer requirements will apply as follows:**
    - (1) *Will apply to single family residentially zoned properties with proposed development that is required to obtain site plan permits.*
    - (2) *Will not apply to any property with a PUD in existence prior to \_\_\_\_\_, 2019.*
    - (3) *Will not apply for the length of the contiguous property line that is adjacent to undeveloped property or property developed in non-single family uses.*

- (4) *The city council reserves the right to waive or modify to a lesser restriction any provision or requirement of the context transition buffer, provided said waiver or modification does not adversely affect the intent of these regulations to adequately safeguard the general public and surrounding property.*
- b. *Single Family Zoning Districts; Context Transition: One hundred fifty feet (150') from any adjacent single family developed property.*
- (1) *Buffer is measured from the adjacent property line and includes the ROW if a street separates the subject properties.*
- (2) *Buffer will overlay any required setbacks, landscape buffer park or easements on the property.*
- (3) *Should the property be subject to buffer areas that overlap, the minimum and maximum size requirements generated by those separate buffers can be averaged to determine the restrictions for the areas of the property containing the overlapping buffers.*
- (4) *In the situation where a property modifies their zoning classification to single family zoning, any adjacent single family zoned property would not be required to comply with the buffer regulations just because of the change in zoning designation of the adjacent property.*
- c. *Restrictions: Within the Context Transition Buffer, the following shall apply:*
- (1) *Total above grade floor area of each dwelling (including vehicle storage) within the buffer shall be no smaller than seventy-five percent (75%) of the average above grade floor area (including vehicle storage) of the dwelling(s) contained in the directly adjacent property.*
- (2) *Total above grade floor area of each dwelling (including vehicle storage) within the buffer shall be no larger than one-hundred and fifty percent (150%) of the average above grade floor area (including vehicle storage) of the dwelling(s) contained in the directly adjacent property.*
- (3) *The above restrictions apply to the entirety of any building located fully or partially within the context transition buffer.*

**Section 7. Amendment.** Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations), Section 4 (Setback and Density Regulations) is hereby amended by deleting the entire section and replacing it with the following text:

**9-7-4: SETBACK AND DENSITY REGULATIONS:**

- A. Setback and building separation requirements noted below do not preclude any part of a structure from meeting all applicable building and fire code requirements.
- B. See Chapter 19, Section 8 (Landscape Provisions) of this Title on how building separation and setbacks are applied along required buffers.
- C. The following regulations shall apply to development within the residentially zoned districts and single-family residential development in the Open Space and Valley Junction Historic Business districts.
  - 1. Zoning District abbreviations:

OS	Open Space district	SF-VJ	Single Family Valley Junction district
RE	Residential Estate district	MH	Manufactured Housing district
RS	Residential Single-Family district	RM	Residential Medium-Density district
R-1	Single-Family Residential district	RH	Residential High-Density district

2. See Chapter 5, Section 7 of this Title (Building Form Regulations and Zoning District Compatibility for Residential Districts) for descriptions of residential building types.
3. All setbacks or separations are measured from the closest part of the foundation of the building or structure.
  - a. For structures with setbacks of seven feet (7') or larger:
    - (1) Building projections are allowed to encroach up to two feet (2') from each building into minimum setback or separation; however, no part of any structure, including eaves and overhangs, may be closer than five feet (5') to a property line.
    - (2) Building projections that are allowed to encroach within a setback cannot exceed a distance of four feet (4') from the foundation line. Should the projection exceed four feet (4'), any setbacks and building separations will be measured from the closest part of the projection for the extent of the projection.
    - (3) No window well or any ground mounted mechanical equipment may be closer than three feet (3') to a property line.
  - b. For structures with setbacks of less than seven feet (7'):
    - (1) Building projections are allowed to encroach up to two feet (2') from each building into minimum setback or separation as long as they meet all applicable building codes on fire resistive construction.
    - (2) No window well or any ground mounted mechanical equipment may be closer than two feet (2') to a property line.
  - c. Setbacks from private streets and drives:
    - (1) Unless otherwise noted, the minimum setback for attached or detached garages facing a street or drive measured perpendicularly from the garage opening to the closest point of the sidewalk or back of curb of the intersecting private street or drive (whichever is more restrictive) shall be as follows:
      - i. Twenty-five feet (25') or greater, or
      - ii. Ten feet (10') or less
    - (2) Unless otherwise noted, the minimum setback for a residential structure shall be fifteen feet (15') from the back of curb of an adjacent private street or drive. This setback shall apply to all structures, including accessory or ancillary structures such as maintenance sheds, clubhouses or leasing offices.
  - d. See footnotes in Table 7.2 and 7.3 in this Section for setbacks on outdoor living areas for footprint lots.
4. Maximum building height for single family dwellings is three (3) stories.
5. Bulk Regulations for Residential Districts:

TABLE 7.1

Maximum Unit Density										
Required Standards	OS	RE	RS	R-1	SF-CR	SF-VJ	VJHB	MH	RM	RH
Maximum du/acre	0.1	0.91	6.0	5.8	5.8	6.0	6.0	12.0	12.0	18.0

Lot Area – Standard Lots (not footprint lots <sup>2</sup> )										
Required Standards	OS	RE	RS	R-1	SF-CR	SF-VJ	VJHB	MH	RM	RH
Minimum Lot Area	10 acres	40,000 sq. ft.	5,000 sq. ft.	7,500 sq. ft.	7,500 sq. ft.	6,000 sq. ft.	6,000 sq. ft.	5,300 sq. ft.	2 acres	2 acres
Minimum Lot Size - Non-Residential Uses	n/a	2.5 acres	1 acre	1 acre	1 acre	18,000 sq. ft.	n/a	6,500 sq. ft.	2 acres	2 acres
Minimum open space (%)	75	25	25	25	25	25	25	25	25	25

Lot Width - Standard Lots (not footprint lots <sup>2</sup> )													
Required Standards (in feet)	OS	RE	RS (sq. ft.)				R-1	SF-CR	SF-VJ	VJHB	MH	RM	RH
			5,000 to 7,999	8,000 to 9,999	10,000 to 14,999	15,000 or greater							
Minimum lot width at building setback line <sup>1</sup>	200	100	50	70	80	100	50	50	40	40	50		
Minimum street frontage	40	40	40	40	40	40	40	40	40	40	40	100	150

Notes:

- The minimum lot width for corner lots shall be increased by twenty-five feet (25').
  - Lot area and dimensions of footprint lots are dictated by setback requirements noted in Table 7.2 and Table 7.3.
6. Minimum Setbacks and Building Separations for Principal Buildings (Dwellings) in Single Family Zoning Districts:

TABLE 7.2

Setbacks - Standard Lots <sup>3</sup>											
Required Standards (in feet)	OS	RE	RS (sq. ft.)				R-1	SF-CR	SF-VJ	MH <sup>5</sup>	VJHB
			5,000 to 7,999	8,000 to 9,999	10,000 to 14,999	15,000 or greater					
Front yard setback <sup>1,2</sup>	50	50	30	35	35	35	30	20	20	20	20
Rear yard setback	50	50	35	35	35	35	35	20	35	10	35
Minimum side yard setback on any one side	50	20	7	8	8	8	7	5	5	5	5
Minimum sum of side yard setbacks	100	40	14	20	20	20	14	10	10	10	10

**Setbacks and Building Separation for Detached Dwellings on Footprint Lots<sup>3,6,7</sup>**

<b>Required Standards (in feet)</b>	<b>OS</b>	<b>RE</b>	<b>RS</b>	<b>R-1</b>	<b>SF-CR</b>	<b>SF-VJ</b>	<b>MH</b>	<b>VJHB</b>
Minimum setback of all yards for footprint lot <sup>4</sup>	7	7	7	7				
Maximum setback of all yards for footprint lot <sup>4</sup>	10	10	10	10				
Minimum separation between principal structures	14	14	14	14				

Notes:

1. In any existing platted property where the average front yard setback is different than that required for the specific zoning district, the front yard setback for the subject lot is equal to the average of the front yard depths of any existing immediate adjacent dwellings on the same side of the street including the existing dwelling of the subject property. Resulting front yard setback shall not be less than the minimum required side yard setback for the zoning district. Front yard setback measured from the face of any garage accessed from the street will be a minimum of twenty-five feet (25') regardless of the averaged front yard depth. If the overall depth of the lot from the subject front yard is fifty feet (50') or less, the setback for any garage accessed from the street will be a minimum of twenty feet (20').
  2. Open porches with a minimum depth of six feet (6') are allowed to encroach up to eight feet (8') into the standard lot front yard setback.
  3. Accessory buildings over one-thousand square feet (1,000 sf), which are only permitted in Residential Estate and Open Space zoning, shall meet the minimum front yard setback of their respective zoning district and be setback a minimum of twenty feet (20') from the side and rear property lines.
  4. Outdoor living areas associated with and adjacent to the dwelling unit for footprint lots must be contained in the footprint lot and meet the following setback requirements:
    - a. Patios: setback a minimum of one foot (1') from the footprint property line.
    - b. Decks that do not exceed thirty inches (30") in height or open trellises: setback a minimum of five feet (5') from footprint property line.
    - c. Structures that exceed thirty inches (30") in height such as decks, porches and sunrooms: setback a minimum of seven feet (7') from footprint property line.
  5. Manufactured Homes within a land lease Manufactured Home Park must be completely contained within the land lease area and comply with separation or fire protection requirements under the authority of 42 U.S.C. § 5403 (Federal Manufactured Home Construction and Safety Standards). Manufactured Homes not within a land lease Manufactured Home Park must meet the setback and separation distances of the applicable zoning district.
  6. Maximum unit density, aggregate minimum lot area, minimum street frontage and building setbacks for the development must meet applicable zoning district requirements.
  7. Developments with footprint lots will require review and approval of a Site Plan Permit in addition to any other required review process.
7. Minimum Setbacks and Building Separations for Principal and Accessory Buildings or Structures in Multi Family Zoning Districts:

TABLE 7.3

<b>Detached Dwellings</b> (Detached Townhomes)		
<b>Required Standards (in feet)</b>	<b>RM</b>	<b>RH</b>
Front yard setback <sup>1</sup>	30	30
Rear yard setback	35	35
Side yard setback	7	7
Minimum of all yards for footprint lot <sup>2</sup>	7	7
Maximum of all yards for footprint lot <sup>2</sup>	10	10
Minimum separation between principal buildings	14	14
Minimum separation between accessory buildings or structures under 1,500 sf and all other buildings <sup>4</sup>	10	10

<b>Attached Dwelling Building</b> <b>Up to 2 story, 4 units or less per building</b> (Townhomes, Apartments or Condominiums)		
<b>Required Standards (in feet)</b>	<b>RM</b>	<b>RH</b>
Minimum setback <sup>1</sup> - From perimeter of development	35	35
Front and Rear yard setback <sup>1</sup> - Internal to the development - The minimum setback for garages facing a street or drive is 25 feet from sidewalk or back of curb.	15	15
Side yard setback - Internal to the development	7	7
Minimum of all yards for footprint lot <sup>2</sup>	7	7
Maximum of all yards for footprint lot <sup>2</sup>	10	10
Minimum separation between principal buildings	14	14
Minimum separation between accessory buildings or structures under 1,500 sf and all other buildings <sup>4</sup>	10	10

<b>Attached Dwelling Building</b> <b>Up to 2 story, more than 4 units per building</b> <b>or</b> <b>3 story or greater, 4 units or less per building</b> (Townhomes, Apartments or Condominiums)		
<b>Required Standards (in feet)</b>	<b>RM</b>	<b>RH</b>
Front yard setback <sup>1,3</sup> - From perimeter of development	50	50
Rear and Side yard setback <sup>3</sup> - From perimeter of development	35	35

Front and Rear yard setback <sup>1,3</sup> - Internal to the development - The minimum setback for garages facing a street or drive is 25 feet from sidewalk or back of curb.	20	20
Side yard setback <sup>3</sup> - Internal to the development	10	10
Minimum of all yards for footprint lot <sup>2</sup>	7	7
Maximum for all yards of a footprint lot <sup>2</sup>	10	10
Minimum separation between principal buildings	20	20
Minimum separation between accessory buildings or structures under 1,500 sf and all other buildings <sup>4</sup>	20	20

**Attached Dwelling Building**  
**3 story or greater, more than four units per building**  
(Townhomes, Apartments or Condominiums)

Required Standards (in feet)	RM	RH
Front yard setback <sup>1,3</sup> - From perimeter of development	60	60
Rear and Side yard setback <sup>3</sup> - From perimeter of development	35	35
Front and Rear yard setback <sup>1</sup> - Internal to the development	30	30
Side yard setback - Internal to the development	15	15
Minimum for all yards of a footprint lot <sup>2</sup>	7	7
Maximum for all yards of a footprint lot <sup>2</sup>	10	10
Minimum separation between principal buildings	30	30
Minimum separation between accessory buildings or structures under 1,500 sf and all other buildings <sup>4</sup>	20	20

Notes:

1. Open porches with a minimum depth of six feet (6') are allowed to encroach up to eight feet (8') into the standard lot front yard setback. Porches are not allowed to encroach into any perimeter setback.
2. Outdoor living areas associated with, and adjacent to the dwelling unit for footprint lots must be contained in the footprint lot and meet the following setback requirements:
  - a. Patios: setback a minimum of one foot (1') from the footprint property line.
  - b. Decks that do not exceed thirty inches (30") in height or open trellises: setback a minimum of five feet (5') from footprint property line.
  - c. Structures that exceed thirty inches (30") in height such as decks, porches and sunrooms: setback a minimum of seven feet (7') from footprint property line.
3. For any building over three (3) stories, an additional ten feet (10') of building setback is required for every story over three (3) stories.

4. Accessory buildings over one-thousand, five hundred square feet (1,500 sf) must meet primary building setbacks and separations, including setbacks adjusted for primary building height.
8. Minimum Setbacks and Bulk Regulations for Principal Buildings of Non-Residential Uses (Daycares, Churches, Schools) in Residential Zoning Districts:

TABLE 7.4

Minimum Setback (in feet) <sup>1</sup>								
Required Standards (in feet)	RE	RS	R-1	SF-CR	SF-VJ	MH	RM	RH
Front yard setback	100	50	50	20	20	35	50	50
Rear yard setback	100	50	50	20	20	35	50	50
Side yard setback	50	25	25	15	15	10	25	25

Lot Size								
Minimum lot width (in feet)	100	100	100	50	50	50	100	150
Minimum street frontage (in feet)	50	50	50	50	50	50	100	150
Minimum open space (%)	25	25	25	25	25	25	25	25

Building Height (in feet)								
Maximum height of principal building <sup>2</sup>	40	40	40	40	40	40	40	40
Maximum height of accessory building or structure (at highest roof element)	20	20	20	20	20	20	20	20

**Notes:**

1. See Subsection C9 and Table 7.5 of this Section for detached accessory structure setbacks in residential zoning districts.
  2. Additional twelve feet (12') of height allowed for each additional ten feet (10') of setback.
9. Bulk Regulations, Minimum Setbacks and Building Separations for Accessory Buildings and Structures in Residential Districts:
- a. See Chapter 14 of this Title (Accessory Structures) for additional standards and construction requirements for accessory buildings and structures.
  - b. Accessory buildings and structures that meet the minimum separation distance from the principal building are considered detached accessory structures. In such case, the detached accessory structure must meet the setback requirements as noted in Table 7.5 below.
  - c. Accessory structures that do not meet the minimum separation from the principal structure are considered part of the principal structure, no matter if they are physically separate from the principal structure. In such case, the accessory structure must meet the setback requirements for a principal structure except as noted below.



- (1) Accessory structures (other than fences and walls) that do not exceed thirty inches (30”) in height as measured from grade to the highest element and any railing or trellis designed to be open 50% or more may follow the detached accessory structure setbacks, no matter their proximity to the principal structure.
- d. See Chapter 10 of this Title (Performance Standards), Section 4 (Specific Use Regulations) for additional separation requirements for accessory structures that will house animals.
  - e. Accessory structures cannot encroach into any buffer area or perimeter setback.
  - f. In a footprint development, detached accessory structures and fences are not allowed within footprint lots and are only allowed for development use on common property.
  - g. Accessory buildings over one-thousand square feet (1,000 sf), which are only permitted in Residential Estate and Open Space zoning, shall meet the minimum front yard setback of their respective zoning district and be setback a minimum of twenty feet (20’) from the side and rear property lines.
  - h. Accessory buildings over one-thousand, five hundred square feet (1,500 sf) in multi-family residential districts must meet primary building setbacks and separations including setbacks adjusted for primary building height.

TABLE 7.5

<b>Detached Accessory Structures – Single Family Zoning Districts</b>									
Required Standards	OS	RE	RS (ft.)		R-1	SF-CR	SF-VJ	MH <sup>2</sup>	VJHB
			<8,000	8,000>					
Front yard setback <sup>1</sup>	50	50	30	35	30	20	20	20	20
Rear and Side yard setback	5	5	5	5	5	5	5	5	5
Setback from alleys where the structure accesses the alley	20	20	20	20	20	20	20	20	20
Minimum separation between accessory buildings or structures under 1,000 sf and all other buildings	10	10	10	10	10	10	10	10	10

<b>Detached Accessory Structures – Multi-Family Zoning Districts<sup>2</sup></b>		
Required Standards	<u>MD</u>	<u>HD</u>
Front yard setback <sup>1</sup>	35	35
Rear and Side yard setback	10	10
Setback from alleys where the structure accesses the alley	20	20
Minimum separation between accessory buildings or structures under 1,500 sf and all other buildings	See Table 7.3	See Table 7.3

Notes:

1. In any existing platted property where the average front yard setback is different than that required for the specific zoning district, the front yard setback for the subject lot is equal to the average of the front yard depths of any existing immediate adjacent dwellings on the same side of the street including the existing dwelling of the subject property. Resulting front yard setback shall not be

less than the minimum required side yard setback for the zoning district. Front yard setback measured from the face of any garage accessed from the street will be a minimum of twenty-five feet (25') regardless of the averaged front yard depth. If the overall depth of the lot from the subject front yard is fifty feet (50') or less, the setback for any garage accessed from the street will be a minimum of twenty feet (20').

2. Accessory buildings or structures within a land lease Manufactured Home Park must be completely contained within the land lease area and comply with adopted building code separation and fire protection requirements from all other structures. Accessory structures not within a land lease Manufactured Home Park must meet the setback and separation distances of the applicable zoning district requirements.
- D. The following regulations shall apply to development within the commercial, office and industrial zoned districts and non-residential development in the Open Space and Valley Junction Historic Business districts.

1. Zoning District abbreviations:

RC	Regional Commercial district	VJC	Valley Junction Commercial district	LI	Light Industrial district
CMC	Community Commercial district	VJHB	Valley Junction Historic Business district	GI	General Industrial district
NC	Neighborhood Commercial district	WR	Warehouse Retail district	OF	Office district
CVC	Convenience Commercial district	BP	Business Park district	PCP	Professional Commerce Park district
SC	Support Commercial district	VJLI	Valley Junction Light Industrial district	OS	Open Space district

2. All setbacks or separations are measured from the closest part of the foundation of the building or structure.
  - a. Building projections are allowed to encroach up to two feet (2') from each building into minimum setback or separation.
  - b. Any part of the structure, including eaves and overhangs, must meet all applicable building and fire codes on fire resistive construction based on distance from the property line or proximity to adjacent buildings.
  - c. Building projections that are allowed to encroach within a setback cannot exceed a distance of four feet (4') from the foundation line. Projections that exceed four feet (4') from the foundation line will need to meet required setbacks and separation distances.
  - d. No window well or any ground mounted mechanical equipment may be closer than three feet (3') to a property line.
  - e. Except for the following, all detached accessory structures must meet primary building setback and separation requirements.
    - (1) Trash and mechanical enclosures may use off-street parking setbacks for their respective district along the side and rear yards, however no enclosure may be located closer than five feet (5') from a property line.

- (2) Maintenance sheds or garages equal to or less than one hundred and twenty square feet (120') in floor area may use off-street parking setbacks for their respective district along the side and rear yards, however no shed or garage may be located closer than five feet (5') from a property line.

3. Bulk Regulations and Setbacks for Principal and Accessory Buildings or Structures in Commercial Districts:

TABLE 7.6

Lot Size								
Required Standards	RC	CMC	NC	CVC	SC	VJC	VJHB	WR
Minimum lot area (square feet)	60,000	60,000	60,000	40,000	60,000	20,000	6,250	20,000
Minimum lot width (feet)	50	50	50	50	50	50	50	50
Minimum open space (%)	25	25	25	25	25	25	0	25

Minimum Setback (in feet)								
Required Standards	RC	CMC	NC	CVC	SC	VJC	VJHB	WR
Front yard setback	100	100	45	45	100	35	0	50
Rear yard setback <sup>1</sup>	50	50	35	35	50	35	0	50
Side yard setback <sup>1</sup>	50	50	35	50	50	35	0	50

Building Height (in feet)								
Required Standards	RC	CMC	NC	CVC	SC	VJC	VJHB	WR
Maximum height of principal building or structure	36 <sup>2</sup>	36 <sup>2</sup>	30	30	36 <sup>2</sup>	30	36	60 <sup>2</sup>
Maximum height of accessory building or structure (at highest roof element)	20	20	20	20	20	20	20	20

Notes:

1. Setback of zero feet (0') allowed if the property abuts a similar district.
2. Additional twelve feet (12') of height allowed for each additional ten feet (10') of setback.

4. Bulk Regulations and Setbacks for Principal and Accessory Buildings or Structures in Industrial, Office and Open Space Districts:

TABLE 7.7

Lot Size							
Required Standards	BP	VJLI	LI	GI	OF	PCP	OS
Minimum lot area	20,000 square feet	7,250 square feet	10,000 square feet	20,000 square feet	10,000 square feet	60,000 square feet	10 acres
Minimum lot width (feet)	75	50	75	75	80	150	200
Minimum open space (%)	35	20	20	20	25	35	75

Minimum Setback (in feet)							
Required Standards	BP	VJLI	LI	GI	OF	PCP	OS
Front yard setback	50	15	30	40	30	50	50
Rear yard setback	50	10 (from alleyway)	35	35	35	50	50
- If abuts like zoning district			15		15	25	
Side yard setback	50	10 <sup>2</sup>	20 <sup>2</sup>	35 <sup>2</sup>	10 <sup>2</sup>	50	50
- If abuts like zoning district						25	

Building Height (in feet)							
Required Standards	BP	VJLI	LI	GI	OF	PCP	OS
Maximum height of principal building or structure	60 <sup>1</sup>	15 30 <sup>3</sup>	60 <sup>1</sup>	60 <sup>1</sup>	36 <sup>1</sup>	60 <sup>1</sup>	60 <sup>1</sup>
Maximum height of accessory building or structure (at highest roof element)	20	20	20	20	20	20	20

Notes:

1. Additional twelve feet (12') of height allowed for each additional ten feet (10') of setback.
2. Setback of zero feet (0') allowed if abuts a similar district.
3. Maximum height of thirty feet (30') allowed with a building side yard setback of twenty feet (20').

**Section 8. Amendment.** Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations), Section 5 (Miscellaneous Regulations) is hereby deleted.

**Section 9. Amendment.** Title 9 (*Zoning*), Chapter 10 (*Performance Standards*), Section 4 (*Specific Use Regulations*), Subsection A is hereby amended by adding the bold italic text in numerical order:

***27. Cluster Developments: In order to be considered a cluster development, a minimum of 50% of the development area must be set aside, identified for preservation or protection and deed restricted from further development. Cluster Development may utilize footprint lots or multiple buildings on one lot, as noted in Chapter 7 of this Title (Setback and Bulk Density Regulations), Table 7.2.***

***Preservation areas must be identified and legally restricted from further development. These protected areas must be unencumbered by structures, off street parking areas and vehicle use areas but may include landscaped areas, buffers, fences, pedestrian sidewalks/trails and plazas or recreation areas. Stormwater management facilities may be included if they are designed as development or community amenity such as ponds or created wetlands.***

**Section 10. Amendment.** Title 9 (*Zoning*), Chapter 19 (*Landscaping*), Section 4 (*Applicability*), Subsection A2 is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

2. The requirements herein do apply to:
  - a. All new nonresidential structures;
  - b. All new ***developments in multi-family zoning districts*** ~~and single family attached dwellings;~~
  - c. Major modifications to structures or sites;
  - d. All subdivision plats where buffers are required;
  - e. Minor modifications except that the requirements of this chapter shall only apply to the area of the site impacted by the minor modification.

**Section 11. Amendment.** Title 9 (*Zoning*), Chapter 19 (*Landscaping*), Section 8 (*Landscape Provisions*), Subsection E2 is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

2. Conditions for Requiring a Buffer: The following conditions shall require a buffer between abutting districts and uses:

- a. ~~Any single family attached residential~~ ***multi-family residential*** development greater than four (4) dwelling units per building, ~~multi family residential~~ and all commercial, office and industrial uses or any undeveloped residential high density district (RH), residential medium density district (RM), manufactured housing district (MH) and all commercial and industrial districts which abut any ***single family residential estate zoning*** district (~~RE~~), residential single family district (RS), ~~single family residential district (R-1)~~ or single-family detached uses shall be buffered as required in this section.
- b. Any multi-family residential and all commercial, office and industrial uses or any undeveloped residential high-density district (RH), all commercial, office and industrial districts which abut any residential medium-density district (RM) ***or*** manufactured housing district (MH), ~~or single family attached uses~~ shall be buffered as required in this section.

**Section 12. Repealer.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**Section 13. 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 14. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 & 2 of the City Code of the City of West Des Moines, Iowa.

**Section 15. Other Remedies.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 16. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T Jacobson  
City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2019, and was published in the Des Moines Register on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**NO SUBSTANTIVE CHANGES FROM FIRST READING****CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION****Date:** April 15, 2019

**ITEM:** Amendment to City Code Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning District) and Chapter 10 (Performance Standards) - Amend city code to modify garage requirements and establish a waiver process for single-family detached dwellings – City Initiated (AO-004123-2018)

**ORDINANCE: Approval of Second Reading of Ordinance****FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** At the end of 2018, Development Services Staff brought forward an amendment to eliminate the garage requirement for single-family detached dwellings and multi-family dwellings under a condominium regime. The Plan and Zoning Commission unanimously approved the amendment at the November 19, 2018 meeting. By a 3-2 vote, the City Council approved the first reading of the ordinance amendment but opted at the second reading to keep the garage requirement for single-family detached and establish waiver criteria to apply in situations in which the home is intended for individuals or households at or below 80% AMI. Therefore, staff is requesting an amendment to the following in Title 9, Zoning to address garages for single-family detached dwellings with a waiver option for when specific provisions are met:

- Chapter 5, *Agricultural/Open Space and Residential Zoning District*; Section 4, *Specific Use Regulations*, Subsection E-4;
- Chapter 5, *Agricultural/Open Space and Residential Zoning District*; Section 7, *Building Form Regulations and Zoning District Compatibility for Residential Districts*, Subsections B-1-c;
- Chapter 10, *Performance Standards*, Section 4, *Special Use Regulations*, Subsection B of City Code

Previous Council Action:

Vote: 4-1 approval

Date: April 1, 2019

Motion: Approval of the First Reading of the amendment to City Code.

**PREVIOUS COUNCIL DISCUSSION:** At the April 1, 2019 meeting, the proposed ordinance amendment was approved by a 4-1 vote with Council Member Trevillyan voting against as it was his preference that there should be no requirement for a garage with single-family detached dwellings. The one outstanding issue explained in the April 1, 2019 staff report was the duration of a deed restriction for the property. The Plan and Zoning Commission believed that the deed restriction should be no greater than one-year. Given that the intent of the waiver process is to allow individuals at 80% or less AMI to be able to afford a single-family home, staff did not believe that a 1-year restriction was enough of a deterrent from individuals quickly flipping the home at a price point that is above the 80% AMI. Staff was directed to discuss the terms of the deed restriction at the next Development and Planning Subcommittee meeting. Since that meeting is in the morning of the same day as a Council meeting, a memo will be placed on the dais identifying the Subcommittee's direction.

Also during the discussion on this item, a question was posed on whether the proposed regulations are contradictory if a garage is required in new construction but in other situations, such as when the City requires garage removal for safety reasons, replacement of the garage is not required. The City Attorney is prepared to discuss the issue at the April 15<sup>th</sup> meeting.

**OUTSTANDING ISSUES:** There are no outstanding issues with the proposed city code amendment; however, the terms of the deed restriction, if such is required, needs to be determined. The deed restriction itself is not included in the proposed City Code but rather is a separate document that is executed, thus there are no changes to the proposed

code necessary to reflect the Subcommittee directive. Staff did modify the ordinance to remove reference to 'low to moderate-income' in response to Council Member Hardman's concerns.

**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 second reading of the proposed amendment to City Code, Title 9 (Zoning), Chapters 5 and 10 to modify garage requirements and establish a waiver process for single-family detached dwellings, subject to meeting all City Code requirements.

Lead Staff Member: Lynne Twedt

**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register Community Section
Date(s) Published	March 1, 2019
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	February 4, 2019 & April 15, 2019		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Exhibit I - Proposed Ordinance



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

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019 BY AMENDING TITLE 9 (ZONING), CHAPTER 5 (AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICT) AND CHAPTER 10 (PERFORMANCE STANDARDS) TO MODIFY GARAGE REQUIREMENTS AND ESTABLISH A WAIVER PROCESS FOR SINGLE-FAMILY DETACHED DWELLINGS**

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

**Section 1. Amendment.** Title 9 (*Zoning*), Chapter 5 (*Agricultural/Open Space and Residential Zoning District*), Section 4 (*Specific Use Regulations*), Subsection E-4 is hereby amended by deleting the highlighted strikethrough text and adding the bolded italicized text and renumbering as necessary:

4. Tiny Home: Is to be used as a place for long term residential occupancy: greater than one hundred eighty (180) consecutive days in any calendar year.

a. Use matrix:

Zoning	OS	RE	RS	R-1	SF-CR	SF-VJ	MH	RM	RH	VJHB
Tiny home	P	P	P	P	P	P	P			
Second dwelling unit	P	P	Pc	Pc						

b. Parking and drives:

~~(1) Must meet the specific use regulations for residential districts related to enclosed garage space (subsection 9-10-4B of this title).~~

(2) Must meet the off-street parking regulations for single-family detached dwellings (chapter 15 of this title).

***c. A minimum ten-foot by ten-foot (10'x10') storage shed or twenty-foot by fourteen-foot (20'x14') garage shall be provided within the property upon which the home is located for exclusive use by the occupants of the Tiny Home. Existence of the shed or garage shall be verified by the Development Services Director or designee prior to release of the electric meter for the Tiny Home.***

**Section 2. Amendment.** Title 9 (Zoning), Chapter 5 (Agricultural/Open Space and Residential Zoning District), Section 7 (Building Form Regulations and Zoning District Compatibility for Residential Districts), Subsection B-1-c is hereby amended by deleting the highlighted strikethrough text and adding the bolded italicized text:

B. Building Type:

1. Single-Family Detached (SF-D):

- a. Unit Arrangements: One unit, no attachment
- b. Property Regime: Ownership of unit structure and real property. May have common property providing stormwater management or buffering requirements. Maintenance and management may be provided by an association.
- c. Garages: Minimum of ~~one and one-half (1 1/2)~~ ***twenty-foot by fourteen-foot (20'x14')*** garage required (attached or detached) ***unless all waiver provisions as stated in Chapter 10, Section 4 within this title are adhered to and a waiver is granted by the City.***

**Section 3. Amendment.** Title 9 (Zoning), Chapter 10 (Performance Standards), Section 4 (Special Use Regulations) Subsection B is hereby amended by deleting the highlighted strikethrough text and adding the bolded italicized text and renumbering as necessary:

B. The Following Standards Shall Apply to All Residential Districts:

1. For the purpose of this subsection an "enclosed parking space" or reference to a "garage" shall mean a covered space fully surrounded by walls, including windows, doors and similar openings or architectural features.
2. ***Except for Tiny Homes as defined in Chapter 2 within this title, and unless a waiver is granted by the City, For*** 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.
  - a. ***A waiver from the garage requirement may be authorized by the Director of Development Services or designee if consistent with all of the following:***
    - (1) ***The dwelling structure does not exceed 1,600 square feet in size.***
    - (2) ***The home is owned and occupied by an individual or household with an annual gross income (as defined in 24 CFR Part 5 – General HUD Program Requirements; Waivers) at or below 80% the Area Median Income (AMI), with the income limit adjusted for household size in accordance with the methodology of the HUD standard. Proof of owner/occupant income will need to be verified by the City prior to issuance of an Occupancy (temporary or final) Permit for the dwelling.***
    - (3) ***A minimum ten-foot by ten-foot (10'x10') detached shed is provided within the rear yard of the subject property, or a minimum one-hundred (100) square foot indoor area dedicated to storage is constructed on or within the back of the home, accessed directly from the exterior and includes a minimum four foot (4') wide access door.***
    - (4) ***A minimum fifteen-foot (15') side yard setback, as measured to the closest element of the home, excluding roof overhangs is provided on one side of the dwelling structure with the other side yard setback meeting the minimum required distance for the designated zoning district. If the property can be accessed from an existing alley, minimum side yard setbacks shall be provided as stated in city code for the respective zoning district.***
    - (5) ***Off-street parking stalls as required per title 9, chapter 15 of city code are provided within the subject property.***
    - (6) ***A deed restriction is recorded against the property establishing a retention period in which the home must be occupied by an individual or household at or below 80% AMI. The home may not be owned or rented to an individual or household that is not at or below the 80% AMI. In the event the home is sold or rented to an individual or household above 80% AMI, the value of the waiver as specified per the agreement shall be repaid to the lender according to terms outlined in the agreement.***
  - b. ***A minimum ten-foot by ten-foot (10'x10') storage shed or twenty-foot by fourteen-foot (20'x14') garage shall be provided within the property upon which the Tiny Home is located for exclusive***

*use by the occupants of the Tiny Home. Existence of the shed or garage shall be verified by the Development Services Director or designee prior to release of the electric meter for the Tiny Home.*

- c. *All single-family residential properties which currently have a dwelling structure, but no garage as of May \_\_\_\_\_, 2019 shall be considered grandfathered and are not required to implement a garage or shed/structure for storage.*
  - d. *Any property which at the direction of the City which is required to remove an existing garage due to safety concerns, shall not be required to construct a new garage or shed/structure for storage.*
4. ~~Any existing detached single family residence shall be required to comply with the enclosed garage space if the residence is proposed to be remodeled, enlarged, expanded or modified and the cumulative value of the alterations of the structure since the adoption date hereof exceeds fifty percent (50%) of the current valuation of the structure.~~
- ~~For the purpose of determining the valuation of the building, the current assessor's tax roll shall be used. The valuation shall be measured on a cumulative basis for all alterations made since the adoption date hereof rather than evaluating each alteration independently against the current valuation.~~
5. Any existing detached single-family residence which is damaged or destroyed by catastrophe or act of God to the extent equaling fifty percent (50%) or more of its total assessed value, shall be exempt from the provisions of this Code regarding the garage requirement as a part of the reconstruction of the damage to the residential structure due to the catastrophe or act of God.
6. ~~Any existing single family attached dwelling which has not previously been operated as owner occupied and intends to convert to an owner occupied program shall be required to comply with the provisions of this subsection.~~
7. For single family zoning districts in or adjacent to *residentially* developed areas, buildings should be designed to be consistent with its surrounding architectural context or historic character of the area with comparable architectural design, materials and details, including building mass and roof slope.

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

**Section 5. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 6. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 and 2 of the City Code of the City of West Des Moines, Iowa.

**Section 7. Other Remedies.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 8. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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Ryan T Jacobson  
City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2019, and was published in the Des Moines Register on \_\_\_\_\_, 2019.

---

Ryan T. Jacobson  
City Clerk

**NO CHANGE FROM PREVIOUS READING**

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

Date: April 15, 2019

**ITEM:** Sugar Creek Estates, Located approximately at the Northeast corner of 100<sup>th</sup> Street and Stagecoach Drive- Designate Residential Medium Density (RM-8) zoning on approximately 27 acres - Sugar Creek Estates, LLC –ZC-004124-2018

**ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Sugar Creek Estates, LLC, has submitted an application for approval of a rezoning request to rezone property from ‘Unzoned’ to Residential Medium Density (RM-8) for the property located approximately at the Northeast corner of 100th Street and Stagecoach Drive

Previous Council Action:

Vote: 5-0 approval.

Date: April 1, 2019



Motion: Approval of the First Reading of the amendment to City Code.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**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 second reading, waive the third reading and adopt the ordinance in final form.

Lead Staff Member: J. Bradley Munford 

**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

**PUBLICATION(S) (if applicable)**

Published In	<i>Des Moines Register</i>
Date(s) Published	March 15, 2019
Letter sent to surrounding property owners	March 15, 2019

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	November 12, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Proposed Ordinance
- Attachment A - Zoning Map

Prepared by: J. B. Munford, Development Services, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP**

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

**SECTION 1. AMENDMENT:** The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning 27 acres located approximately at the Northeast corner of 100th Street and Stagecoach Drive and legally described below from 'Unzoned' to Residential Medium Density (RM-8), in Compliance with the adopted City of West Des Moines Comprehensive Land Use Plan.

**LEGAL DESCRIPTION**

OUTLOT "Y", TIBURON AN OFFICIAL PLAT AND PARCEL 17-121 AS RECORDED IN BOOK 2016, PAGE 22954 OF THE DALLAS COUNTY RECORDER'S OFFICE ALL BEING IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**SECTION 3. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

**SECTION 5. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm, or corporation for violation of any section or subsection of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the 15<sup>th</sup> day of April, 2019

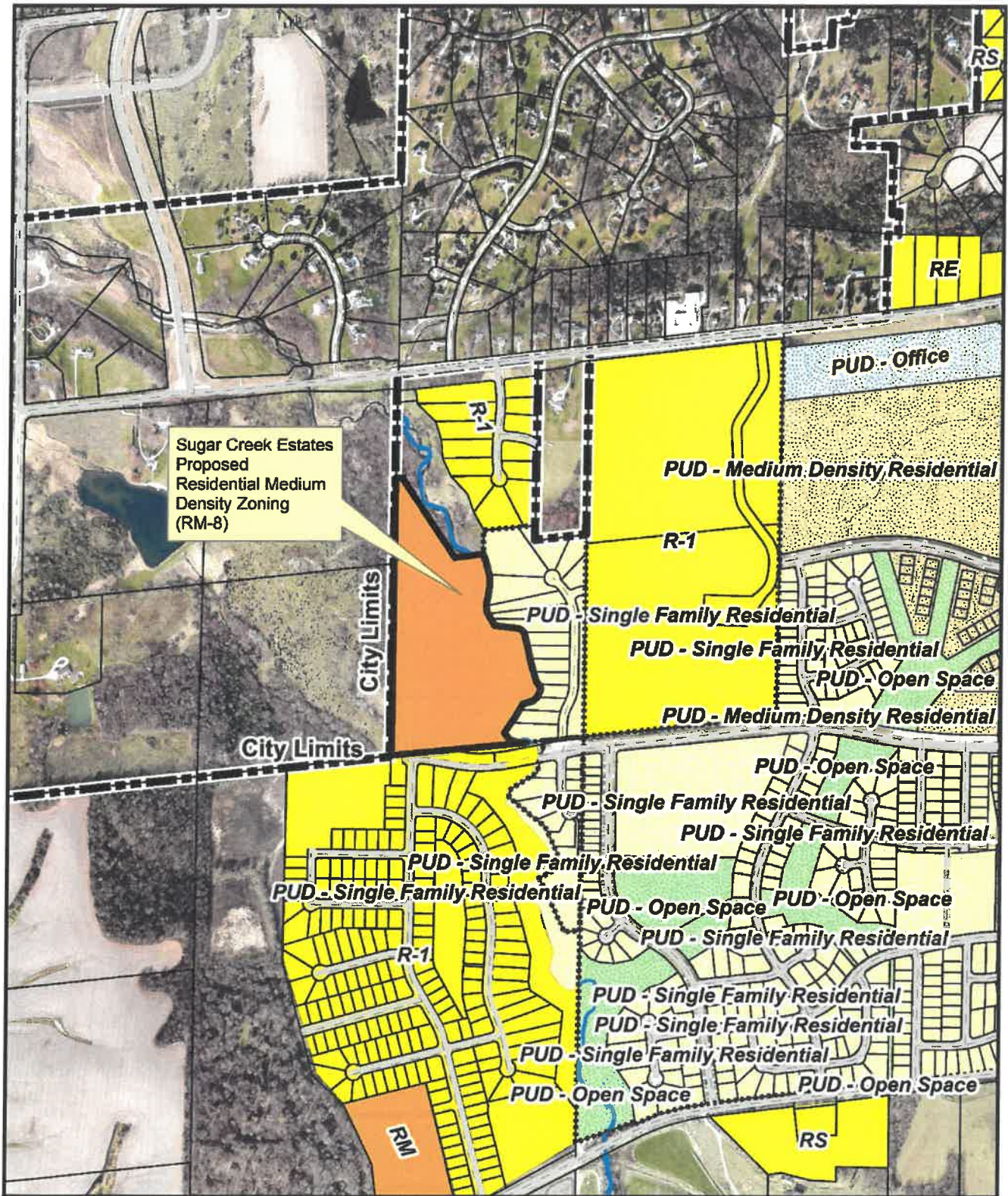
\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



Sugar Creek Estates  
Proposed  
Residential Medium  
Density Zoning  
(RM-8)

### Sugar Creek Estates Proposed Zoning



NOT TO SCALE



**CITY OF WEST DES MOINES  
MEMORANDUM**

**TO:** Mayor Gaer and Members of the City Council  
**FROM:** J. Bradley Munford, Development Services  
**DATE:** April 15, 2019  
**RE:** Item 6a – Stark Drive Vacation


The applicant requests the City Council defer the public hearing Item 6a, Stark Drive Vacation, to the next scheduled City Council meeting to allow the applicant additional time to further evaluate design options for the termination of the public street.

Recommendation: Continue Item 6a to the May 6, 2109 City Council meeting

cc. Tom Hadden, City Manager  
Richard Scieszinski, City Attorney *RJS*  
Lynne Twedt, Director Development Services

**CITY OF WEST DES MOINES**  
**MEMORANDUM**

**TO:** Mayor Gaer and Members of the City Council

**FROM:** Karen Marren, Planner 

**DATE:** April 15, 2019

**RE:** Item 6b - Ashworth Road I-80 Corridor - Amend the Comprehensive Plan Land Use Map and Amend Zoning Map

The Planning and Zoning Commission held a public hearing on Monday, April 8, 2019 and heard comment from residents and property owners on the amendment proposal. A copy of the proposed Land Use and Zoning Map presented at the hearing is included. The Commission determined that further deliberation of the proposed land uses and zoning is needed and deferred action on this item indefinitely (no date certain).

The following discussion and direction was heard:

North and South of Ashworth Road West of I-80: The Commission noted general concurrence with the land use and zoning change proposed for Single Family and Medium Density north of Ashworth and Business Park south of Ashworth. The Commission did note the desire for more single family in this area, however, staff noted due to costs associated with infrastructure needs in the area, all single family might make the area cost prohibitive for development. No public comment was heard on this area.

Southeast corner of Ashworth and 88<sup>th</sup> Street: Multiple property owners from Aspen Valley who abut the proposed area west of 84<sup>th</sup> Street noted concern for the area being developed as Community Commercial land and their concern for buffering of the area. Staff noted to the commission that the required buffer for dissimilar uses had been placed on the residential properties at the time of the Aspen Valley subdivision in 2014. In 2017 a vacation of the buffer was approved by Council in response to an application filed by the residential property owners requesting such vacation. The Commission directed staff to further review the land use options on these properties to address any potential transitional zoning opportunities for the area to address the neighborhood concerns.

North of Ashworth Road between 78<sup>th</sup> and 84<sup>th</sup> Street: The Commission noted concurrence with the proposed land use and zoning change proposed to Office zoning for the area. No public comment was heard on this area.

Southwest corner of Ashworth and Jordan Creek Parkway: After discussion at previous hearings and the direction from the P&Z workshop in February, staff had recommended removal of the area from the current application to allow the existing land use of Medium Density and designation of unzoned on the zoning map to remain until a development proposal came forward for the area. Multiple single family property owners south of the subject area spoke in support of the previous land use request for the area which included 5 acres of office at the intersection and

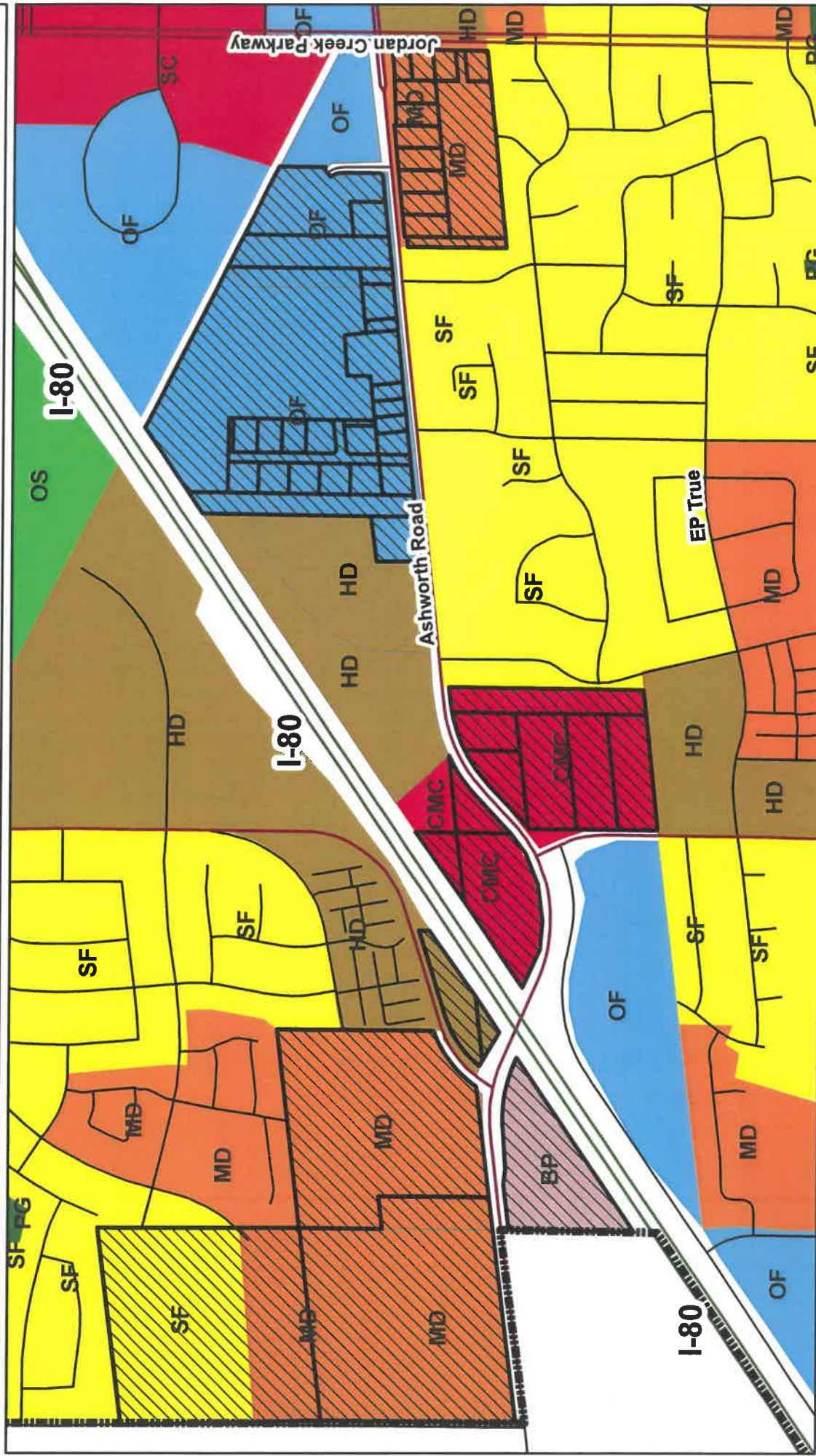
the remaining area of the site as single family. The Commission stated they were not opposed to the previous request for office and single family but noted that the land use and zoning should be addressed as part of a future development application for the area.

Based on the discussion heard and the concern of the Commission focused on one specific area of the corridor, staff recommends a withdrawal of the current application for the whole corridor. This will allow staff to separate out each area of the corridor to be addressed as an independent application. Although there is a benefit to the original approach of considering updates in land use and zoning in a broad manner along this corridor, the process of addressing comments and concerns for multiple areas has added needless complexity to the consideration of the request. Each application will be noticed for a Plan & Zoning Commission and City Council hearing once new dates have been determined.

Cc: Tom Hadden, City Manager  
Richard Scieszinski, City Attorney  
Lynne Twedt, Director of Development Services

Attachments (2)

# Comprehensive Plan Map - Proposed



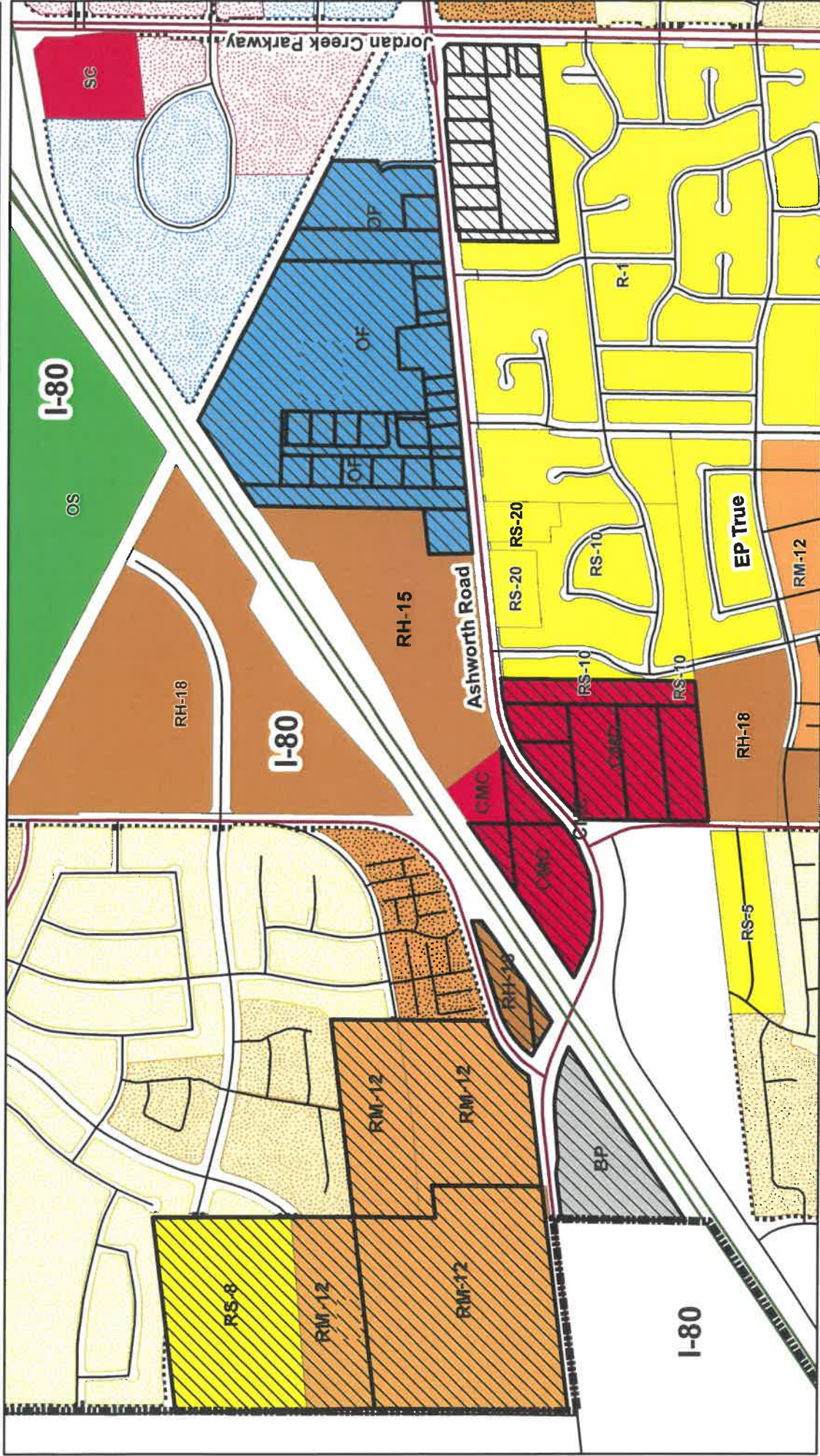
© City of West Des Moines



- Open Space (OS)
- Parks & Greenways (PG)
- Single Family Resid (SF)
- Medium Density Resid (MD)
- High Density Resid (HD)
- Community Comm (CMC)
- Support Commercial (SC)
- Office (OF)
- Business Park (BP)
- Properties Subject to Amendment

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein

# Zoning Map - Proposed



- Unzoned
- Residential Single-Family (RS)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Community Commercial (CMC)
- Office (OF)
- Business Park (BP)
- Properties Subject to Amendment

© City of West Des Moines

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein

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

**Date: April 15, 2019**

**ITEM:** West Grand Business Park – Des Moines University, Northwest corner of S. Jordan Creek Parkway and Grand Avenue – Amend Comprehensive Plan Land Use Map to change approximately 85 acres from Business Park (BP) to Office (OF) and Amend the West Grand Business Park PUD to only allow SIC 8221, Colleges, Universities and Professional Schools within Parcel 8 of the PUD – W & G McKinney Farms, LC – CPA-004256-2019/ZC-004257-2019

**RESOLUTION: Approval of Comprehensive Plan Amendment**

**ORDINANCE: Approval of First Reading of Ordinance**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Des Moines University Osteopathic Medical Center, in association with the property owner, W & G McKinney Farms, LC, is requesting approval of both a Comprehensive Plan Land Use Amendment and PUD Amendment for property located on the north side of Grand Avenue between S. 88<sup>th</sup> Street and S. Jordan Creek Parkway. The applicant is requesting to change approximately 85 acres from Business Park (BP) to Office (OF) for the development of the property for a university.

Upon changing the Comprehensive Plan Land Use designations on the property, the applicant is then requesting an amendment to the West Grand Business Park Planned Unit Development (PUD), specifically pertaining to Parcel 8, where this property is located. The requested amendment will specify Professional Commerce Park (PCP) zoning, but will only allow SIC 8221, Colleges, Universities and Professional Schools within Parcel 8 of the PUD. Once development details for the site are known, a secondary amendment to the PUD will be required to define ancillary uses to the university that will be allowed and specify bulk regulations that will apply for the actual development of the site.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: April 8, 2019

Motion: Adopt a resolution recommending the City Council approve the request to amend the City's Comprehensive Plan Land Use Map and Rezoning Request

**OUTSTANDING ISSUES:** There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: April 1, 2019*
- Staff Review and Comment
  - *Applicant's Request*
  - *Publication of Adopted Ordinance*
- Comprehensive Plan Consistency
- Findings
- Noticing Information
- Staff Recommendation and Conditions of Approval
- Property Owner/Applicant/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the

Comprehensive Plan Land Use Map amendment for approximately 85 acres to change the land use from Business Park (BP) to Office (OF) and approve the rezoning request to amend the West Grand Business Park PUD to Professional Commerce Park with an allowance for only SIC 8221, Colleges, Universities and Professional Schools within Parcel 8 of the PUD, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP **BP**

**Staff Reviews:**

Department Director	LS
Appropriations/Finance	
Legal	
Agenda Acceptance	MA

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Date(s) Published	March 29, 2019
Letter sent to surrounding property owners	March 26, 2019

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	April 1, 2019		
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 –Comprehensive Plan Amendment
  - Attachment B - Plan and Zoning Commission Resolution – Rezoning
  - Attachment C - Location Map
  - Attachment D - Comprehensive Plan Land Use Map
  - Attachment E - Proposed PUD Ordinance Amendment (Moved to Exhibit III)
- Exhibit II - Council Resolution – Approval of Comprehensive Plan Amendment
- Exhibit III - Ordinance for PUD Amendment
  - Exhibit A - West Grand Business Park PUD Sketch

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

**Meeting Date:** April 8, 2019

**Item:** West Grand Business Park – Des Moines University, Northwest corner of S. Jordan Creek Parkway and Grand Avenue – Amend Comprehensive Plan Land Use Map to change approximately 85 acres from Business Park (BP) to Office (OF) and Amend the West Grand Business Park PUD to only allow SIC 8221, Colleges, Universities and Professional Schools within Parcel 8 of the PUD – W & G McKinney Farms, LC – CPA-004256-2019/ZC-004257-2019

**Requested Action:** Recommend Approval of Comprehensive Plan Land Use Map Amendment and PUD Amendment

**Case Advisor:** Brian S. Portz, AICP **BP**

**Applicant's Request:** The applicant, Des Moines University Osteopathic Medical Center, in association with the property owner, W & G McKinney Farms, LC, is requesting approval of both a Comprehensive Plan Land Use Amendment and PUD Amendment for property located on the north side of Grand Avenue between S. 88<sup>th</sup> Street and S. Jordan Creek Parkway. The applicant is requesting to change approximately 85 acres from Business Park (BP) to Office (OF) for the development of the property for a university.

Upon changing the Comprehensive Plan Land Use designations on the property, the applicant is then requesting an amendment to the West Grand Business Park Planned Unit Development (PUD), specifically pertaining to Parcel 8, where this property is located. The requested amendment will specify Professional Commerce Park (PCP) zoning, but will only allow SIC 8221, Colleges, Universities and Professional Schools within Parcel 8 of the PUD. Once development details for the site are known, a secondary amendment to the PUD will be required to define ancillary uses to the university that will be allowed and specify bulk regulations that will apply for the actual development of the site.

**History:** The property was annexed into the City in 1999 as a part of the McKinney Annexation. The property is designated as Parcel 8 within the West Grand Business Park PUD and is undeveloped nor has it ever been platted.

**City Council Subcommittee:** This item was presented to the Development and Planning City Council Subcommittee on April 1, 2019 as an informational item only. There was no discussion or disagreement expressed regarding the request.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. Staff would summarize the following key points of interest:

- **Applicant's Request:** The applicant, Des Moines University Osteopathic Medical Center, is requesting the land use amendment and amendment to the West Grand Business Park PUD to allow for the future construction of Des Moines University buildings on Parcel 8 of the PUD. At this time, the request is to amend the zoning of Parcel 8 within the PUD from Residential Medium Density (RM) to Professional Commerce Park (PCP) and will only allow for a university on the parcel. Once specifics are known about the actual development of the site, the applicant will come back with another amendment to the PUD that will provide a master plan, details of ancillary uses and the specific site development regulations for the site.
- **Publication of Adopted Ordinance:** The property owner has raised concern that if the purchase of the property does not proceed, that with the adoption of the changes, they would lose the Business Park Comprehensive Plan Land Use designated for the property. It is requested, and Staff supports, that if the land use and PUD amendments are approved, that recordation of the associated resolution and ordinance be delayed until the ownership of the property changes to Des Moines University.



**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.

**Noticing Information:** On March 29, 2019, notice for the April 8, 2019, Plan and Zoning Commission and April 15, 2019, City Council Public Hearings on this project was published in the Des Moines Register Community Section. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on March 26, 2019.

**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 Comprehensive Plan Land Use Map amendment for approximately 85 acres to change the land use from Business Park (BP) to Office (OF) and approve the rezoning request to amend the West Grand Business Park PUD to Professional Commerce Park with an allowance for only SIC 8221, Colleges, Universities and Professional Schools within Parcel 8 of the PUD, subject to the applicant meeting all City Code requirements.

**Property Owner:** W&G McKinney Farms, LC  
480 6<sup>th</sup> Street  
P.O. Box 609  
Waukee, IA 50263

**Applicant:** Des Moines University Osteopathic Medical Center  
3200 Grand Avenue  
Des Moines, IA 50312  
Attn: Mark Peiffer  
[Mark.peiffer@dmu.edu](mailto:Mark.peiffer@dmu.edu)

**Applicant's Representatives:**  
Lillis, O'Malley, Olson, Manning, Pose, Templeman, LLP  
317 6<sup>th</sup> Street, Suite 300  
Des Moines, IA 50309  
Attn: William J. Lillis  
[wllillis@lolaw.com](mailto:wllillis@lolaw.com)

**Attachments:**

Attachment A	-	Plan and Zoning Commission Resolution – Comprehensive Plan Amendment
Attachment B	-	Plan and Zoning Commission Resolution – Rezoning
Attachment C	-	Location Map
Attachment D	-	Comprehensive Plan Land Use Map
Attachment E	-	Proposed PUD Ordinance Amendment
Exhibit A	-	West Grand Business Park PUD Sketch

## RESOLUTION NO. PZC -19-030

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROXIMATELY 85 ACRES FROM BUSINESS PARK (BP) TO OFFICE (OF)**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Des Moines University Osteopathic Medical Center, in association with the property owner, W & G McKinney Farms, LC, has requested an amendment to the Comprehensive Plan Land Use Map (CPA-004256-2019) to change the land use designation of approximately 85 acres from Business Park (BP) to Office (OF) located within part of the area legally described as:

**Legal Description**

A PART OF THE SOUTH 1/2 OF SECTION 23 AND 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA LYING EAST OF SOUTH 88TH STREET, LYING NORTH OF WEST GRAND AVENUE AS FILED IN WARRANTY DEED BOOK 2009, PAGE 5064 OF THE DALLAS COUNTY RECORDER'S OFFICE, LYING WEST OF SOUTH JORDAN CREEK PARKWAY, AND LYING SOUTH OF BOONEVILLE ROAD;

EXCEPT

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION ON AS ASSUMED BEARING OF SOUTH 00°37'15" EAST A DISTANCE OF 1304.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°47'09" EAST 223.85 FEET; THENCE NORTH 81°57'09" EAST 75.82 FEET; THENCE SOUTH 13°07'23" EAST 910.12 FEET" THENCE NORTH 89°47'24" WEST 1081.38 FEET; THENCE NORTH 01°35'07" WEST 735.93 FEET; THENCE NORTH 81°44'09" EAST 587.25 FEET; THENCE NORTH 77°47'09" EAST 20.55 FEET TO THE POINT OF BEGINNING, CONTAINING 18.489 ACRES, MORE OR LESS.


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

**WHEREAS**, on April 8, 2019, this Commission held a duly-noticed hearing to consider the application for Comprehensive Plan Amendment (CPA-004256-2019).

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

**SECTION 1.** The request for a change in the land use designation from Business Park (BP) to Office (OF) for approximately 85 acres, lying north of Grand Avenue between S. 88<sup>th</sup> Street and S. Jordan Creek Parkway, is recommended to the City Council for approval.

**PASSED AND ADOPTED on April 8, 2019.**

  
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 April 8, 2019, by the following vote:

AYES: ANDERSEN, ERICKSON, COSTA, CROWLEY, DRAKE, HATFIELD, SOUTHWORTH

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

  
Recording Secretary

RESOLUTION NO. PZC-19-027

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE WEST GRAND BUSINESS PARK PUD TO DESIGNATE PROFESSIONAL COMMERCE PARK (PCP) ZONING WITH A RESTRICTION ALLOWING ONLY SIC 8221, COLLEGES, UNIVERSITIES AND PROFESSIONAL SCHOOLS USE WITHIN PARCEL 8 OF THE PUD**

**WHEREAS**, pursuant to the provisions of Title 9 of the West Des Moines Municipal Code, the applicant, Des Moines University Osteopathic Medical Center, in association with the property owner, W & G McKinney Farms, LC, has requested an amendment to the West Grand Business Park PUD (ZC-004257-2019) to designate Professional Commerce Park (PCP) zoning with a restriction allowing only SIC 8221, Colleges, Universities, and Professional Schools use within Parcel 8 of the PUD; 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 April 8, 2019, this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-004257-2019).

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

**SECTION 1.** The findings, for approval, in the staff report, dated April 8, 2019, or as amended orally at the Plan and Zoning Commission hearing of April 8, 2019, are adopted.

**SECTION 2.** REZONING REQUEST (ZC-004257-2019) to designate Professional Commerce Park (PCP) zoning with a restriction allowing only SIC 8221, Colleges, Universities, and Professional Schools use within Parcel 8 of the West Grand Business Park PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated April 8, 2019, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on April 8, 2019.

  
 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 April 8, 2019, by the following vote:

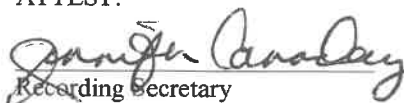
AYES: **ANDERSEN, ERICKSON, COSTA, CROWLEY, DRAKE, HATFIELD, SOUTHWOR.**

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

  
 Recording Secretary

**No conditions of approval.**

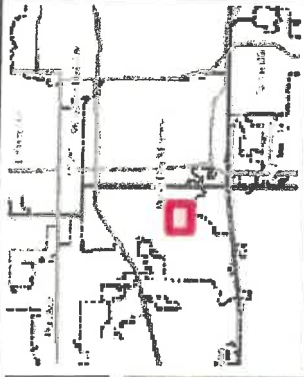
# West Grand Business Park - Parcel 8



1: 12,000

### Legend

 Corporate Limits

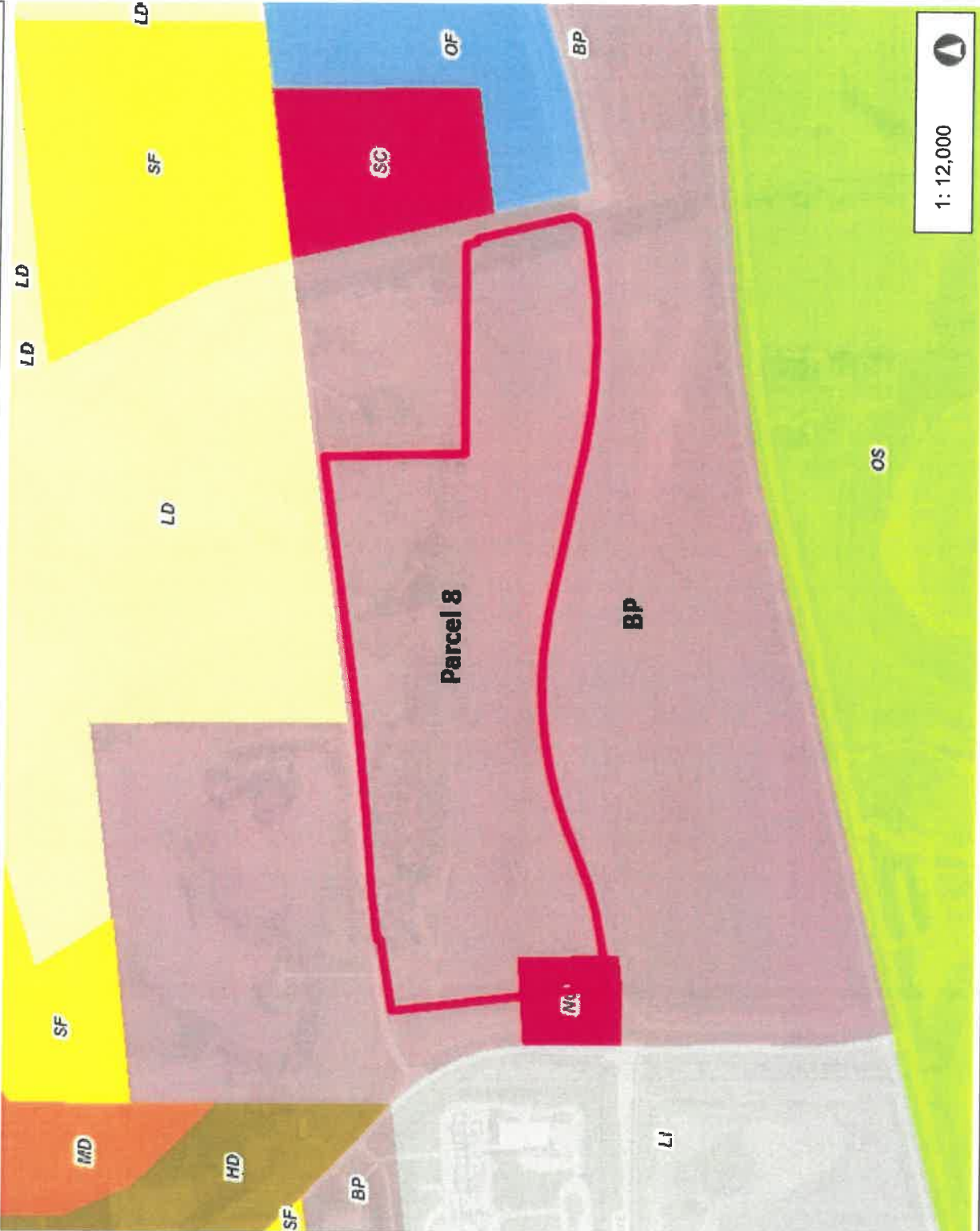


Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS, 1984, Web\_Mercator\_Auxiliary\_Sphere  
© City of West Des Moines, Iowa

# Comprehensive Plan Map



**Legend**

**Comprehensive Plan Land Use**

- OS: Open Space
- PG: Parks & Greenways
- LD: Low Density Residential
- SF: Single Family Residential
- MD: Medium Density Residential
- HD: High Density Residential
- MF: Manufactured Homes
- MU: Mixed Use
- RC: Regional Commercial
- TCC: Town Center Commercial
- CMC: Community Commercial
- SO: Support Office
- NC: Neighborhood Commercial
- SC: Support Commercial
- HC: Highway Commercial
- CVC: Convenience Commercial
- VJ SC: Valley Junction Commercial
- HBC: Historic Business
- OF: Office
- GI: General Industrial
- LI: Light Industrial
- BP: Business Park
- WR: Warehouse/Retail

**Corporate Limits**

1: 12,000



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

Prepared by: B. Portz, Development Services Dept., PO Box 65320 West Des Moines IA 50265-0320 (515) 273-0770  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-004256-2019) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR THE APPROXIMATELY 85 ACRES FROM BUSINESS PARK (BP) TO OFFICE (OF)**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner, Des Moines University Osteopathic Medical Center, in association with the property owner, W & G McKinney Farms, LC, has requested an amendment to the Comprehensive Plan Land Use Map (CPA-004256-2019) to change the land use designation of approximately 85 acres from Business Park (BP) to Office (OF) located within part of the area legally described as:

**LEGAL DESCRIPTION**

A PART OF THE SOUTH 1/2 OF SECTION 23 AND 24, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA LYING EAST OF SOUTH 88TH STREET, LYING NORTH OF WEST GRAND AVENUE AS FILED IN WARRANTY DEED BOOK 2009, PAGE 5064 OF THE DALLAS COUNTY RECORDER'S OFFICE, LYING WEST OF SOUTH JORDAN CREEK PARKWAY, AND LYING SOUTH OF BOONEVILLE ROAD;

EXCEPT

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION ON AS ASSUMED BEARING OF SOUTH 00°37'15" EAST A DISTANCE OF 1304.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°47'09" EAST 223.85 FEET; THENCE NORTH 81°57'09" EAST 75.82 FEET; THENCE SOUTH 13°07'23" EAST 910.12 FEET; THENCE NORTH 89°47'24" WEST 1081.38 FEET; THENCE NORTH 01°35'07" WEST 735.93 FEET; THENCE NORTH 81°44'09" EAST 587.25 FEET; THENCE NORTH 77°47'09" EAST 20.55 FEET TO THE POINT OF BEGINNING, CONTAINING 18.489 ACRES, MORE OR LESS.



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

**WHEREAS**, on April 8, 2019, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment (CPA-004256-2019); and

**WHEREAS**, on April 15, 2019, this City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment (CPA-004256-2019).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

SECTION 1. The findings as stated in the staff report, dated April 15, 2019, or as amended orally at the City Council hearing of April 15, 2019, are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on April 15, 2019.

---

Russ Trimble, Mayor Pro Tem

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 April 15, 2019, by the following vote:

ATTEST:

---

Ryan T. Jacobson  
City Clerk

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

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, AND ORDINANCES #1373, #1812 AND #2299 PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT REGULATIONS AND GUIDELINES, SPECIFICALLY PUD #54 WEST GRAND BUSINESS PARK**

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

**SECTION 1. AMENDMENT:** Amend Ordinances 1373, 1812, and 2299, pertaining to the West Grand Business Park PUD, complete ordinance, is hereby amended by replacing the PUD sketch plan with Exhibit A.

**SECTION 2. AMENDMENT:** Amend Ordinances 1373, 1812, and 2299, Section 054-05: *Land Use Design Criteria*, Subsection D is hereby amended by deleting the following strike-through and highlighted text and adding the bold, italicized text:

- D. Parcels ~~4, and 7~~ ~~and 8~~: All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the RM Residential Medium Density District shall apply to any development in Parcels 4, ***and 7 and 8*** as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this Ordinance. The maximum density for any development within these parcels shall not exceed twelve (12) dwelling units per acre.
1. Allowed Uses: Uses allowed within these parcels shall be permitted as identified pursuant to Table 5.1 of Title 9 of the West Des Moines City Code for the RM Residential Medium Density District, unless modified otherwise within this Section. In addition to the uses listed in Table 5.1 for the RM District of Title 9 of the City Code the following uses shall be permitted:  
  
Agricultural production - crops (SIC 01) including sod farms and noncommercial grain storage.
  2. Architecture Requirements: The architecture of multiple-family buildings within these parcels shall be acceptable to the City and accomplished in a manner compatible with the adjoining residential uses in the neighborhood. Architectural design for multi-family buildings shall attempt to express a creative presentation of exterior building materials, exterior details and texture, treatment of windows and doors, and use of angles and multiplicity of planes within the wall and roof design to lessen the plainness of appearance which can be characteristic of large residential buildings. No more than eight (8) dwelling units side by side in a row on any side of a building shall be permitted. A maximum of twelve (12) dwelling units per building shall be permitted. Brick elements shall be incorporated into the architecture of all sides of a building to integrate the commercial and residential uses through similarity of building materials and style.

3. Bulk Regulations: The bulk regulations and setbacks of the Residential Medium Density District shall apply to any development in Parcels 4, ~~and 7 and 8~~, unless modified otherwise herein.
4. Open Space Required: Within each development there shall be provided an open space equal to at least twenty five percent (25%) of the total lot area; said space shall be unencumbered with any structure or off-street parking and shall be landscaped and well maintained with grass, trees and shrubbery, except for areas used as pedestrian walks and ingress-egress drives. In addition, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped area shall be in addition to the open space requirements noted above for the total lot area. Landscaped islands within the parking area shall have ground cover of grass (i.e., sod), shrubs or other acceptable living plant life, unless an alternate ground cover is specifically approved as part of the site plan review by the City. Inorganic mulches in the landscape islands shall not be considered acceptable.

Emphasis should be placed on the protection and preservation of any environmentally sensitive areas as part of the development of the property. Environmental resources (trees, drainageways, natural areas, and open space etc.) shall be preserved, wherever practical, through the design development and protection measures.

5. Pedestrian Access: Site plans and plats shall incorporate an internal pedestrian and bicycle trail system which connects to public transit and City-wide trails system adjacent to the project. Particular emphasis shall be placed upon providing pedestrian access, if possible, to the office, commercial, and industrial areas adjoining the property to encourage the residents of the development to utilize alternative modes of transportation.

**SECTION 3. AMENDMENT.** Ordinance #1373, #1812 and #2299, pertaining to the **West Grand Business Park Planned Unit Development (PUD)**, Section 054-05: *Land Use Design Criteria*; is hereby amended by adding a new subsection F with the following bolded italicized text and renumbering existing subsections F, G and H accordingly:

- F. Parcel 8: All general regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Professional Commerce Park (PCP) District shall apply to Parcel 8, however, a primary use of SIC 8221: Colleges, Universities and Professional Schools shall be the only use allowed. With the exception of grading when done as part of City approved Grading Plans, prior to any site work occurring within Parcel 8, an amendment to the West Grand Business Park Planned Unit Development (PUD) Ordinance shall be required which provides a master plan for development of Parcel 8, identifies ancillary uses to SIC 8221 to be allowed and details specific site development regulations.*

**SECTION 4. REPEALER.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**SECTION 5. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of 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 6. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 7. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or

subsection of this Ordinance.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and

publication as provided by law.

Passed and approved by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

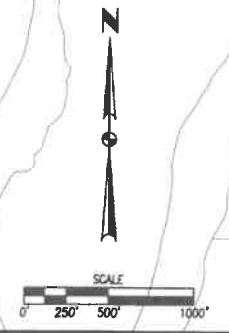
\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



FILE: H:\2017\1711635\1711635-SETUP\PLAN\1711635-SETUP.PLAN-DWG  
DATE: 7/27/17  
DRAWN BY: J. B. B. (JBB)  
CHECKED BY: J. B. B. (JBB)  
DATE PLOTTED: 7/27/17 11:24 AM  
COMMENTS:  
END



DATE

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
ENGINEER: \_\_\_\_\_ TECH: \_\_\_\_\_



**WEST GRAND BUSINESS PARK**  
**PUD PARCEL MAP**  
WEST DES MOINES, IOWA

1711635  
1/1

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

**ITEM:** Approval to execute a Development Agreement between Dalton Partners, LLC, Mega St. Kilda LLC, and the City of West Des Moines **DATE:** April 15, 2019

**RESOLUTION:** Approval of Development Agreement

**FINANCIAL IMPACT:** Based on the approved Historic West Des Moines Urban Renewal Plan and the attached development agreement between the City, Dalton Partners, LLC, and Mega St. Kilda LLC, the City anticipates providing incentives in the form of property tax rebates not to exceed \$172,950 under the Property Tax Rebate program. These costs will be funded by incremental property tax revenues generated by the property. Please note: this figure of total rebates has been updated since the previous Council decision to consider this project ('\$130,350,' March 4, 2019), due to an increase in the minimum assessment agreement figure.

**BACKGROUND:** On September 6, 2016, the City Council adopted a resolution creating the Property Tax Rebate Pilot Program to stimulate economic development activity in certain parts of the City. Essentially, the program would provide a five year, 100% rebate of the incremental increase in property taxes on a property if the owner of the property would expend a minimum of \$500,000 on building upgrades/construction. The program also required the creation/retention of a minimum of five (5) full-time equivalent (FTE) jobs. On December 12, 2016, the City Council amended the Property Tax Rebate Program to clarify and modified the program guidelines to extend the minimum assessment agreement to a minimum of ten (10) years.

In this particular case, the developer, Dalton Partners, LLC, is going to undertake the renovation of a 7,200-square-foot building at 333 5<sup>th</sup> Street. Mega St. Kilda LLC has committed to create sixteen (16) full-time positions.

On November 26, 2018, Dalton Partners, LLC filed an application with the City to be considered for the Property Tax Rebate Program.

At the February 21, 2019, F&A Subcommittee meeting, the Subcommittee members recommended approval of the initiation of the Development Agreement and approval of this applicant under the Property Tax Rebate program.

At the March 4, 2019, City Council meeting, the Council approved of this application under the Property Tax Rebate program and the initiation of the Development Agreement.

Attached to this Development Agreement as an addendum is the Collateral Assignment of Development Agreement, which explains the developer's relationship with its lender.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt the resolution approving the Development Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Katie Hernandez, Business Development Coordinator, Community & Economic Development KH

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Director	CEV
Appropriations/Finance	Tim Stiles, Finance Director	TS
Legal		
Agenda Acceptance		

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Date(s) Published	4/5/2019
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Finance & Administration		
Date Reviewed	February 21, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Development Agreement
- Exhibit II - Resolution

AGREEMENT FOR PRIVATE DEVELOPMENT

By and among

CITY OF WEST DES MOINES, IOWA AND

DALTON PARTNERS, LLC

AND

MEGA ST. KILDA LLC

\_\_\_\_\_, 2019



## AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the CITY OF WEST DES MOINES, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended ("Urban Renewal Act"), DALTON PARTNERS, LLC, an Iowa limited liability company, having offices for the transaction of business at 108 3<sup>rd</sup> Street, Suite 219, Des Moines, Iowa ("Developer"), and MEGA ST. KILDA LLC, an Iowa limited liability company, having offices for the transaction of business at 300 SW 5<sup>th</sup> Street, Des Moines, Iowa ("Tenant"). The City, Developer, and Tenant are the Parties to this Agreement.

### WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Historic West Des Moines Urban Renewal Area (the "Urban Renewal Area"), which is described in the Urban Renewal Plan originally approved for such area by Resolution No. 17-04-03-14 on April 3, 2017 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been recorded among the land records in the offices of the Recorder of Polk County, Iowa; and

WHEREAS, Developer has proposed to acquire certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer shall complete, or cause the completion of, the Minimum Improvements on the Development Property; and

WHEREAS, Tenant shall operate its business at the Minimum Improvements on the Development Property and commit to hire and retain employees in the community; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Annual Certification means the certifications that the Developer and Tenant must complete and submit to the City each year as described in Section 5.7 of this Agreement and attached as Exhibits E and F.

Area or Urban Renewal Area means the area known as the Historic West Des Moines Urban Renewal Area.

Base Valuation shall mean the taxable valuation of the Development Property as of January 1, 2018.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of West Des Moines, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the dated date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspection division of the City as required by applicable City codes.

Developer means Dalton Partners, LLC, an Iowa limited liability company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 6.1 of this Agreement.

Development Property means that portion of the Historic West Des Moines Urban Renewal Area described in Exhibit A.

Development Property TIF means the Incremental Property Tax Revenues derived relative to the Minimum Improvements and the Development Property measured from and above the Base Valuation divided and made available to the City for deposit in to the Dalton Partners, LLC Subfund of the Historic West Des Moines Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Historic West Des Moines Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Event of Default means any of the events described in Section 9.1 of this Agreement that have continued beyond applicable notice and cure periods.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the acquisition of the Development Property, the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means either (i) an employee who works at least 40 hours per week or 2,000 hours per year; or (ii) any combination of employees who, in the aggregate, work at least forty hours per week at least 2,000 hours per year.

Incremental Property Tax Revenues means the amount of dollars calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Development Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Dalton Partners, LLC Subfund means a separate account within the Historic West Des Moines Urban Renewal Tax Increment Revenue Fund of the City in which Development Property TIF received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

Minimum Improvements means the renovation of an existing building, and related improvements, for use in the business operations of a high-end, full-service restaurant with a bakery as more particularly described in Exhibit B to this Agreement.

Minimum Actual Value means the actual value assigned to the Minimum Improvements (including taxable equipment) and the Development Property, pursuant to the Minimum Assessment Agreement entered into between the parties and the County Assessor.

Minimum Assessment Agreement means the minimum assessment agreement in the form of Exhibit G attached hereto.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer, as applicable, under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article IV of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means Ordinance Number 2232 of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Historic West Des Moines Urban Renewal Tax Increment Revenue Fund.

Payments means the payments to be made by the City to the Developer under Article VII of this Agreement.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

State means the State of Iowa.

Tenant shall mean Mega St. Kilda LLC, an Iowa limited liability company, and each assignee that assumes in writing all of the obligations of the Tenant under this Agreement with the written consent of the City as provided in Section 6.1 of this Agreement

Term means the time period beginning on and including the Commencement Date and ending on and including the Termination Date.

Termination Date means the date of termination of this Agreement, as established in Section 10.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City- claimed delay).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Historic West Des Moines Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. This Agreement has been duly and validly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by Developer and Tenant, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Dalton Partners, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City and Tenant, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument

of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall meet, in a timely manner, subject to Unavoidable Delays, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

i. The construction of the Minimum Improvements will require a total investment of not less than \$1,500,000.

j. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by April, 2020.

l. Developer would not undertake its obligations under this Agreement without the Payments being made to Developer pursuant to this Agreement.

Section 2.3. Representations and Warranties of Tenant. Tenant makes the following representations and warranties:

a. Mega St. Kilda LLC, is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Tenant and, assuming due authorization, execution, and delivery by the City and Developer, is in full force and effect and is a valid and legally binding instrument of Tenant enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will result in a violation or breach of the terms, conditions, or provisions of the governing documents of Tenant or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Tenant is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Tenant in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Tenant or which in any manner raises any questions affecting the validity of the Agreement or Tenant's ability to perform its obligations under this Agreement.

e. Tenant will occupy the Minimum Improvements on the Development Property and maintain its business operations and add and retain employees at the Minimum Improvements until at least the Termination Date, subject to the terms and conditions of this Agreement and the lease between Developer and Tenant.

f. Tenant has not received any notice from any local, State, or federal official that the activities of Developer or Tenant with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Tenant is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Tenant is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

g. Tenant will cooperate with the City in resolution of any traffic, parking, trash

removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

h. Tenant would not undertake its obligations under this Agreement without the Payments being made to Developer by the City pursuant to this Agreement.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of not less than \$1,500,000 in construction costs.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, other than those related to the approval of the Construction Plans, or the provision of applicable federal, State, and local laws, ordinances, and regulations, provided that such approval shall be construed as compliance with the requirements of Section 3.2(i)-(v).

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.



Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than April, 2020; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official under Section 3.2 or any amendments thereto as may be approved by the building official.

Developer and Tenant agree that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site and accompaniment by Developer or any agent of Developer. Such access shall be made in a manner that shall not cause unreasonable interference with the completion of the Minimum Improvements.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Polk County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. INSURANCE

##### Section 4.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage to the extent required by applicable law or not otherwise waived by Developer's members in accordance with applicable law.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and reasonably approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article IV to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to Developer and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article IV, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

#### ARTICLE V. FURTHER COVENANTS OF DEVELOPER AND TENANT

Section 5.1. Maintenance of Development Property. During the Term of this Agreement, Developer will maintain, preserve, and keep the Development Property (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Maintenance of Records. During the Term of this Agreement, Developer and Tenant will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer and Tenant relating to this Project, and Developer and Tenant will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws. Developer and Tenant, at such time as each party has possession and control of the Development Property, will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 5.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer and Tenant, each for themselves, shall not discriminate against any employees or applicants for employment on the basis of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status and shall include a similarly non-discrimination provision in all agreements associated with their business agreements with the City.

Section 5.5. Available Information. Upon request, Developer and Tenant shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 5.6. Employment. Tenant shall employ and retain a total Monthly Average of at least sixteen (16) Full-Time Equivalent Employment Units at the Development Property from the time of Tenant's occupancy of a portion of the Minimum Improvements (but no later than April, 2020) until October 2025 [or October 2026 if the schedule of Payments is delayed as set forth in Section 7.1(b)]

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Tenant's Annual Certification in Section 5.7 and in Exhibit F.

Section 5.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer and Tenant hereunder, duly authorized officers of Developer and Tenant, as applicable, shall provide Annual Certifications to the City.

Until such time as Developer is released from its obligations hereunder, Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year; (ii) the date of the first full assessment of the Minimum Improvements and the fully assessed value; (iii) proof of occupancy of the Minimum Improvements; and certification that such officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by Developer hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Furthermore, the Developer's Annual Certification shall include the calculation and reporting of an amount (the "Developer's Estimate") equal to the estimated Development Property TIF anticipated to become available in the fiscal year immediately following such Annual Certification with respect to the Development Property and the Minimum Improvements. In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as part of Exhibit E. The City reserves the right to review and request revisions to each Developer's Estimate to ensure the accuracy of the figures submitted.

Tenant shall annually provide to the City (i) certifications of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (ii) certifications that such officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by the certifying party hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificates required above shall be provided not later than October 15 of each year during the Term, commencing October 15, 2020. Developer and Tenant shall provide supporting information germane to each of their respective Annual Certifications upon request of the City. *See* Exhibit E for the form required for Developer's Annual Certification and Exhibit F for the form required for Tenant's Annual Certification.

Section 5.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 5.9. Term of Operation. Developer and Tenant will enter into a lease (the "Lease") with a term in effect as of the completion date for the Minimum Improvements and continuing through the Termination Date of this Agreement, during which period the Tenant will maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 5.6. If either Developer or Tenant terminates the Lease prior to the Termination Date it shall be an Event of Default under this Agreement. The entering into of the Lease by Developer and Tenant shall not be considered a transfer in violation of Section 6.1 of this Agreement.

## ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 6.1. Status of Developer and Tenant; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer and Tenant under this Agreement, Developer and Tenant represent and agree that, prior to the Termination Date, Developer and Tenant will maintain their existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer and Tenant (as the case may be) under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent by the City shall not be unreasonably withheld. Notwithstanding the foregoing, however, or any other provisions

of this Agreement, Developer or Tenant, or both, may pledge any and/or all of their assets as security for any financing of the Minimum Improvements and/or acquisition or operation of the Development Property, and the City agrees that Developer and Tenant, or both, may assign their interest under this Agreement for any such purpose, without any further consent by the City.

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the Term of this Agreement, Developer, or its successors or assigns, agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code §§ 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VII. ECONOMIC DEVELOPMENT PAYMENTS

### Section 7.1. Payments.

a. Number of Payments. In recognition of the Developer's and the Tenant's obligations set out above, the City agrees to make five (5) annual Payments to the Developer during the Term, pursuant to Chapters 15A and 403 of the Code, provided, however, that the aggregate amount of the Payments shall not exceed \$172,950 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

b. Schedule of Payments. This Agreement assumes that the new valuation from the Minimum Improvements will go onto the Polk County property tax rolls as of January 1, 2021. Accordingly, Payments will be made on or before each June 1 of each fiscal year, commencing June 1, 2023, and continuing through and including June 1, 2027, or until such earlier date upon which the total Payments equal to the Maximum Payment Total have been made. The amount of each Payment shall be determined using the following formula:

June 1, 2023	100% of Development Property TIF for Fiscal Year 2022-2023
June 1, 2024	100% of Development Property TIF for Fiscal Year 2023-2024
June 1, 2025	100% of Development Property TIF for Fiscal Year 2024-2025
June 1, 2026	100% of Development Property TIF for Fiscal Year 2025-2026
June 1, 2027	100% of Development Property TIF for Fiscal Year 2026-2027

The above schedule of the Payments is based on the first full assessment of the Minimum Improvements being January 1, 2021. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2021, then the first Payment will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Payments be delayed more than one year, meaning that the latest potential date for Developer's first Payment, if eligible, is June 1, 2024.

c. Amount of Payments. The Payment to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2023, the maximum amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2021). Furthermore, the amount of each such Payment shall not exceed the amount of Development Property TIF (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer under the terms of the Ordinance deposited into the Dalton Partners, LLC Subfund (excluding any interest that may accrue thereon prior to payment to Developer) during the twelve-months immediately preceding the extant Payment due date, but subject to limitation and adjustment as provided in this Article.

d. Limitation to Minimum Improvements. Payments are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Payments, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 7.2. Conditions Precedent. Notwithstanding the provisions of Section 7.1 above, the obligation of the City to make a Payment in any year shall be subject to and conditioned upon the following:

(a) compliance with the terms of this Agreement by Developer and Tenant including, but not limited to, the employment obligations in Section 5.6 of this Agreement, and payment of property taxes;

(b) timely filing by Developer and Tenant of the Annual Certifications required under Section 5.7 hereof and the Council's approval thereof;

(c) continual use of the Development Property and Minimum Improvements by Tenant, which, for purposes of this Agreement, shall mean customary business operations of a full-service restaurant from time to time;

(d) the construction of the Minimum Improvements must have cost at least \$1,500,000 (and the Developer shall provide receipts or other reasonable evidence to the City to substantiate the expenditure of this amount, if requested);

(e) execution of the Minimum Assessment Agreement by Developer and all lienholders and mortgage holders to the Development Property contemporaneous to execution of this Agreement; and

(f) compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property as set out in the Minimum Assessment Agreement.

In the event that an Event of Default occurs or any certification filed by Developer or Tenant under Section 5.7 (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured within the applicable cure period, the City shall have the remedies set forth in Section 9.2.

Each Annual Certification filed by Developer and Tenant under Section 5.7 hereof shall be considered separately in determining whether the City shall make a Payment available to Developer under this Section. Under no circumstances shall the failure by Developer or Tenant to qualify Developer for a Payment in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Payments may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Payments only if Developer and Tenant fully comply with the provisions hereof and the Developer becomes entitled thereto, up to the maximum appropriated amount set forth in Section 7.3.

After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's and Tenant's Annual Certifications are timely filed and contain the information required under Section 5.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Development Property TIF resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 provided Developer and Tenant remain in compliance with the terms of this Agreement at the time of payment. (Example: assuming completion by April, 2020, and first full assessment on January 1, 2021, if Developer and Tenant certify in October, 2021 and the City certifies to the County by December 1, 2021, the first Payment would be paid to Developer on June 1, 2023 (for 100% of the Tax Increment for fiscal year 2022-2023) provided Developer and Tenant are in compliance with the Agreement at the time of payment). Compliance with the terms and conditions of this Agreement is a condition precedent to receiving a Payment.

Section 7.3. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, commencing in calendar year 2021 (or 2022 if delayed as set forth in Section 7.1(b) above), the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Development Property TIF to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section 5.7 above, provided however that no Payment shall be made



after June 1, 2028. Failure to appropriate the funding of part or all of a Payment shall not constitute an Event of Default.

Notwithstanding the provisions of Section 7.1 hereof, the City shall have no obligation to make a Payment to Developer if at any time during the Term the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Development Property TIF resulting from the Minimum Improvements to fund a Payment to Developer, as contemplated under said Section 7.1, is not, based on a change in applicable law since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Payments would otherwise have been paid to Developer under the terms of Section 7.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Tenant.

Section 7.4. Source of Payments. The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Development Property TIF received by the City from the Polk County Treasurer attributable to the taxable valuation of the Minimum Improvements on the Development Property, Furthermore, the Payments shall be payable from and secured solely and only by amounts deposited and held in the Dalton Partners, LLC Subfund. The City hereby covenants and agrees to maintain the Ordinance in force with respect to the Development Property during the term hereof and to make sufficient deposits of Development Property TIF, if available, into the Dalton Partners, LLC Subfund to fund the Payments. The Payments shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Payments for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Payments for which Developer is eligible.

Section 7.5. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section 7.3 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

Section 7.6. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

Developer and Tenant and their permitted successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date.

c. The assessment category for the Development Property is commercial/industrial and Developer shall not take any action to request or effect a change in such category.

Section 7.7. Minimum Assessment Agreement. As further consideration for this Agreement, the Developer shall execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value of the Development Property, with the Minimum Improvements thereon, for calculation of real property taxes in the form attached as Exhibit G ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, the Developer, the City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value of the Development Property, with the Minimum Improvements thereon, of not less than \$1,500,000 upon completion of the Minimum Improvements until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value".

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that the Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2030, but if this Agreement is earlier terminated as provided in this Agreement, the Assessment Agreement shall terminate on the same date (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2019) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

## ARTICLE VIII. INDEMNIFICATION

### Section 8.1. Release and Indemnification Covenants.

a. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties (hereafter defined), Developer and Tenant release the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article VIII, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer and Tenant agree to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by Developer or Tenant against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or Tenant or their officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants, or employees.

d. The provisions of this Article VIII shall survive the termination of this Agreement.

## ARTICLE IX. REMEDIES

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Failure by Developer or Tenant to comply with Sections 5.6, 5.7, 5.8, or 5.9 of

this Agreement, as applicable;

c. Transfer of Developer's interest in the Development Property, Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. Except as otherwise provided in this Agreement, failure by Developer or Tenant to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents, and such mortgage holder has not agreed to assume the obligations of Developer or Tenant, as applicable, hereunder.

g. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;

or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;

h. Any representation or warranty made by Developer or Tenant in this Agreement or in any written statement or certificate furnished by Developer or Tenant pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof;

i. Failure of the Developer or any lienholder to execute or comply with the Minimum Assessment Agreement; or

j. Failure of the City to comply with the terms of this Agreement.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 (a) through (i) of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer, Tenant, and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer and/or Tenant does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer and/or Tenant, deemed adequate by the City, that Developer and/or Tenant will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement, in which case, the Assessment Agreement shall also be terminated;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer and/or Tenant, as the case may be, under this Agreement; or

e. The City will have no obligation to make Payments to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Payments previously made to Developer under Article VII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

Whenever any Event of Default referred to in Section 9.1(j) of this Agreement occurs and is continuing, Developer and Tenant may, after the giving of thirty (30) days' written notice to the City of the Event of Default, and the City's failure to cure said Event of Default within said thirty (30) days or, if the Event of Default cannot reasonably be cured within thirty (30) days, the City's failure to commence cure of such Event of Default within said thirty (30) day period and thereafter pursue said cure with reasonable diligence, terminate this Agreement and the Assessment Agreement, and/or pursue any right or remedy available at law or in equity.

Section 9.3. No Remedy Exclusive. Except as otherwise expressly provided in this Agreement, no remedy herein conferred upon or reserved to a party hereto is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Except as otherwise expressly provided in this Agreement, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

Section 9.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer shall pay to the City an amount equal to the reasonable and customary costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City, associated with the preparation and adoption of any necessary amendment to the Urban Renewal Plan and negotiation, drafting and authorization of this Agreement, but, in no case, an amount exceeding \$10,000. Payment by Developer of such costs will be made by Developer to the City within 30 days of the date on which the City presents a statement to Developer demonstrating such costs, or if not previously paid the costs shall be deducted from the first Payment.

b. Whenever any Event of Default occurs and a party hereto shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of another party hereto herein contained, the non-prevailing party shall, on demand therefor, pay to the prevailing party or parties, such prevailing party's (or parties') reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the prevailing party (or parties) in connection therewith.

ARTICLE X. MISCELLANEOUS

Section 10.1. Conflict of Interest. Developer and Tenant represent and warrant that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Dalton Partners, LLC at 108 3<sup>rd</sup> Street, Suite 219, Des Moines, Iowa 50309, Attn: Scott Cutler, Manager;

- b. In the case of Tenant, is addressed or delivered personally to Mega St. Kilda LLC at 300 SW 5<sup>th</sup> Street, Des Moines, Iowa 50390, Attn: Alexander Hall, Owner;
- c. In the case of the City, is addressed to or delivered personally to the City at 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan Jacobson, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 10.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 10.8. Termination Date. This Agreement shall Terminate on December 31, 2030, or as otherwise provided herein.

Section 10.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 10.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor Pro Tem and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer and Tenant have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]



(SEAL)

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro Tem

ATTEST:

By: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

STATE OF IOWA                                    )  
  ) SS  
COUNTY OF POLK                                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

DALTON PARTNERS, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_,  
2019, by Scott Cutler as a Manager of Dalton Partners, LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

MEGA ST. KILDA LLC

By: \_\_\_\_\_  
Alexander Hall, Owner

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_, 2019, by Alexander Hall as Owner of Mega St. Kilda LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5<sup>th</sup> Street, West Des Moines, Iowa

## EXHIBIT B

### MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the renovation of an existing building for use in the business operations of a high-end, full-service restaurant with a bakery. The construction of the Minimum Improvements are expected to be completed by April, 2020. Construction costs for the Minimum Improvements, including costs of acquisition and installation of permanent fixtures, are expected to be no less than \$1,500,000.

The assessed value of the Development Property after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$1,500,000 pursuant to the Minimum Assessment Agreement entered into by and among the City, the Developer, and the Polk County Assessor.

A preliminary site plan for the Minimum Improvements is attached as Exhibit B-1. A final site plan further describing the Minimum Improvements will be attached as Exhibit B-1 when completed and approved.

EXHIBIT B-1

[See Site Plan approved by the City]

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of West Des Moines, Iowa (the "City"), Dalton Partners, LLC (the "Developer"), and Mega St. Kilda LLC (the "Tenant") did on \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5<sup>th</sup> Street, West Des Moines, Iowa

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Polk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_

Russ Trimble, Mayor Pro Tem

ATTEST:

By: \_\_\_\_\_

Ryan T. Jacobson, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**EXHIBIT D**

**Type of Document:** **MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT  
AMONG THE CITY OF WEST DES MOINES, DALTON PARTNERS,  
LLC, and MEGA ST. KILDA LLC**

**Return Document to:** **Ryan T. Jacobson  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
West Des Moines, IA 50265**

**Preparer Information:** **John P. Danos  
Dorsey & Whitney, LLP  
801 Grand Avenue, Suite  
4100 Des Moines, IA  
50309 (515) 283-1000**

**Taxpayer Information:** **N/A**

GRANTORS: N/A

GRANTEES: N/A

**LEGAL DESCRIPTION:**

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5<sup>th</sup> Street, West Des Moines, Iowa

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of West Des Moines, Iowa (the "City"), Dalton Partners, LLC, an Iowa limited liability company ("Developer"), and Mega St. Kilda LLC, an Iowa limited liability company ("Tenant"), did on \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Tenant agreed, in accordance with the terms of the Agreement and the Historic West Des Moines Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within Historic West Des Moines Urban Renewal Area.

The Development Property is described as follows:

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5<sup>th</sup> Street, West Des Moines, Iowa

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and terminates on December 31, 2030, or as otherwise set forth in the Agreement.

WHEREAS, the City, Developer, and Tenant desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

IN WITNESS WHEREOF, the City, Tenant and Developer have executed this Memorandum of Agreement for Private Development on \_\_\_\_\_, 2019.

[Signatures Start on Next Page]

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro Tem

ATTEST:

By: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

DALTON PARTNERS, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_,  
2019, by Scott Cutler as a Manager of Dalton Partners, LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

MEGA ST. KILDA LLC

By: \_\_\_\_\_  
Alexander Hall, Owner

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_,  
2019, by Alexander Hall as Owner of Mega St. Kilda LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT E

DEVELOPER ANNUAL CERTIFICATION  
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 5.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 2021, at a full assessment value of \$ \_\_\_\_\_, and are currently assessed at \$ \_\_\_\_\_;

(iii) The Minimum Improvements are occupied by the following commercial enterprise(s) employing individuals therein:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach proof of occupancy (e.g., a rent roll with occupant's name or a signed statement on tenant's letterhead).

(iv) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officers have disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DALTON PARTNERS, LLC

By: \_\_\_\_\_  
[Name, Title]

**DEVELOPER'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20 \_\_\_\_.
- (2) Assessed Valuation of Property as of January 1, 20 \_\_\_\_;  
\$ \_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
\$282,000.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
\$ \_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$ \_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$ \_\_\_\_\_ x \$ \_\_\_\_\_ /1000 = \$ \_\_\_\_\_ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) = \$ \_\_\_\_\_ (the "Available TIF Estimate")  
  
Developer's Estimate = \$ \_\_\_\_\_



EXHIBIT F

TENANT ANNUAL CERTIFICATION  
(due by October 15th as required under terms of Development Agreement)

Tenant certifies the following:

During the time period covered by this Certification, Tenant is and was in compliance with Section 5.7 as follows:

(i) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20\_\_\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20	:	_____	April 1, 20	:	_____
September 1, 20	:	_____	March 1, 20	:	_____
August 1, 20	:	_____	February 1, 20	:	_____
July 1, 20	:	_____	January 1, 20	:	_____
June 1, 20	:	_____	December 1, 20	:	_____
May 1, 20	:	_____	November 1, 20	:	_____

(ii) The undersigned officer of Tenant is familiar with the terms and provisions of this Agreement and certifies that Tenant is not in default in the fulfillment of any of the terms and conditions of this Agreement, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MEGA ST. KILDA LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT G**

**Type of Document:** **MINIMUM ASSESSMENT AGREEMENT AMONG THE CITY OF WEST DES MOINES AND DALTON PARTNERS, LLC**

**Return Document to:** **Ryan T. Jacobson  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
West Des Moines, IA 50265**

**Preparer Information:** **John P. Danos  
Dorsey & Whitney LLP  
801 Grand Ave, Ste.  
#4100 Des Moines, IA  
50309 (515) 283-1000**

**Taxpayer Information:** **N/A**

GRANTORS: N/A

GRANTEES: N/A

**LEGAL DESCRIPTION:**

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5<sup>th</sup> Street, West Des Moines, Iowa

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among the City of West Des Moines, Iowa (the “City”), Dalton Partners, LLC (the “Developer”), and the County Assessor of Polk County (the “Assessor”).

WITNESSETH

WHEREAS, the Developer owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Historic West Des Moines Urban Renewal Area in the City; and

WHEREAS, a development agreement (the “Development Agreement”), dated \_\_\_\_\_, 2019, has been executed between the City and the Developer with respect to the renovation of existing building on the Property for use in the business operations of a full-service restaurant with a bakery (the “Project”); and

WHEREAS, the Assessor’s records show the valuation for the Property and any improvements as of January 1, 2018 to be \$282,000; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Developer desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2021, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2021, the minimum actual value which shall be assessed for the Property taking into account the improvements to be constructed thereon, shall be One Million Five Hundred Thousand Dollars (\$1,500,000) until termination of this Agreement.

2. The Developer hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2021, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Developer acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Developer agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Developer further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed

based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. This Agreement, and the minimum assessed valuation established herein, shall be effective until December 31, 2030, except as otherwise provided in the Development Agreement.

5. Nothing herein shall be deemed to waive the Developer's rights under Section 403.6(19) Code of Iowa, (2019) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

6. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6.

7. All lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Developer, including the Development Agreement.

EXHIBIT A

(Legal Description of Property)

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

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5<sup>th</sup> Street, West Des Moines, Iowa

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro Tem

ATTEST:

By: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

DALTON PARTNERS, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on this \_\_\_\_\_ of \_\_\_\_\_,  
2019, by Scott Cutler as a Manager of Dalton Partners, LLC, an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_ and that said instrument was signed on behalf of said Developer, and that the said \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said domestic Developer by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_



CERTIFICATION OF ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than One Million Five Hundred Thousand Dollars (\$1,500,000) until termination of the Agreement.

\_\_\_\_\_  
County Assessor for Polk County,  
State of Iowa

STATE OF IOWA )  
 ) SS  
COUNTY OF POLK )

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the County of Polk,  
Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## **COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Assignment") is made and entered into as of the \_\_\_\_ day of April, 2019, by and among **DALTON PARTNERS, LLC**, an Iowa limited liability company ("Assignor"), **THE CITY OF WEST DES MOINES, IOWA**, a municipal corporation (the "City"), and **LINCOLN SAVINGS BANK**, an Iowa state-chartered banking corporation ("Lender").

### Recitals

WHEREAS, Assignor and Lender have entered into that certain [Construction Loan Agreement] dated as of April \_\_\_\_, 2019 (the "Loan Agreement"), pursuant to which Lender has agreed to make certain loans to Assignor in the aggregate amount of \$2,012,300.00 (collectively, the "Loan") for the purpose of providing financing for the acquisition and development of certain property located at 333 5th Street, in West Des Moines, Iowa (the "Project"); and

WHEREAS, obligations of Assignor under the Loan is evidenced by that certain [Promissory Note] dated as of April \_\_\_\_, 2019, in the original principal amount of \$1,797,300.00, executed by Assignor and payable to Lender, and that certain [Promissory Note] of dated as of April \_\_\_\_, 2019, in the original principal amount of \$215,000.00 (collectively, the "Notes"), executed by Assignor and payable to Lender; and

WHEREAS, the Notes are secured by, among other things, (i) that certain [Mortgage] dated as of April \_\_\_\_, 2019 (the "Mortgage"), executed by Assignor, in favor of Lender, encumbering the Project and (ii) that certain [Assignment of Leases and Rents] dated as of April \_\_\_\_, 2019 (the "Assignment"), executed by Assignor, in favor of Lender; and

WHEREAS, the City and Assignor, among others, have entered into that certain Agreement for Private Development (the "Development Agreement"), pursuant to which the City has agreed to provide certain tax increment financing in connection with the Project; and

WHEREAS, Lender has required, as an express condition to making the Loan, that Assignor assign its rights under the Development Agreement to Lender to secure the obligations of Assignor under the Notes and the Loan Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Lender and the City hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. Assignment. Assignor hereby assigns to Lender all of its right, title and interest in and to the Development Agreement, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter, to secure the obligations of Assignor under the Notes and the Loan Agreement. Lender acknowledges that this Assignment is subject to the terms and conditions of the Development Agreement. Nothing contained in this Assignment shall constitute Lender's assumption of any duties of Assignor, unless and until Lender elects to do so in writing to the City, as required by the Development Agreement, nor shall it constitute a release of Assignor from its obligations, under the Development Agreement.

3. Assignor Representations and Warranties. Assignor hereby represents and warrants to Lender that there have been no prior assignments of its rights under the Development Agreement, that the Development Agreement is a valid and enforceable agreement, that Assignor is not, and to the best of Assignor's knowledge, the City is not, in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. Except for the Lease (as defined in the Development Agreement), without the Lender's prior, written consent, Assignor agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Assignment is in effect. Nothing herein shall limit any City consent requirements to the foregoing under the Development Agreement.

4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment. Notwithstanding the foregoing or anything in this Assignment to the contrary, at any time prior to a Default (defined below), Lender grants to Assignor a revocable license to collect and receive the payments, as they become due, under the Development Agreement, and to retain and use such payments for the construction, operation and maintenance of the Project, and to exercise all rights as Developer (as defined in the Development Agreement) under the Development Agreement, in each case subject to the terms hereof, the Mortgage and the other Loan Documents. Upon a Default, Lender may notify City of such Default and upon the City's receipt of such notice of Default, subsequent payments due under the Development Agreement, if any, shall be paid to Lender at the address set forth in Section 12.

5. Attorney-in-Fact. Upon the occurrence of a default or event of default under either of the Note or the Loan Agreement and the continuance beyond any applicable cure period (a "Default"), without affecting any of Lender's rights or remedies against Assignor under any other Loan Document, Assignor shall be deemed to have irrevocably appointed Lender as Assignor's attorney-in-fact to exercise any or all of Assignor's rights in, to and under the Development Agreement and to give appropriate receipts, releases and satisfactions on behalf of Assignor in connection with the performance by any party to the Development Agreement and to do any or all other acts in Assignor's name or in Lender's own name that Assignor could do

under the Development Agreement with the same force and effect as if this Assignment had not been made. In addition, upon a Default, Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Iowa with respect to any payments assigned hereunder. Assignor hereby authorizes Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to Lender hereunder.

6. City Consent. The City hereby consents and agrees to the terms and conditions of this Assignment. The City further represents and warrants to Lender that the Development Agreement is a valid agreement enforceable in accordance with its terms, that the City is not in default under the Development Agreement and that all of the City's covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof. To the best knowledge of the City, (a) Assignor is not in default under the Development Agreement, and (b) all of Assignor's covenants, conditions and agreements have been performed as required therein.

7. Intentionally Deleted.

8. Consent to Mortgage. Notwithstanding anything to the contrary contained in Section 6.1 of the Development Agreement, the City consents to the Mortgage and the Assignment.

9. City Notice. The City agrees to provide Lender with copies of any notice of default given under the Development Agreement, and that Lender shall have the right, but not the obligation, to cure such default within the time period set forth in the Development Agreement.

10. No Amendment. Assignor hereby agrees that no material change or amendment shall be made to terms of the Development Agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

11. Intentionally Deleted.

12. No Waiver. This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the parties hereto. A waiver by a party hereto shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of a party's rights or remedies hereunder. All rights and remedies of a party shall be cumulative and shall be exercised singularly or concurrently, at the enforcing party's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

13. Continuing Obligations. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the City contained in the Development Agreement. Except as expressly contemplated in Section 4, above, upon a Default, no provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of Assignor contained in the Development Agreement.

14. Notice. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the City:

City of West Des Moines  
4200 Mills Civic Parkway  
P.O. Box 65320  
West Des Moines, Iowa 50265-0320  
Attention: Ryan Jacobson

If to Assignor:

Dalton Partners, LLC  
Attention: Scott Cutler  
108 3<sup>rd</sup> Street, Suite 219  
Des Moines, Iowa 50309

If to Lender:

Lincoln Savings Bank  
Attn: Doug Parker  
13523 University Avenue  
Clive, Iowa 50325

15. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa.

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**[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]**

**DALTON PARTNERS, LLC**, an Iowa  
limited liability company

By: \_\_\_\_\_  
Scott Cutler  
Manager

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by Scott Cutler, Manager of Dalton Partners, LLC, an Iowa limited liability company, for and on  
behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in the State of Iowa  
My commission expires: \_\_\_\_\_

**CITY OF WEST DES MOINES, IOWA**

ATTEST:

By: \_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

By: \_\_\_\_\_  
Russ Trimble  
Mayor Pro tem

STATE OF IOWA            )  
                                      ) ss  
COUNTY OF POLK        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared RUSS TRIMBLE and RYAN T. JACOBSON, to me personally known, and who, being by me duly sworn did state that they are the Mayor Pro tem and City Clerk respectively, of the City of West Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instruction is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, and that RUSS TRIMBLE and RYAN T. JACOBSON acknowledged the execution of the instrument to be the voluntary act and deed of the City of West Des Moines, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

**LINCOLN SAVINGS BANK**, an Iowa  
state-chartered banking corporation

By: \_\_\_\_\_  
Doug Parker  
Its Vice President

STATE OF IOWA            )  
  ) ss  
COUNTY OF POLK        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by  
Doug Parker, Vice President of Lincoln Savings Bank, an Iowa state-chartered banking  
corporation, for and on behalf of the Iowa state-chartered banking corporation.

\_\_\_\_\_  
Notary Public



RESOLUTION \_\_\_\_\_

Resolution Approving Development Agreement with Dalton Partners, LLC and Mega St Kilda LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Development Agreement; and Approving Collateral Assignment of Development Agreement with Dalton Partners, LLC and Lincoln Savings Bank

WHEREAS, the City of West Des Moines, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Historic West Des Moines Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Development Agreement”) among the City, Dalton Partners, LLC (the “Developer”) and Mega St Kilda LLC (the “Tenant”) has been prepared in connection with the renovation of an existing building (the “Project”) for use by the Tenant in the operations of a full-service restaurant and bakery in the Urban Renewal Area; and

WHEREAS, under the Development Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$172,950; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Development Agreement on April 15, 2019, and has otherwise complied with statutory requirements for the approval of the Development Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

WHEREAS, the Developer has requested that the City enter into a certain Collateral Assignment of Development Agreement (the “Assignment Agreement”) pursuant to which the

City would consent to the assignment of the Developer's rights under the Development Agreement to Lincoln Savings Bank (the "Bank") in order to secure the Developer's obligations to the Bank for certain loans made to the Developer by the Bank in connection with the Project;

NOW, THEREFORE, It Is Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the West Des Moines and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Development Agreement and providing the incremental property tax payments to the Developer thereunder.

Section 3. The Development Agreement is hereby approved, and the Mayor Pro Tem and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of the City, in substantially the form and content in which the Development Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel or the City Attorney, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Development Agreement.

Section 4. All payments by the City under the Development Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Development Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Development Agreement shall be payable solely from a subfund (the "Dalton Partners, LLC Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Section 5. The City hereby pledges to the payment of the Development Agreement the Dalton Partners, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made

under the Development Agreement unless and until monies from the Dalton Partners, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Dalton Partners, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. The Assignment Agreement is hereby approved, and the Mayor Pro Tem and City Clerk are hereby authorized and directed to execute and deliver the Assignment Agreement on behalf of the City, in substantially the form and content in which the Assignment Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel or the City Attorney, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Assignment Agreement.

Section 8. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved April 15, 2019.

---

Mayor Pro Tem

Attest:

---

City Clerk

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

**ITEM:** Approval to execute a Development Agreement between Dalton Partners, LLC, Mega St. Kilda LLC, and the City of West Des Moines **DATE:** April 15, 2019

**RESOLUTION:** Approval of Development Agreement

**FINANCIAL IMPACT:** Based on the Historic West Des Moines Urban Renewal Plan, and the attached development agreement between the City, Dalton Partners, LLC, and Mega St. Kilda LLC, the City anticipates providing incentives to Mega St. Kilda LLC in the form of a 1:1 matching grant for regulatory compliance projects not to exceed \$75,000, and a zero-interest loan for property improvement projects not to exceed \$75,000, repayable over ten (10) years. The final amount will be dependent upon receipts submitted to the City for review and approval.

**BACKGROUND:** On February 6, 2017, the City Council adopted a resolution creating the Property Improvement Fund (PIF) Pilot Program to provide assistance to property owners for renovation and upgrade of older commercial, office, industrial, and mixed-use properties within the Historic West Des Moines Urban Renewal Area. The program is structured as a zero-interest loan, based on a reimbursement basis, and repayable to the City within 5 to 10 years. The original structure required the applicant to sign a minimum assessment agreement to repay the loan in full through an increase in property taxes. This repayment structure within the program was later amended. The program requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On February 6, 2017, the City Council adopted a resolution creating the Regulatory Compliance Fund (RCF) Pilot Program to assist property owners with costs of compliance with government regulations within the Historic West Des Moines Urban Renewal Area. The program is structured as a 1:1 matching grant, based on a reimbursement basis. The program also requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On May 30, 2017, the City Council amended the PIF Pilot Program to add the provision of progress payments to the recipient based on completed projects within the full renovation project. The Program was also amended to provide for a restructure of the PIF to remove the minimum assessment agreement requirement and instead administer the full loan through the City, with repayment of the zero-interest loan being directly payable to the City. On June 12, 2017, the RCF Pilot Program was amended to add the provision of progress payments to the recipient based on completed projects within the full renovation project.

At the December 10, 2018 City Council meeting, the Council approved the recommendations for applications for assistance from the PIF and RCF for the Historic West Des Moines area and approved the award recipients to apply for building permits and to begin construction upon issuance of those permits.

In this particular case the Tenant, Mega St. Kilda LLC, is undertaking a renovation project located at the development property, 333 5<sup>th</sup> St. The total cost of construction between the Property Owner and the Tenant will be \$1,500,000. The Tenant is also committing to create/retain sixteen (16) FTEs within the proposed development agreement.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt the resolution approving the Development Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Katie Hernandez, Community and Economic Development *KH*

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Director <i>cke</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>[Signature]</i>

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Date(s) Published	April 5, 2019
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	November 28, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Development Agreement
- Exhibit II - Resolution

**PROPERTY IMPROVEMENT FUND  
&  
REGULATORY COMPLIANCE FUND  
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WEST DES MOINES, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, 2019, and DALTON PARTNERS, LLC, an Iowa limited liability company (the “Property Owner”), and MEGA ST. KILDA LLC, an Iowa limited liability company (the “Tenant”).

**BACKGROUND**

**WHEREAS**, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and is engaged in carrying out urban renewal project activities in an area known as the Historic West Des Moines Urban Renewal Area (the “Area”), which is described in the Urban Renewal Plan (“Plan”) approved for such area by Resolution No. 17-04-03-14 on April 3, 2017; and

**WHEREAS**, the City has also approved Resolution No.17-02-06-20 on February 6, 2017, establishing the Property Improvement Fund (“PIF”) Program, and the program was later amended by Resolution No. 17-05-30-16 on May 30, 2017, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

**WHEREAS**, the City has also approved Resolution No. 17-02-06-21 on February 6, 2017, and the program was later amended by Resolution No. 17-06-12-11 on June 12, 2017, establishing the Regulatory Compliance Fund (“RCF”) Program, which is an economic incentive policy to assist property owners in the Area with costs of compliance with government regulations; and

**WHEREAS**, the PIF Program and the RCF Program are both identified as urban renewal projects in the Plan; and

**WHEREAS**, the Tenant has submitted an application to receive funding through one or both of the above programs for certain construction activities as described on the attached Exhibit B (hereinafter the “Project”) that the Tenant seeks to undertake on the property legally described on the attached Exhibit A (the “Development Property”), which is located within the Area; and

**WHEREAS**, Tenant shall operate its business at the Development Property and commit to hire and retain employees thereon; and

**WHEREAS**, the City has conditionally approved the Tenant to receive economic development incentive funding as specified in Article II of this Agreement (the “Development Incentives”) in return for the Tenant’s completion of the Project, provided that the Property Owner and Tenant agree to and remain in compliance with the terms of this Agreement; and

**WHEREAS**, the City Council has found the Project to be consistent with the objectives of the Plan for the Area, the PIF and RCF programs, and has further found that the use of City funds to finance the Development Incentives is in accord with the provisions of the applicable laws under which the Project

will be undertaken, including but not limited to, Iowa Code Chapter 15A.

**NOW, THEREFORE**, the City, the Property Owner, and the Tenant, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

**ARTICLE I**  
**REPRESENTATIONS AND COVENANTS OF PROPERTY OWNER AND TENANT**

1. Representations and Covenants of Tenant. Tenant makes the following representations and covenants:

a. Employment. Within two (2) years after Completion Date, as defined in Article I, Section 1 (e), the Tenant shall employ at least sixteen (16) Full-Time Equivalent Employees at the Development Property, and Tenant shall retain at least sixteen (16) Full-Time Equivalent Employees at the Development Property through the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

For purposes of this Agreement, "Full Time Equivalent Employees" shall mean either (i) a "full time" employee who works at least 40 hours per week or 2,000 hours per year or (ii) any combination of "part time" employees, who, in the aggregate, work at least 2,000 hours per year.

b. Minimum Improvements. Tenant shall cause the improvements described in Exhibit B to this Agreement (the "Minimum Improvements") to be constructed in accordance with the terms of this Agreement, the Plan, and all local, State, and federal laws and regulations. The Minimum Improvements shall remain on the property for the duration of this Agreement.

c. Total Investment. Tenant represents that the total investment in the Development Property for the Project will be not less than \$1,500,000, and that without the Development Incentives contemplated herein, Tenant would not undertake the Project.

d. Insurance. Tenant agrees during construction of the Minimum Improvements and thereafter until the Termination Date, as that term is defined in Article VI, Section 11, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request. The City shall be named as an additional insured.

e. Completion Date. Tenant expects that, barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City with respect to a City-claimed delay), the Minimum Improvements will be completed by April, 2020.

- f. No Violations or Claims. To its knowledge and with respect to the Project, the Tenant is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Tenant with respect to such laws.
- g. Cooperation. Tenant will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.
- h. Operation of Minimum Improvements. Tenant will occupy the Development Property until at least the Termination Date as that term is defined in Article VI, Section 11.
- i. Compliance with Laws. Tenant will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, sexual orientation, marital status, sex, physical disability, or familial status.
- j. Available Information. Upon request, Tenant shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.
- k. Inspection. Tenant agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.
- l. Annual Certification. To assist the City in monitoring the Agreement and performance of Tenant hereunder, a duly authorized officer of Tenant shall annually provide to the City: (i) certification of the number of Full-Time Equivalent Employees employed by Tenant as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 directly following the Completion Date, and each subsequent October 15 through the Termination Date. Tenant shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-2 for form required for Tenant's Annual Certification.
- m. Signage. Tenant shall prominently post a sign viewable by the public during the construction of the Minimum Improvements and for at least sixty (60) days following the receipt of a certificate of occupancy which reads: "This project is made possible by funding from the City of West Des Moines Redevelopment Programs for Historic West Des Moines." The sign will be provided by the City of West Des Moines.



2. Representations and Covenants of the Property Owner. Property Owner makes the following representations and covenants:

a. No Violations or Claims. To its knowledge and with respect to the Project, the Property Owner is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Property Owner with respect to such laws.

b. Property Tax Rebate Program. If applying and/or approved for the Property Tax Rebate Program, Property Owner represents and warrants that Property Owner does not and will not, during the term of this Agreement, have a present or future property interest in Tenant or Tenant's business.

c. Cooperation. Property Owner will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

d. Compliance with Laws. Property Owner will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, marital status, sex, sexual orientation, physical disability, or familial status.

e. Available Information. Upon request, Property Owner shall promptly provide the City with copies of information requested by City that are related to this Agreement and within Property Owner's control or possession so that City can determine compliance with the Agreement.

f. Inspection. Property Owner agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, subject to Property Owner's rules and regulations for the construction site and accompaniment by Property Owner or any agent of Property Owner.

g. Real Property Taxes and Assessments. Property Owner agrees that prior to the Termination Date of this Agreement:

i. Property Owner will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or Property Owner, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

ii. Property Owner will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date; and

iii. Property Owner will not seek to change the current land assessment category from commercial/industrial, or the zoning classification, of the Development Property or the Minimum Improvements.

h. Annual Certification. To assist the City in monitoring the Agreement and performance of Property Owner hereunder, a duly authorized officer of Property Owner shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Property Owner is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 directly following the Completion Date, and each subsequent October 15 through the Termination Date. Property Owner shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-1 for form required for Property Owner's Annual Certification.

i. Tenant Lease. Property Owner shall allow Tenant to lease the Development Property until at least the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

## ARTICLE II

### DEVELOPMENT INCENTIVES

1. Applicable Development Incentives. Subject to the conditions set forth in this Article and this Agreement, the City has conditionally approved Tenant to receive Development Incentives through the following program(s):

Property Improvement Fund Program ("PIF") (Article II, Section 2)

Regulatory Compliance Fund Program ("RCF") (Article II, Section 3)

Tenant is only eligible to receive those Development Incentives described in the Section(s) of this Article II that are associated with the program(s) for which Tenant is approved, as shown above. If Tenant is approved for Incentives under both the PIF and RCF programs, the same project costs may not be submitted for reimbursement under both programs. Those Development Incentives granted through the above approved program(s) shall be the only monetary consideration given by the City to the Tenant in connection with this Agreement.

#### 2. Property Improvement Fund ("PIF") Incentives

a. No Interest Loan. If Tenant is approved to receive incentives under the PIF program, then for and in consideration of the obligations of the Tenant as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a No Interest Loan to the Tenant for certified and approved Project Costs (as described in Sections 2(b)(iv)-(v) below) incurred by Tenant in constructing the Minimum Improvements, but not to exceed \$75,000 (the “No Interest Loan”). The No Interest Loan shall not include any Project Costs that are being reimbursed through the RCF program or which must be paid by the Tenant in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to make the No Interest Loan to Tenant under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

(i) the Tenant shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Tenant shall have executed a Promissory Note in the form attached as Exhibit C, in compliance with Article II, Section 2(d);

(iv) Tenant shall certify to the City the amount of the incurred Project Costs in the form attached as Exhibit F with accompanying proof of payment and lien waivers; and

(v) the Project Costs are subject to review and approval by the City, which shall approve the certified Project Costs if it determines, in good faith but in its sole discretion, that the Project Costs were incurred for the Project, were fully paid by the Tenant, are free and clear of any liens other than those in favor of Property Owner as landlord or those in favor of a lender providing funds for the construction of the Minimum Improvements, and have not otherwise been reimbursed by the City and do not need to be paid by the Tenant in order to qualify for the RCF incentive.

c. Timing of Loan Disbursement(s). Conditioned upon satisfaction of the Conditions Precedent in Article II, Section 2(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Minimum Improvements, the City shall provide Tenant that portion of the No Interest Loan necessary to reimburse the Tenant for the approved Project Costs incurred in constructing the completed portion of the Minimum Improvements, but not to exceed \$75,000 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Minimum Improvements and the approval of the associated Project Costs.

d. Promissory Note/Repayment of No Interest Loan. The Tenant shall execute a Promissory Note in the form attached as Exhibit C to this Agreement as a condition precedent to the grant of the No Interest Loan (see Article II, Section 2(b)). Tenant shall repay the No Interest Loan consistent with the terms of the Promissory Note.

e. No Interest Loan Default. If the loan is not repaid by Tenant pursuant to the terms of this

Agreement or the Note, or if the Property Owner or Tenant fails to comply with the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note.

f. Maximum Amount. The total amount of the No Interest Loan paid by the City to Tenant shall not exceed the amount of the certified and approved Project Costs (excluding any Project Costs that are being reimbursed through the RCF program or which must be paid by the Tenant in order to qualify for the RCF incentive) or \$75,000, whichever is less. The City makes no guarantee as to the actual amount of the No Interest Loan which Tenant shall receive. The No Interest Loan is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

g. Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists.

### **3. Regulatory Compliance Fund Program ("RCF") Incentives**

a. Grant. If Tenant is approved to receive incentives under the RCF program, then for and in consideration of the obligations of the Tenant as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Grant to the Tenant for certified and approved Project Costs (as described in Section 3(b)(iv)-(v) below) incurred by Tenant in constructing those Minimum Improvements necessary to comply with government regulations, but not to exceed \$75,000 (the "Grant"). The Grant shall not include any Project Costs that are being reimbursed through the PIF program or which must be paid by the Tenant in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to provide Tenant the Grant under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

(i) the Tenant shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Minimum Improvements must be necessary to comply with government regulations;

(iv) Tenant shall certify to the City the amount of the incurred Project Costs in the form attached as Exhibit F with accompanying proof of payment and lien waivers; and

(v) the Project Costs are subject to review and approval by the City, which shall approve the certified Project Costs if it determines, in good faith but in its sole discretion, that the Project Costs were incurred for the Project, were fully paid by the Tenant, are free and clear of any liens other than those in favor of Property Owner as landlord or those in favor of a lender providing funds for the construction of the Minimum Improvements, and have not otherwise been reimbursed by the City.

c. Timing of Grant Payment(s). Conditioned upon satisfaction of the Conditions Precedent in Article II, Section 3(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Minimum Improvements, the City shall provide Tenant that portion of the Grant necessary to reimburse the Tenant for the approved Project Costs incurred in constructing the completed portion of the Minimum Improvements, but not to exceed \$75,000 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Minimum Improvements and the approval of the associated Project Costs.

d. Event of Default/Repayment of Grant. If an Event of Default occurs under this Agreement and is not timely cured, Tenant shall be obligated to repay to the City a prorated amount of the Grant received by the Tenant, with interest at 4% per annum from the date payment is due. The amount of the Grant that must be repaid upon an Event of Default will be reduced by 20% each December 31 after the date of this Agreement, assuming there is no uncured Event of Default at that time.

e. Maximum Amount. The total amount of the Grant paid by the City to Tenant shall not exceed 50% of the amount of the certified and approved Project Costs incurred by Tenant in constructing those Minimum Improvements necessary to comply with government regulations (excluding any Project Costs that are being reimbursed through the PIF program) or \$75,000, whichever is less. The City makes no guarantee as to the actual amount of the Grant which Tenant shall receive. The Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

### **ARTICLE III** **INDEMNIFICATION**

1. Release and Indemnification. Except to the extent arising from any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties (defined below), the Property Owner and Tenant release the City and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Property Owner and Tenant agree to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Property Owner or Tenant against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Project or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

The Indemnified Parties shall not be liable for any damage or injury to the persons or property of

Property Owner or Tenant or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

2. Survival. The provisions of this Article III shall survive the termination of this Agreement.

#### **ARTICLE IV** **PROHIBITION AGAINST ASSIGNMENT AND TRANSFER**

1. Status of Property Owner; Transfer of Substantially All Assets; Assignment. As security for the obligations of Property Owner and Tenant under this Agreement, Property Owner and Tenant represent and agree that, prior to the Termination Date, Property Owner and Tenant will maintain their existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property (other than under the lease between Property Owner and Tenant with respect to the Development Property and as otherwise provided in this Agreement), the Minimum Improvements, or their interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the then-outstanding obligations of Property Owner and Tenant (as the case may be) under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Tenant or Property Owner, or both, may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Tenant or Property Owner, or both, may assign its interest under this Agreement for such purpose, without any further consent by the City.

2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Property Owner, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### **ARTICLE V** **DEFAULT AND REMEDIES**

1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Tenant to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Property Owner's or Tenant's interest in the Development Property or any interest in this Agreement or the assets of Property Owner or Tenant in violation of the provisions

of this Agreement;

c. Failure by Property Owner to pay ad valorem taxes on the Development Property and Minimum Improvements;

d. Failure by Tenant to repay the No Interest Loan consistent with the terms of this Agreement and the Promissory Note;

e. Failure by Property Owner or Tenant to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the employment obligations;

f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents, and such mortgage holder has not agreed to assume the obligations of Tenant or Property Owner, as applicable, hereunder;

g. Failure by Tenant to comply with any and all obligations in the Promissory Note, if receiving incentives through the PIF program under Article II, Section 2;

h. Property Owner or Tenant shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Property Owner or Tenant as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Property Owner or Tenant or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Property Owner or Tenant, and shall not be discharged within ninety (90) days after such appointment, or if Property Owner or Tenant shall consent to or acquiesce in such appointment;

i. Any representation or warranty made by Property Owner or Tenant in this Agreement or in any written statement or certificate furnished by Property Owner or Tenant pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof; or

j. Failure by the City to comply with the terms of this Agreement.

3. Property Owner or Tenant Breach. If the Property Owner or Tenant fails to perform any

of its obligations under this Agreement and an Event of Default referred to in Article V, Section 1(a)-(i) of this Agreement occurs and is continuing, and fails to cure said breach within thirty (30) days after written notice from the City to the Property Owner or Tenant, or if the Event of Default cannot be reasonably cured within thirty (30) days and Property owner and/or Tenant does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible, the City shall be entitled to do any one or more of the following: (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Property Owner and Tenant, (iii) demand and receive payment in full from Tenant of any outstanding portion of the No Interest Loan or otherwise enforce the terms of the Promissory Note as described in Article II, Section 2(d), (iv) demand and receive repayment from Tenant of the RCF Grant as described in Article II, Section 3(d), and/or (v) take any other legal or equitable action deemed appropriate to enforce the Property Owner's and/or Tenant's obligations under this Agreement.

Whenever any Event of Default referred to in Article V, Section 1(a)(j) of this Agreement occurs and is continuing, Property Owner and Tenant, may, after giving the City thirty (30) days' written notice of the Event of Default, and the City's failure to cure said Event of Default within said thirty (30) days or, if the Event of Default cannot reasonably be cured within thirty (30) days, the City's failure to commence cure of such Event of Default within said thirty (30) day period and thereafter pursue said cure with reasonable diligence, terminate this Agreement, and/or pursue any right or remedy available at law or in equity.

4. No Remedy Exclusive. Except as otherwise expressly provided in this Agreement, no remedy herein conferred upon or reserved to a party hereto is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Except as otherwise expressly provided in this Agreement, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6. Enforcement Costs. Whenever any Event of Default occurs and a party hereto shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of another party herein contained, the parties hereto agree that the defaulting party shall, on demand therefor, pay to the non-defaulting party or parties, if more than one, the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the non-defaulting party or parties in connection therewith.

## **ARTICLE VI** **MISCELLANEOUS**

1. Conflict of Interest. Property Owner and Tenant represent and warrant that, to their best



knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the City, to the City of West Des Moines at 4200 Mills Civic Pkwy, P.O. Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan Jacobson, City Clerk;

b. In the case of the Property Owner, to Dalton Partners, LLC, (the "Property Owner"), 108 3rd Street, Suite 219, Des Moines, IA 50309, Attn: Scott Cutler, Manager;

c. In the case of the Tenant, to Mega St. Kilda LLC, (the "Tenant"), 300 SW 5th Street, Des Moines, IA 50309, Attn: Alexander Hall, Owner;

or to such other designated individual or officer or to such other address as either party shall have furnished to the other in writing in accordance herewith.

3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa. The parties agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Agreement and said parties consent to the jurisdiction of Polk County, Iowa.

4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the entire agreement between the City, the Property Owner, and the Tenant with respect to the subject matter hereof and supersedes all other written and oral agreements, discussions and negotiations.

5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to

the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit G, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

11. Termination Date. Unless terminated earlier under the provisions of this Agreement, the Agreement shall terminate and be of no further force or effect on the later of: (i) October 31, 2025, or (ii) the date on which the No Interest Loan is fully repaid.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor Pro tem and its seal to be hereunto duly affixed and attested by its City Clerk, and the Property Owner and Tenant have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

By: \_\_\_\_\_  
Ryan Jacobson, City Clerk

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Development Agreement – City of West Des Moines, Iowa)*

Dalton Partners, LLC, an Iowa limited liability company

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Cutler, to me personally known, who, being by me duly sworn, did say that he is a Manager of Dalton Partners, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Partner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Agreement for Private Development – Property Owner]*

Mega St. Kilda LLC, an Iowa limited liability company

\_\_\_\_\_  
By: Alexander Hall, Owner

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Alexander Hall, to me personally known, who, being by me duly sworn, did say that he is Owner of Mega St. Kilda LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Owner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Agreement for Private Development – Tenant]*

**EXHIBIT A**  
**DESCRIPTION OF DEVELOPMENT PROPERTY**

Street address: 333 5th Street, West Des Moines, IA 50265

Legal description: Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Parcel No.: 320/04589-000-000

**EXHIBIT B**  
**DESCRIPTION OF PROJECT**

**MINIMUM IMPROVEMENTS:**

The Minimum Improvements consist of, but are not limited to: Complete renovation of development property and upgrade of building systems, to include, but not limited to: demolition, concrete, masonry, metalwork, millwork, thermal moisture protection, doors, windows, mechanical, plumbing, electrical, fire suppression and escape, and ADA renovations

Those improvements, if any, necessary for regulatory compliance include, but are not limited to: Mechanical, plumbing, electrical, fire suppression and escape, and ADA renovations

The construction of the Minimum Improvements will be completed by: April, 2020

Construction costs are expected to be approximately: \$1,500,000

**EXHIBIT C**  
**PROMISSORY NOTE**

\_\_\_\_\_, 20\_\_

As of \_\_\_\_\_, 2019 (Date of Promissory Note), for valuable consideration received, MEGA ST. KILDA LLC, (the "Borrower") agrees and promises to pay to the order of the CITY OF WEST DES MOINES (the "Lender") the total amount of the No Interest Loan in the amount of \$75,000, or so much thereof as is distributed to Borrower under the terms of an Agreement for Private Development dated \_\_\_\_\_, 2019 between the parties ("Development Agreement"). The following are the terms of this Promissory Note ("Note").

1. The principal balance shall be paid by Borrower in consecutive, equal, monthly installments that shall be due on the 1st of the month for one-hundred twenty (120) consecutive months beginning with the 1st of the month following the earlier of the completion of the Minimum Improvements or the one year anniversary of the date of the Development Agreement. For purposes of this Note, the Minimum Improvements shall be deemed completed as of the date the City building official completes a final inspection and approves the last Improvement or the date the final occupancy permit is issued for the Minimum Improvements.

2. All payments on this Note shall be made by check or wire transfer to the City of West Des Moines at 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, Iowa 50265-0320, or at such other place in the United States of America as Lender shall designate to Borrower in writing.

3. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement and this Note. If Borrower fails to repay the entire amount of the No Interest Loan due under this Note, or if Borrower defaults under any term or condition of the Development Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 5 of this Note and the Development Agreement.

4. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Promissory Note.

5. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, the Development Agreement, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following the City's demand for payment until paid in full, regardless of any prior forbearance, without demand or notice. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

6. If this Promissory Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this Promissory Note, including, without limitation, court costs, and attorneys' fees.



7. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

8. The obligations of the Borrower under the terms of this Promissory Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender's successors-in-interest, legal representatives, and assigns.

9. This Promissory Note is also subject to the terms and conditions of the Development Agreement.

**IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Development Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Agreement only by another written agreement.**

Dated as of \_\_\_\_\_, 2019.

Mega St. Kilda LLC  
an Iowa limited liability company

\_\_\_\_\_  
By: Alexander Hall, Owner

STATE OF IOWA            )  
                                      )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Alexander Hall, to me personally known, who, being by me duly sworn, did say that he is Owner of Mega St. Kilda LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Owner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

**EXHIBIT D -1**

**PROPERTY OWNER ANNUAL CERTIFICATION**

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Property Owner certifies the following:

During the time period covered by this Certification, the Property Owner is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Property Owner in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The undersigned officer of Property Owner has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Property Owner is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dalton Partners, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

**Attachments: Proof of payment of taxes**

**EXHIBIT D -2**

**TENANT ANNUAL CERTIFICATION**

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Tenant certifies the following:

During the time period covered by this Certification, the Tenant is and was in compliance with the Agreement as follows:

(i) The total number of Full-Time Equivalent Employees, as defined in Article I, paragraph 1(a) of the Agreement, employed by Tenant at the Development Property as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May1, 20__ : _____	November 1, 20__ : _____

(ii) The undersigned officer of Tenant has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mega St. Kilda LLC

By: \_\_\_\_\_  
Alexander Hall, Owner

**EXHIBIT F**

**TENANT CERTIFICATION OF PROJECT COSTS**

Mega St. Kilda LLC (the “Tenant”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Tenant for the Minimum Improvements that are the subject of a Development Agreement entered into the \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of West Des Moines, Iowa and the Tenant (the “Agreement”). The Tenant certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses.

In the event of an overpayment by the City for expenses not actually incurred or for unallowable expenses, or if payment was received from another source for any portion of the expenses claimed, the Tenant assumes responsibility for repaying the City in full for those expenses.

<b>Certified Project Costs</b>					
<b>Necessary For Regulatory Compliance? Y/N (Y=will be applied to RCF program if eligible; N=will be applied to PIF program if eligible)</b>	<b>Project Cost Category</b>	<b>Engineering, Plans, Specifications</b>	<b>Construction Costs</b>	<b>Material Costs</b>	<b>Miscellaneous</b>
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	<b>Total Cost per category</b>				

If you need additional space please attach another table.

**Attach actual receipts and invoices and lien waivers**

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_  
Mega St. Kilda LLC

**EXHIBIT G**

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

**Type of Document:** **MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF WEST DES MOINES, DALTON PARTNERS, LLC, AND MEGA ST. KILDA LLC**

**Return Document to:** Ryan Jacobson, City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
West Des Moines, IA 50265

**Preparer Information:** Katie Hernandez, City of West Des Moines, 4200 Mills Civic Pkwy,  
Ste. 1A, West Des Moines, IA 50265, 515-273-0770

**Taxpayer Information:** N/A

GRANTORS: N/A

GRANTEES: N/A

**LEGAL DESCRIPTION:**

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5th Street, West Des Moines, IA 50265

WHEREAS, the City of West Des Moines, Iowa (the "City"), Dalton Partners, LLC ("Property Owner"), and Mega St. Kilda LLC ("Tenant") did on or about the \_\_\_\_ day of \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Property Owner and Tenant agreed, in accordance with the terms of the Agreement to develop and operate certain real property located within the City.

The Development Property is described as follows:

Lot 18 Block 18 in FIRST ADDITION TO VALLEY JUNCTION, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa

Polk County, Iowa Parcel ID number: 320/04589-000-000

Address: 333 5th Street, West Des Moines, IA 50265

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2019, and terminates as set forth in the Agreement; and

WHEREAS, the City and Property Owner and Tenant desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

*[Signatures Start on Next Page]*

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

By: \_\_\_\_\_  
Ryan Jacobson, City Clerk

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement – City of West Des Moines, Iowa)*

Dalton Partners, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Scott Cutler, to me personally known, who, being by me duly sworn, did say that he is a Manager of Dalton Partners, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Partner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement –Property Owner)*



Mega St. Kilda LLC, an Iowa limited liability company

\_\_\_\_\_  
By: Alexander Hall, Owner

STATE OF IOWA            )  
                                      )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Alexander Hall, to me personally known, who, being by me duly sworn, did say that he is Owner of Mega St. Kilda LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Owner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement –Tenant)*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
AMONG THE CITY OF WEST DES MOINES, DALTON  
PARTNERS, LLC, AND MEGA ST. KILDA LLC

WHEREAS, by Resolution No. 17-04-03-14, adopted April 3, 2017, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan") for the Historic West Des Moines Urban Renewal Area (the "Area") described therein, which Plan is on file in the office of the Recorder of Polk County; and

WHEREAS, the City has also approved Resolution No. 17-02-06-20, establishing the Property Improvement Fund ("PIF") Program, later amended by Resolution No. 17-05-30-16, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

WHEREAS, the City has also approved Resolution No. 17-02-06-21, establishing the Regulatory Compliance Fund ("RCF") Program, later amended by Resolution No. 17-06-12-11, which is an economic incentive policy to assist property owners in the Area with costs of compliance with government regulations; and

WHEREAS, the Property Improvement Fund Program and Regulatory Compliance Fund Program have been identified as eligible projects under the Plan; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Dalton Partners, LLC (the "Property Owner") and Mega St. Kilda LLC (the "Tenant"), in the form of a proposed Development Agreement (the "Agreement") by and among the City, Property Owner, and Tenant, pursuant to which, among other things, the Tenant would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Historic West Des Moines Urban Renewal Area as defined and legally described in the Agreement ("Development Property") and consisting of the redevelopment of the Development Property, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, pursuant to the Regulatory Compliance Fund program, the Agreement would obligate the City to submit reimbursements to the Tenant in the form of a Grant consisting of not more than 50% of the total project cost for improvements to comply with regulatory obligations, or \$75,000, whichever is less, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, pursuant to the Property Improvement Fund program, the Agreement would obligate the City to submit reimbursements to Tenant in the form of a No Interest Loan not to

exceed \$75,000 for improvement projects, subject to City approval and the terms and conditions of the Agreement, and Tenant would pay back the loan in full within no more than 10 years after project completion; and

WHEREAS, one of the obligations of the Tenant relates to employment retention and/or creation; and

WHEREAS, this Agreement is consistent with the Property Improvement Fund program and/or Regulatory Compliance Fund program; and

WHEREAS, Iowa Code Chapter 15A authorizes cities to make loans and grants for economic development and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants or loans to the Tenant in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor Pro tem and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor Pro tem and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 15<sup>th</sup> day of April, 2019.

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Russ Trimble, Mayor Pro tem

ATTEST:

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Ryan Jacobson, City Clerk

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

**ITEM:** Approval to execute a Development Agreement between ComPort LLC, Legacy Capital Partners, Inc., and the City of West Des Moines **DATE:** April 15, 2019

**RESOLUTION:** Approval of Development Agreement

**FINANCIAL IMPACT:** Based on the Historic West Des Moines Urban Renewal Plan, and the attached development agreement between the City, ComPort LLC, and Legacy Capital Partners, Inc., the City anticipates providing incentives in the form of a 1:1 matching grant for regulatory compliance projects not to exceed \$75,000, and a zero-interest loan for property improvement projects not to exceed \$75,000, repayable over ten (10) years. The final amount will be dependent upon receipts submitted to the City for review and approval.

**BACKGROUND:** On February 6, 2017, the City Council adopted a resolution creating the Property Improvement Fund (PIF) Pilot Program to provide assistance to property owners for renovation and upgrade of older commercial, office, industrial, and mixed-use properties within the Historic West Des Moines Urban Renewal Area. The program is structured as a zero-interest loan, based on a reimbursement basis, and repayable to the City within 5 to 10 years. The original structure required the applicant to sign a minimum assessment agreement to repay the loan in full through an increase in property taxes. This repayment structure within the program was later amended. The program requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On February 6, 2017, the City Council adopted a resolution creating the Regulatory Compliance Fund (RCF) Pilot Program to assist property owners with costs of compliance with government regulations within the Historic West Des Moines Urban Renewal Area. The program is structured as a 1:1 matching grant, based on a reimbursement basis. The program also requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On May 30, 2017, the City Council amended the PIF Pilot Program to add the provision of progress payments to the recipient based on completed projects within the full renovation project. The Program was also amended to provide for a restructure of the PIF to remove the minimum assessment agreement requirement and instead administer the full loan through the City, with repayment of the zero-interest loan being directly payable to the City. On June 12, 2017, the RCF Pilot Program was amended to add the provision of progress payments to the recipient based on completed projects within the full renovation project.

At the December 10, 2018 City Council meeting, the Council approved the recommendations for applications for assistance from the PIF and RCF for the Historic West Des Moines area and approved the award recipients to apply for building permits and to begin construction upon issuance of those permits.

In this particular case the Property Owner, ComPort LLC, is undertaking a renovation project located at the development property, 214 5<sup>th</sup> St., with an estimated value of \$500,000. The Tenant, Legacy Capital Partners, Inc., is committing to create/retain five (5) FTEs within the proposed development agreement.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt the resolution approving the Development Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Katie Hernandez, Community and Economic Development *KH*

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Director <i>CEE</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	<i>TS</i>
Agenda Acceptance	<i>TS</i>

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Date(s) Published	April 5, 2019
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	November 28, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Development Agreement
- Exhibit II - Resolution

**PROPERTY IMPROVEMENT FUND  
&  
REGULATORY COMPLIANCE FUND  
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WEST DES MOINES, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, 2019, and COMPORT LLC, an Iowa limited liability company (the “Property Owner”), and LEGACY CAPITAL PARTNERS, INC., an Iowa corporation (the “Tenant”).

**BACKGROUND**

**WHEREAS**, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and is engaged in carrying out urban renewal project activities in an area known as the Historic West Des Moines Urban Renewal Area (the “Area”), which is described in the Urban Renewal Plan (“Plan”) approved for such area by Resolution No. 17-04-03-14 on April 3, 2017; and

**WHEREAS**, the City has also approved Resolution No.17-02-06-20 on February 6, 2017, establishing the Property Improvement Fund (“PIF”) Program, and the program was later amended by Resolution No. 17-05-30-16 on May 30, 2017, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

**WHEREAS**, the City has also approved Resolution No. 17-02-06-21 on February 6, 2017, and the program was later amended by Resolution No. 17-06-12-11 on June 12, 2017, establishing the Regulatory Compliance Fund (“RCF”) Program, which is an economic incentive policy to assist property owners in the Area with costs of compliance with government regulations; and

**WHEREAS**, the PIF Program and the RCF Program are both identified as urban renewal projects in the Plan; and

**WHEREAS**, the Property Owner has submitted an application to receive funding through one or both of the above programs for certain construction activities as described on the attached Exhibit B (hereinafter the “Project”) that the Property Owner seeks to undertake on the property legally described on the attached Exhibit A (the “Development Property”), which is located within the Area; and

**WHEREAS**, Tenant shall operate its business at the Development Property and commit to hire and retain employees thereon; and

**WHEREAS**, the City has conditionally approved the Property Owner to receive economic development incentive funding as specified in Article II of this Agreement (the “Development Incentives”) in return for the Property Owner’s completion of the Project, provided that the Property Owner and Tenant agree to and remain in compliance with the terms of this Agreement; and

**WHEREAS**, the City Council has found the Project to be consistent with the objectives of the Plan for the Area, the PIF and RCF programs, and has further found that the use of City funds to finance the Development Incentives is in accord with the provisions of the applicable laws under which the Project will be undertaken, including but not limited to, Iowa Code Chapter 15A.

NOW, THEREFORE, the City, the Property Owner, and the Tenant, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

**ARTICLE I**  
**REPRESENTATIONS AND COVENANTS OF PROPERTY OWNER AND TENANT**

1. Representations and Covenants of the Property Owner. Property Owner makes the following representations and covenants:

a. Minimum Improvements. Property Owner shall cause the improvements described in Exhibit B to this Agreement (the "Minimum Improvements") to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations. The Minimum Improvements shall remain on the property for the duration of this Agreement.

b. No Violations or Claims. To its knowledge and with respect to the Project, the Property Owner is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Property Owner with respect to such laws.

c. Total Investment. Property Owner represents that its total investment in the Development Property for the Project will be not less than \$500,000, and that without the Development Incentives contemplated herein, Property Owner would not undertake the Project.

d. Insurance. Property Owner agrees during construction of the Minimum Improvements and thereafter until the Termination Date, as that term is defined in Article VI, Section 11, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

e. Cooperation. Property Owner will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

f. Completion Date. Property Owner expects that, barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City), the Minimum Improvements will be completed by November, 2019 ("Completion Date").

g. Compliance with Laws. Property Owner will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, including laws prohibiting



discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, marital status, sex, sexual orientation, physical disability, or familial status.

h. Available Information. Upon request, Property Owner shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

i. Inspection. Property Owner agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

j. Real Property Taxes and Assessments. Property Owner agrees that prior to the Termination Date of this Agreement:

i. Property Owner will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or Property Owner, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

ii. Property Owner will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date; and

iii. Property Owner will not seek to change the current land assessment category from commercial/industrial, or the zoning classification, of the Development Property or the Minimum Improvements.

k. Annual Certification. To assist the City in monitoring the Agreement and performance of Property Owner hereunder, a duly authorized officer of Property Owner shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Property Owner is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 directly following the Completion Date, and each subsequent October 15 through the Termination Date. Property Owner shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-1 for form required for Property Owner's

Annual Certification.

1. Tenant Lease. Property Owner shall allow Tenant to lease the Development Property until at least the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

2. Representations and Covenants of Tenant. Tenant makes the following representations and covenants:

a. Employment. Within two (2) years after Completion Date, the Tenant shall employ at least five (5) Full-Time Equivalent Employees at the Development Property, and Tenant shall retain at least five (5) Full-Time Equivalent Employees at the Development Property through the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

For purposes of this Agreement, "Full Time Equivalent Employees" shall mean either (i) a "full time" employee who works at least 40 hours per week or 2,000 hours per year or (ii) any combination of "part time" employees, who, in the aggregate, work at least 2,000 hours per year.

b. No Violations or Claims. To its knowledge and with respect to the Project, the Tenant is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Tenant with respect to such laws.

c. Cooperation. Tenant will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

d. Operation of Minimum Improvements. Tenant will occupy the Development Property until at least the Termination Date as that term is defined in Article VI, Section 11.

e. Compliance with Laws. Tenant will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, sexual orientation, marital status, sex, physical disability, or familial status.

f. Available Information. Upon request, Tenant shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

g. Inspection. Tenant agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

h. Annual Certification. To assist the City in monitoring the Agreement and performance of Tenant hereunder, a duly authorized officer of Tenant shall annually provide to the City: (i) certification of the number of Full-Time Equivalent Employees employed by Tenant as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (ii) certification that such officer has re-examined the terms and provisions of

this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 directly following the Completion Date, and each subsequent October 15 through the Termination Date. Tenant shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-2 for form required for Tenant's Annual Certification.

i. Signage. Tenant shall prominently post a sign viewable by the public during the construction of the Minimum Improvements and for at least sixty (60) days following the receipt of a certificate of occupancy which reads: "This project is made possible by funding from the City of West Des Moines Redevelopment Programs for Historic West Des Moines." The sign will be provided by the City of West Des Moines.

## ARTICLE II

### DEVELOPMENT INCENTIVES

1. Applicable Development Incentives. Subject to the conditions set forth in this Article and this Agreement, the City has conditionally approved Property Owner to receive Development Incentives through the following program(s):

- Property Improvement Fund Program ("PIF") (Article II, Section 2)
- Regulatory Compliance Fund Program ("RCF") (Article II, Section 3)

Property Owner is only eligible to receive those Development Incentives described in the Section(s) of this Article II that are associated with the program(s) for which Property Owner is approved, as shown above. If Property Owner is approved for Incentives under both the PIF and RCF programs, the same project costs may not be submitted for reimbursement under both programs. Those Development Incentives granted through the above approved program(s) shall be the only monetary consideration given by the City to the Property Owner in connection with this Agreement.

#### 2. Property Improvement Fund ("PIF") Incentives

a. No Interest Loan. If Property Owner is approved to receive incentives under the PIF program, then for and in consideration of the obligations of the Property Owner as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a No Interest Loan to the Property Owner for certified and approved Project Costs (as described in Sections 2(b)(iv)-(v) below) incurred by Property Owner in constructing the Minimum Improvements, but not to exceed \$75,000 (the "No Interest Loan"). The No Interest Loan shall not include any Project Costs that are being reimbursed through the RCF program or which must be paid by the Property Owner in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to make the No Interest Loan to Property Owner under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

(i) the Property Owner shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Property Owner shall have executed a Promissory Note in the form attached as Exhibit C, in compliance with Article II, Section 2(d);

(iv) Property Owner shall certify to the City the amount of the incurred Project Costs in the form attached as Exhibit F with accompanying proof of payment and lien waivers; and

(v) the Project Costs are subject to review and approval by the City, which shall approve the certified Project Costs if it determines, in good faith but in its sole discretion, that the Project Costs were incurred for the Project, were fully paid by the Property Owner, are free and clear of any liens, and have not otherwise been reimbursed by the City and do not need to be paid by the Property Owner in order to qualify for the RCF incentive.

c. Timing of Loan Disbursement(s). Conditioned upon satisfaction of the Conditions Precedent in Article II, Section 2(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Minimum Improvements, the City shall provide Property Owner that portion of the No Interest Loan necessary to reimburse the Property Owner for the approved Project Costs incurred in constructing the completed portion of the Minimum Improvements, but not to exceed \$75,000 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Minimum Improvements and the approval of the associated Project Costs.

d. Promissory Note/Repayment of No Interest Loan. The Property Owner shall execute a Promissory Note in the form attached as Exhibit C to this Agreement as a condition precedent to the grant of the No Interest Loan (see Article II, Section 2(b)). Property Owner shall repay the No Interest Loan consistent with the terms of the Promissory Note.

e. No Interest Loan Default. If the loan is not repaid by Property Owner pursuant to the terms of this Agreement or the Note, or if the Property Owner or Tenant fails to comply with the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note.

f. Maximum Amount. The total amount of the No Interest Loan paid by the City to Property Owner shall not exceed the amount of the certified and approved Project Costs (excluding any Project Costs that are being reimbursed through the RCF program or which must be paid by the Property Owner in order to qualify for the RCF incentive) or \$75,000, whichever is less. The City makes no guarantee as to the actual amount of the No Interest Loan which Property Owner shall

receive. The No Interest Loan is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

g. Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists.

**3. Regulatory Compliance Fund Program ("RCF") Incentives**

a. Grant. If Property Owner is approved to receive incentives under the RCF program, then for and in consideration of the obligations of the Property Owner as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Grant to the Property Owner for certified and approved Project Costs (as described in Section 3(b)(iv)-(v) below) incurred by Property Owner in constructing those Minimum Improvements necessary to comply with government regulations, but not to exceed \$75,000 (the "Grant"). The Grant shall not include any Project Costs that are being reimbursed through the PIF program or which must be paid by the Property Owner in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to provide Property Owner the Grant under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

(i) the Property Owner shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Minimum Improvements must be necessary to comply with government regulations;

(iv) Property Owner shall certify to the City the amount of the incurred Project Costs in the form attached as Exhibit F with accompanying proof of payment and lien waivers; and

(v) the Project Costs are subject to review and approval by the City, which shall approve the certified Project Costs if it determines, in good faith but in its sole discretion, that the Project Costs were incurred for the Project, were fully paid by the Property Owner, are free and clear of any liens, and have not otherwise been reimbursed by the City.

c. Timing of Grant Payment(s). Conditioned upon satisfaction of the Conditions Precedent in Article II, Section 3(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Minimum Improvements, the City shall provide Property Owner that portion of the Grant necessary to reimburse the Property Owner for the approved Project Costs incurred in constructing the completed portion of the Minimum Improvements, but not to exceed \$75,000 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Minimum Improvements and the approval of the associated Project Costs.

d. Event of Default/Repayment of Grant. If an Event of Default occurs under this Agreement and is not timely cured, Property Owner shall be obligated to repay to the City a prorated amount of the Grant received by the Property Owner, with interest at 4% per annum from the date payment is due. The amount of the Grant that must be repaid upon an Event of Default will be reduced by 20% each December 31 after the date of this Agreement, assuming there is no uncured Event of Default at that time.

e. Maximum Amount. The total amount of the Grant paid by the City to Property Owner shall not exceed 50% of the amount of the certified and approved Project Costs incurred by Property Owner in constructing those Minimum Improvements necessary to comply with government regulations (excluding any Project Costs that are being reimbursed through the PIF program) or \$75,000, whichever is less. The City makes no guarantee as to the actual amount of the Grant which Property Owner shall receive. The Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

### **ARTICLE III INDEMNIFICATION**

1. Release and Indemnification. The Property Owner and Tenant release the City and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Property Owner and Tenant agree to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Property Owner or Tenant against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Project or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Property Owner or Tenant or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

2. Survival. The provisions of this Article III shall survive the termination of this Agreement.

### **ARTICLE IV PROHIBITION AGAINST ASSIGNMENT AND TRANSFER**

1. Status of Property Owner: Transfer of Substantially All Assets: Assignment. As security for the obligations of Property Owner and Tenant under this Agreement, Property Owner and Tenant

represent and agree that, prior to the Termination Date, Property Owner and Tenant will maintain their existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property, the Minimum Improvements, or their interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the then-outstanding obligations of Property Owner and Tenant (as the case may be) under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Property Owner may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Property Owner may assign its interest under this Agreement for such purpose.

2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Property Owner, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## **ARTICLE V**

### **DEFAULT AND REMEDIES**

1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Property Owner to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Property Owner's or Tenant's interest in the Development Property or any interest in this Agreement or the assets of Property Owner or Tenant in violation of the provisions of this Agreement;
- c. Failure by Property Owner to pay ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by Property Owner to repay the No Interest Loan consistent with the terms of this Agreement and the Promissory Note;
- e. Failure by Property Owner or Tenant to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the employment obligations;
- f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

g. Failure by Property Owner to comply with any and all obligations in the Promissory Note, if receiving incentives through the PIF program under Article II, Section 2;

h. Property Owner or Tenant shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Property Owner or Tenant as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Property Owner or Tenant or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Property Owner or Tenant, and shall not be discharged within ninety (90) days after such appointment, or if Property Owner or Tenant shall consent to or acquiesce in such appointment; or

i. Any representation or warranty made by Property Owner or Tenant in this Agreement or in any written statement or certificate furnished by Property Owner or Tenant pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

3. Property Owner or Tenant Breach. If the Property Owner or Tenant fails to perform any of its obligations under this Agreement, and fails to cure said breach within thirty (30) days after written notice from the City to the Property Owner or Tenant, the City shall be entitled to do any one or more of the following: (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Property Owner or Tenant, (iii) demand and receive payment in full from Property Owner of any outstanding portion of the No Interest Loan or otherwise enforce the terms of the Promissory Note as described in Article II, Section 2(d), (iv) demand and receive repayment from Property Owner of the RCF Grant as described in Article II, Section 3(d), and/or (v) take any other legal or equitable action deemed appropriate to enforce the Property Owner's and/or Tenant's obligations under this Agreement.

4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.



5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Property Owner or Tenant herein contained, Property Owner and Tenant agree that the defaulting party shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## **ARTICLE VI** **MISCELLANEOUS**

1. Conflict of Interest. Property Owner and Tenant represent and warrant that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the City, to the City of West Des Moines at 4200 Mills Civic Pkwy, P.O. Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan Jacobson, City Clerk;

b. In the case of the Property Owner, to ComPort LLC, (the "Property Owner"), PO Box 65094, West Des Moines, IA 50265, Attn: Julie Ryan, Manager;

c. In the case of the Tenant, to Legacy Capital Partners, Inc., (the "Tenant"), 214 5th Street, West Des Moines, IA 50265, Attn: Daniel Porter, Partner;

or to such other designated individual or officer or to such other address as either party shall have furnished to the other in writing in accordance herewith.

3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa. The parties agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Agreement and said parties consent to the jurisdiction of Polk County, Iowa.

4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the

entire agreement between the City, the Property Owner, and the Tenant and supersedes all other written and oral agreements, discussions and negotiations.

5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit G, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

11. Termination Date. Unless terminated earlier under the provisions of this Agreement, the Agreement shall terminate and be of no further force or effect on the later of: (i) October 31, 2025, or (ii) the date on which the No Interest Loan is fully repaid.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor Pro tem and its seal to be hereunto duly affixed and attested by its City Clerk, and the Property Owner and Tenant have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*

(SEAL)

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

By: \_\_\_\_\_  
Ryan Jacobson, City Clerk

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Development Agreement – City of West Des Moines, Iowa)*

ComPort LLC, an Iowa limited liability company

By: \_\_\_\_\_  
Julie Ryan, Manager

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Julie Ryan, to me personally known, who, being by me duly sworn, did say that she is Manager of ComPort LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Agreement for Private Development – Property Owner]*

Legacy Capital Partners, Inc., an Iowa corporation

\_\_\_\_\_  
By: Daniel Porter, Partner

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Daniel Porter, to me personally known, who, being by me duly sworn, did say that he is Partner of Legacy Capital Partners, Inc., and that said instrument was signed on behalf of said corporation; and that the said Partner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*[Signature page to Agreement for Private Development – Tenant]*

**EXHIBIT A**  
**DESCRIPTION OF DEVELOPMENT PROPERTY**

Street address: 214 5th Street, West Des Moines, IA 50265

Legal description: -EX W 6F- N 1/2 LT 6 BLK 10 VALLEY JUNCTION

Parcel No.: 320/04363-001-000

**EXHIBIT B**  
**DESCRIPTION OF PROJECT**

**MINIMUM IMPROVEMENTS:**

The Minimum Improvements consist of, but are not limited to: Complete renovation of development property and upgrade of building systems, to include, but not limited to: demolition, exterior improvements, structure repairs, floor replacement, roof replacement, masonry, electrical, mechanical, plumbing, ADA improvements, HVAC replacement, fire suppression and escape improvements

Those improvements, if any, necessary for regulatory compliance include, but are not limited to: Electrical, mechanical, plumbing, ADA improvements, HVAC replacement, fire suppression and escape improvements

The construction of the Minimum Improvements will be completed by: November, 2019

Construction costs are expected to be approximately: \$500,000

**EXHIBIT C**  
**PROMISSORY NOTE**

\_\_\_\_\_, 20\_\_\_\_

As of \_\_\_\_\_, 2019 (Date of Promissory Note), for valuable consideration received, COMPORT LLC, (the "Borrower") agrees and promises to pay to the order of the CITY OF WEST DES MOINES (the "Lender") the total amount of the No Interest Loan in the amount of \$75,000, or so much thereof as is distributed to Borrower under the terms of an Agreement for Private Development dated \_\_\_\_\_, 2019 between the parties ("Development Agreement"). The following are the terms of this Promissory Note ("Note").

1. The principal balance shall be paid by Borrower in consecutive, equal, monthly installments that shall be due on the 1st of the month for one-hundred twenty (120) consecutive months beginning with the 1st of the month following the earlier of the completion of the Minimum Improvements or the one year anniversary of the date of the Development Agreement. For purposes of this Note, the Minimum Improvements shall be deemed completed as of the date the City building official completes a final inspection and approves the last Improvement or the date the final occupancy permit is issued for the Minimum Improvements.

2. All payments on this Note shall be made by check or wire transfer to the City of West Des Moines at 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, Iowa 50265-0320, or at such other place in the United States of America as Lender shall designate to Borrower in writing.

3. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement and this Note. If Borrower fails to repay the entire amount of the No Interest Loan due under this Note, or if Borrower defaults under any term or condition of the Development Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 5 of this Note and the Development Agreement.

4. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Promissory Note.

5. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, the Development Agreement, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following the City's demand for payment until paid in full, regardless of any prior forbearance, without demand or notice. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

6. If this Promissory Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this Promissory Note, including, without limitation, court costs, and attorneys' fees.



7. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

8. The obligations of the Borrower under the terms of this Promissory Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender’s successors-in-interest, legal representatives, and assigns.

9. This Promissory Note is also subject to the terms and conditions of the Development Agreement.

**IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Development Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Agreement only by another written agreement.**

Dated as of \_\_\_\_\_, 2019.

ComPort LLC  
an Iowa limited liability company

\_\_\_\_\_  
By: Julie Ryan, Manager

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Julie Ryan, to me personally known, who, being by me duly sworn, did say that she is Manager of ComPort LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

**EXHIBIT D -1**

**PROPERTY OWNER ANNUAL CERTIFICATION**

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Property Owner certifies the following:

During the time period covered by this Certification, the Property Owner is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Property Owner in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The undersigned officer of Property Owner has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Property Owner is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ComPort LLC, an Iowa limited liability company

By: \_\_\_\_\_  
Julie Ryan, Manager

**Attachments: Proof of payment of taxes**

**EXHIBIT D -2**

**TENANT ANNUAL CERTIFICATION**

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Tenant certifies the following:

During the time period covered by this Certification, the Tenant is and was in compliance with the Agreement as follows:

(i) The total number of Full-Time Equivalent Employees, as defined in Article I, paragraph 2(a) of the Agreement, employed by Tenant at the Development Property as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May1, 20__ : _____	November 1, 20__ : _____

(ii) The undersigned officer of Tenant has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Legacy Capital Partners, Inc.

By: \_\_\_\_\_  
Daniel Porter, Partner

**EXHIBIT F**

**PROPERTY OWNER CERTIFICATION OF PROJECT COSTS**

ComPort LLC, (the “Property Owner”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Property Owner for the Minimum Improvements that are the subject of a Development Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of West Des Moines, Iowa and the Property Owner (the “Agreement”). The Property Owner certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses.

In the event of an overpayment by the City for expenses not actually incurred or for unallowable expenses, or if payment was received from another source for any portion of the expenses claimed, the Property Owner assumes responsibility for repaying the City in full for those expenses.

<b>Certified Project Costs</b>					
<b>Necessary For Regulatory Compliance? Y/N (Y=will be applied to RCF program if eligible; N=will be applied to PIF program if eligible)</b>	<b>Project Cost Category</b>	<b>Engineering, Plans, Specifications</b>	<b>Construction Costs</b>	<b>Material Costs</b>	<b>Miscellaneous</b>
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	<b>Total Cost per category</b>				

If you need additional space please attach another table.

**Attach actual receipts and invoices and lien waivers**

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_  
ComPort LLC

**EXHIBIT G**

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

**Type of Document:** **MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF WEST DES MOINES, COMPORT LLC, AND LEGACY CAPITAL PARTNERS, INC.**

**Return Document to:** Ryan Jacobson, City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
West Des Moines, IA 50265

**Preparer Information:** Katie Hernandez, City of West Des Moines, 4200 Mills Civic Pkwy, Ste. 1A, West Des Moines, IA 50265, 515-273-0770

**Taxpayer Information:** N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION:

-EX W 6F- N 1/2 LT 6 BLK 10 VALLEY JUNCTION

Polk County, Iowa Parcel ID number: 320/04363-001-000

Address: 214 5th Street, West Des Moines, IA 50265

WHEREAS, the City of West Des Moines, Iowa (the "City"), ComPort LLC ("Property Owner"), and Legacy Capital Partners, Inc. ("Tenant") did on or about the \_\_\_\_ day of \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Property Owner and Tenant agreed, in accordance with the terms of the Agreement to develop and operate certain real property located within the City.

The Development Property is described as follows:

-EX W 6F- N 1/2 LT 6 BLK 10 VALLEY JUNCTION

Polk County, Iowa Parcel ID number: 320/04363-001-000

Address: 214 5th Street, West Des Moines, IA 50265

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2019, and terminates as set forth in the Agreement; and

WHEREAS, the City and Property Owner and Tenant desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

*[Signatures Start on Next Page]*

CITY OF WEST DES MOINES, IOWA

By: \_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

By: \_\_\_\_\_  
Ryan Jacobson, City Clerk

STATE OF IOWA            )  
  ) ss:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Russ Trimble and Ryan Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor Pro tem and City Clerk, respectively, of the City of West Des Moines, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement – City of West Des Moines, Iowa)*

ComPort LLC

By: \_\_\_\_\_  
Julie Ryan, Manager

STATE OF IOWA            )  
                                      )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Julie Ryan, to me personally known, who, being by me duly sworn, did say that she is Manager of ComPort LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement –Property Owner)*



Legacy Capital Partners, Inc., an Iowa corporation

\_\_\_\_\_  
By: Daniel Porter, Partner

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Daniel Porter, to me personally known, who, being by me duly sworn, did say that he is Partner of Legacy Capital Partners, Inc., and that said instrument was signed on behalf of said corporation; and that the said Partner as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement –Tenant)*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
AMONG THE CITY OF WEST DES MOINES, COMPORT  
LLC, AND LEGACY CAPITAL PARTNERS, INC.

WHEREAS, by Resolution No. 17-04-03-14, adopted April 3, 2017, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan") for the Historic West Des Moines Urban Renewal Area (the "Area") described therein, which Plan is on file in the office of the Recorder of Polk County; and

WHEREAS, the City has also approved Resolution No. 17-02-06-20, establishing the Property Improvement Fund ("PIF") Program, later amended by Resolution No. 17-05-30-16, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

WHEREAS, the City has also approved Resolution No. 17-02-06-21, establishing the Regulatory Compliance Fund ("RCF") Program, later amended by Resolution No. 17-06-12-11, which is an economic incentive policy to assist property owners in the Area with costs of compliance with government regulations; and

WHEREAS, the Property Improvement Fund Program and Regulatory Compliance Fund Program have been identified as eligible projects under the Plan; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from ComPort LLC (the "Property Owner") and Legacy Capital Partners, Inc. (the "Tenant"), in the form of a proposed Development Agreement (the "Agreement") by and among the City, Property Owner, and Tenant, pursuant to which, among other things, the Property Owner would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Historic West Des Moines Urban Renewal Area as defined and legally described in the Agreement ("Development Property") and consisting of the redevelopment of the Development Property, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, pursuant to the Regulatory Compliance Fund program, the Agreement would obligate the City to submit reimbursements to the Property Owner in the form of a Grant consisting of not more than 50% of the total project cost for improvements to comply with regulatory obligations, or \$75,000, whichever is less, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, pursuant to the Property Improvement Fund program, the Agreement would obligate the City to submit reimbursements to Property Owner in the form of a No Interest Loan not to exceed \$75,000 for improvement projects, subject to City approval and the terms and conditions of the Agreement, and Property Owner would pay back the loan in full within no more than 10 years after project completion; and

WHEREAS, one of the obligations of the Tenant relates to employment retention and/or creation; and

WHEREAS, this Agreement is consistent with the Property Improvement Fund program and/or Regulatory Compliance Fund program; and

WHEREAS, Iowa Code Chapter 15A authorizes cities to make loans and grants for economic development and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property

owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants or loans to the Property Owner in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor Pro tem and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor Pro tem and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 15<sup>th</sup> day of April, 2019.

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Russ Trimble, Mayor Pro tem

ATTEST:

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Ryan Jacobson, City Clerk

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

**ITEM:** Public Hearing for the Issuance of Not to Exceed  
\$6,000,000 General Obligation Urban Renewal Bonds  
(8300 Mills Parkway Urban Renewal Area) (Series 2019 B)

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged; the underlying project costs have been included in the fiscal year 2019-20 budget. It is expected that these bonds will close prior to June 30, 2019, and the costs associated with this proposed issuance will appear in the FY 2018-19 budget as part of the next budget amendment. This issuance will not affect the City's debt service levy rate of \$1.95 per \$1,000 of taxable valuation. Repayment funds will be generated through the 8300 Mills Parkway Urban Renewal Area, and bond payments have been considered when projecting future cash flow needs for this URA.

**BACKGROUND:** This public hearing will consider the future sale of not to exceed \$6.0 million General Obligation Urban Renewal Bonds to partially defray the costs of constructing projects in the 8300 Mills Parkway Urban Renewal Area, including widening and reconstruction of Mills Parkway and S 81<sup>st</sup> Street and constructing new segments of S 85<sup>th</sup> Street and Cascade Avenue, along with the accompanying water, sewer, and other necessary infrastructure improvements. These improvements were committed to by the City as conditions of a development agreement between itself, Midland National Life Insurance Company, and Sammons Financial Group, Inc. which was approved by Council on March 13, 2019.

With this item, the Council is asked to adopt a resolution directing that the City's current and future budgets include the proper amount of revenue needed to meet the debt service requirements of these issuances. This will allow the City to institute proceedings needed to issue the bonds and also collect revenue through Urban Renewal Area tax revenues in amounts needed to repay the bonds.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Conduct the public hearing and adopt the resolution which authorizes the future issuance of not to exceed \$6,000,000 General Obligation Urban Renewal Bonds (Essential Corporate Purpose).

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



**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<input checked="" type="checkbox"/>

**PUBLICATION(S)** (if applicable)

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

Resolution Taking Additional Action on Proposal to Enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019B

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019B (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,000,000 for the purpose of paying the costs, to that extent, of constructing street, sanitary sewer, storm water management, water system and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on April 15, 2019; and

WHEREAS, it is now necessary to take additional action with respect to the proposal to enter into the Loan Agreement;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 15, 2019.

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

••••

On motion and vote, the meeting adjourned.

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Mayor Pro Tem

Attest:

---

City Clerk

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

**ITEM:** Public Hearing for the Issuance of Not to Exceed  
\$9,500,000 General Obligation Urban Renewal Bonds  
(Coachlight Urban Renewal Area) (Series 2019 C)

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged; the underlying project costs have been included in the fiscal year 2019-20 budget. It is expected that these bonds will close prior to June 30, 2019, and the costs associated with this proposed issuance will appear in the FY 2018-19 budget as part of the next budget amendment. This issuance will not affect the City's debt service levy rate of \$1.95 per \$1,000 of taxable valuation. Repayment funds will be generated through the Coachlight Urban Renewal Area, and bond payments have been considered when projecting future cash flow needs for this URA.

**BACKGROUND:** This public hearing will consider the future sale of not to exceed \$9.5 million General Obligation Urban Renewal Bonds to partially defray the costs of constructing projects in the Coachlight Urban Renewal Area, including re-routing, widening and reconstruction of segments of Mills Parkway and S 88<sup>st</sup> Street along with the accompanying water, sewer, fiber, street lighting, sidewalk, and other necessary infrastructure improvements.


With this item, the Council is asked to adopt a resolution directing that the City's current and future budgets include the proper amount of revenue needed to meet the debt service requirements of these issuances. This will allow the City to institute proceedings needed to issue the bonds and also collect revenue through Urban Renewal Area tax revenues in amounts needed to repay the bonds.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Conduct the public hearing and adopt the resolution which authorizes the future issuance of not to exceed \$9,500,000 General Obligation Urban Renewal Bonds (Essential Corporate Purpose).

**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	Finance & Administration		
Date Reviewed	February 28, 2018		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split



RESOLUTION NO. \_\_\_\_\_

Resolution Taking Additional Action on Proposal to Enter into a General  
Obligation Corporate Purpose Loan Agreement, Series 2019C

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019C (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,500,000 for the purpose of paying the costs, to that extent, of constructing street, sanitary sewer, storm water management, water system and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on April 15, 2019; and

WHEREAS, it is now necessary to take additional action with respect to the proposal to enter into the Loan Agreement;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 15, 2019.

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

••••

On motion and vote, the meeting adjourned.

---

Mayor Pro Tem

Attest:

---

City Clerk

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

**ITEM:** Public Hearing for the Issuance of Not to Exceed  
\$6,270,000 General Obligation Urban Renewal Bonds  
(Woodland Hills Urban Renewal Area) (Series 2019 D)

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged; the underlying project costs have been included in the fiscal year 2019-20 budget. It is expected that these bonds will close prior to June 30, 2019, and the costs associated with this proposed issuance will appear in the FY 2018-19 budget as part of the next budget amendment. This issuance will not affect the City's debt service levy rate of \$1.95 per \$1,000 of taxable valuation. Repayment funds will be generated through the Woodland Hills Urban Renewal Area, and bond payments have been considered when projecting future cash flow needs for this URA.

**BACKGROUND:** This public hearing will consider the future sale of not to exceed \$6.27 million General Obligation Urban Renewal Bonds to partially defray the costs of constructing projects in the Coachlight Urban Renewal Area, including widening and reconstruction of segments of Booneville Road (west of S 88th St), along with the accompanying water, sewer, street lighting, sidewalk, and other necessary infrastructure improvements.


With this item, the Council is asked to adopt a resolution directing that the City's current and future budgets include the proper amount of revenue needed to meet the debt service requirements of these issuances. This will allow the City to institute proceedings needed to issue the bonds and also collect revenue through Urban Renewal Area tax revenues in amounts needed to repay the bonds.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Conduct the public hearing and adopt the resolution which authorizes the future issuance of not to exceed \$6,270,000 General Obligation Urban Renewal Bonds (Essential Corporate Purpose).

**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	Finance & Administration		
Date Reviewed	February 28, 2018		
Recommendation	 Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

Resolution Taking Additional Action on Proposal to Enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019D

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019D (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,270,000 for the purpose of paying the costs, to that extent, of constructing street, sanitary sewer, storm water management, water system and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on April 15, 2019; and

WHEREAS, it is now necessary to take additional action with respect to the proposal to enter into the Loan Agreement;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 15, 2019.

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

• • • •

On motion and vote, the meeting adjourned.

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Mayor Pro Tem

Attest:

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City Clerk

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Public Hearing for the Issuance of Not to Exceed  
\$2,150,000 General Obligation Urban Renewal Bonds  
(Mills Parkway Urban Renewal Area) (Series 2019 E)

**DATE:** April 15, 2019

**FINANCIAL IMPACT:** Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged; the underlying project costs have been included in the fiscal year 2019-20 budget. It is expected that these bonds will close prior to June 30, 2019, and the costs associated with this proposed issuance will appear in the FY 2018-19 budget as part of the next budget amendment. This issuance will not affect the City's debt service levy rate of \$1.95 per \$1,000 of taxable valuation. Repayment funds will be generated through the Mills Parkway Urban Renewal Area, and bond payments have been considered when projecting future cash flow needs for this URA.

**BACKGROUND:** This public hearing will consider the future sale of not to exceed \$2.15 million General Obligation Urban Renewal Bonds to partially defray the costs of constructing projects in the Mills Parkway Urban Renewal Area (Subdistrict #7), primarily construction of the segments of Grand Avenue between Jordan Creek Parkway and S 88<sup>th</sup> St, along with the accompanying water, sewer, street lighting, sidewalk, and other necessary infrastructure improvements.


With this item, the Council is asked to adopt a resolution directing that the City's current and future budgets include the proper amount of revenue needed to meet the debt service requirements of these issuances. This will allow the City to institute proceedings needed to issue the bonds and also collect revenue through Urban Renewal Area tax revenues in amounts needed to repay the bonds.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Conduct the public hearing and adopt the resolution which authorizes the future issuance of not to exceed \$2,150,000 General Obligation Urban Renewal Bonds (Essential Corporate Purpose).

**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	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

Resolution Taking Additional Action on Proposal to Enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019E

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement, Series 2019E (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,150,000 for the purpose of paying the costs, to that extent, of constructing street, sanitary sewer, storm water management, water system and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on April 15, 2019; and

WHEREAS, it is now necessary to take additional action with respect to the proposal to enter into the Loan Agreement;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 15, 2019.

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

• • • •

On motion and vote, the meeting adjourned.

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Mayor Pro Tem

Attest:

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City Clerk



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

**DATE: April 15, 2019**

**ITEM:**

Resolution - Opening and Closing Public Hearing Regarding the Final Design and Site Selection and Approval of the Acquisition of Property, Including Agricultural Property  
S. 85<sup>th</sup> Street – Cascade Avenue to Mills Civic Parkway  
0510-007-2019

**FINANCIAL IMPACT:**

None at this time.

**BACKGROUND:**

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

The attached Resolution opens and closes the public hearing; approves the design and location of the project; approves the acquisition of property, including agricultural property necessary for the project, at the fair market value to be established by compensation estimate and/or appraisal; approves hiring of appraiser; and approves initiation and completion of condemnation proceedings, if necessary.

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 Opening and Closing Public Hearing Regarding the Final Design and Site Selection and Approval of the Acquisition of Property, Including Agricultural Property

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE  
FINAL DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF  
PROPERTY, INCLUDING AGRICULTURAL PROPERTY, FOR THE  
CONSTRUCTION OF THE**

**S. 85<sup>TH</sup> STREET – CASCADE AVENUE TO MILLS CIVIC PARKWAY PROJECT,  
PROJECT NO. 0510-007-2019**

**WHEREAS**, the City of West Des Moines has previously approved funding for the construction of the S. 85<sup>th</sup> Street – Cascade Avenue to Mills Civic Parkway Project, Project Number 0510-007-2019 (hereinafter “Project”); and

**WHEREAS**, the proposed project site includes agricultural property; and

**WHEREAS**, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired, and Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

**WHEREAS**, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

**WHEREAS**, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on April 5, 2019, a copy of which is on file in the Office of the City Clerk; and

**WHEREAS**, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

**WHEREAS**, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the Project.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.

3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.
4. The public hearing on this matter is closed.
5. The design and location of the Project, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.
6. The City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project, the locations and descriptions of which are shown on the attached Exhibit "A".
7. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property and easements necessary for the construction of the Project is hereby approved.
8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.
9. City staff is further authorized to acquire the property and easements through voluntary acquisition or gift based upon the fair market value of each property as determined by the M.A.I. appraisal or compensation estimates, which upon the appraisals/estimates completion are hereby approved (copies of which shall be on file in the Office of the City Clerk).
10. Upon the inability of the City to acquire the property voluntarily or by gift, condemnation of such property is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings.
11. Acquisition of property related to the Project shall be done in accordance with all local, state and federal laws and regulations.

**PASSED AND ADOPTED** this 15th day of April, 2019.

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Russ Trimble, Mayor Pro tem

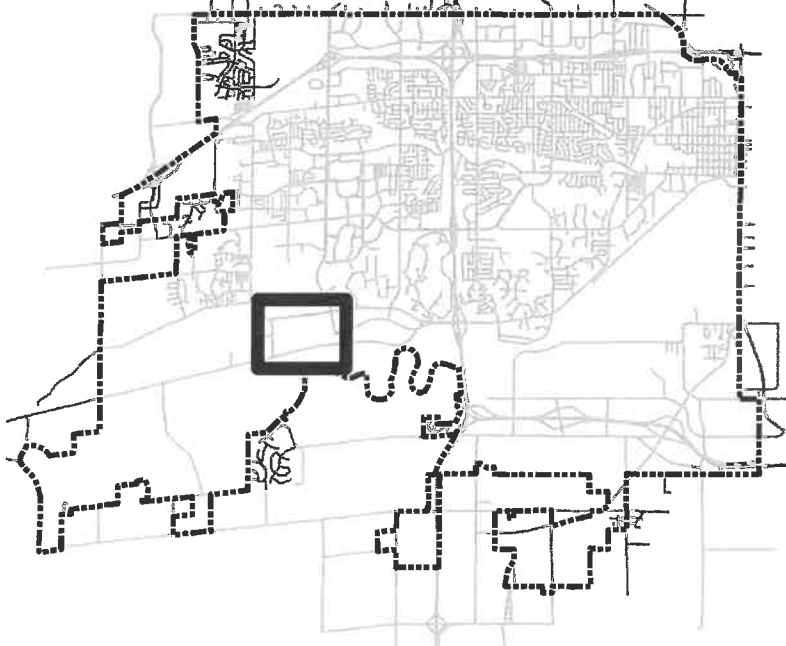
ATTEST:

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Ryan T. Jacobson, City Clerk



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**S 85th Street - Cascade Avenue to Mills Civic Parkway**

LOCATION:

**Exhibit "A"**

DRAWN BY: BJM

DATE: 3/12/2019

PROJECT NUMBER/NAME: 0510-007-2019

SHT. 1 of 1

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

**DATE: April 15, 2019**

**ITEM:**

Public Hearing (5:35 p.m.)  
Booneville Road Reconstruction – South 88th Street to West of South 100th Street

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$4,683,669.65 for Booneville Road Reconstruction – South 88th Street to West of South 100th Street. There were five (5) bids submitted with the low bid of \$4,759,675.53 being submitted by Absolute Concrete of Slater, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Woodland Hills Urban Renewal Area TIF. Funds for the project are available in the FY 19-20 budget, but due to timing of the construction season, this project will begin on an accelerated schedule.

**BACKGROUND:**

This project consists of the reconstruction of Booneville Road from South 88th Street to west of South 100th Street from an existing gravel roadway to a two-lane urban roadway with dedicated left turn lanes at major intersections. The project also includes grading, storm sewer, water main, paving, sidewalk, and other miscellaneous work. The project has been closely coordinated with the Dawson’s Ridge, Kings Landing Plat 2, and Kings Grove Townhomes subdivisions planned along this corridor. The project is anticipated to be paved and open to traffic by November 15, 2019 with the remainder of the work to be completed by May 15, 2020.

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 adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Booneville Road Reconstruction – South 88th Street to West of South 100th Street;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Absolute Concrete.

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

**STAFF REVIEWS**

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

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on March 18, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Booneville Road Reconstruction – South 88th Street to West of South 100th Street  
Project No. 0510-006-2017**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**RESOLUTION APPROVING THE AWARDING OF A CONTRACT**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Booneville Road Reconstruction – South 88th Street to West of South 100th Street  
Project No. 0510-006-2017**

and,

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council;  
and,

**WHEREAS**, irregularities were noted on one of the bids that was received; and,

**WHEREAS**, the irregularities noted were not substantive in nature; and,

**WHEREAS**, the bid of Absolute Concrete in the amount of \$4,759,675.53 was the lowest responsible bid received for said public improvement;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, waives the irregularities in the bids that were received.

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the Booneville Road Reconstruction – South 88th Street to West of South 100th Street is hereby awarded to Absolute Concrete in the amount of \$4,759,675.53 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

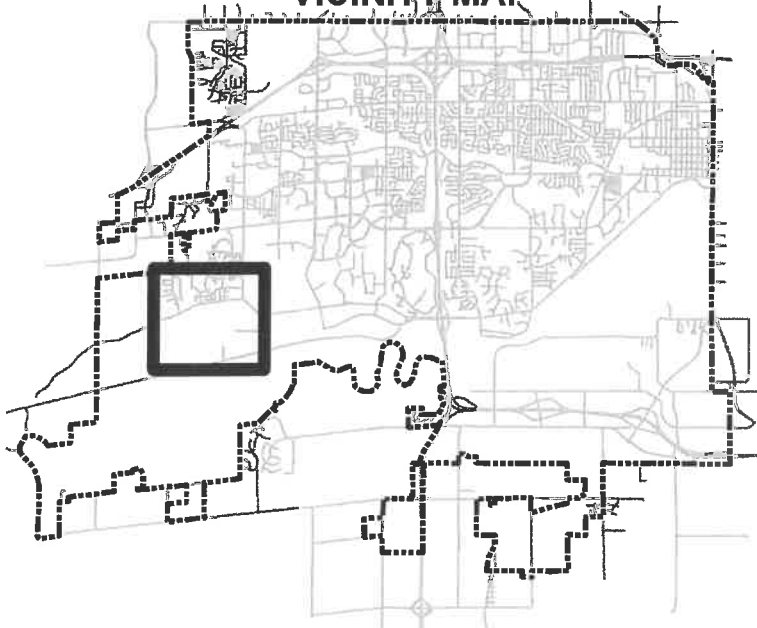








**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT:	<b>Booneville Road Reconstruction</b>		
LOCATION:	<b>South 88th Street to west of South 100th Street</b>		
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: April 15, 2019**

**ITEM:**

Public Hearing (5:35 p.m.)  
2019 HMA Resurfacing Program

**FINANCIAL IMPACT:**

The revised Engineering Estimate of Construction Cost was estimated to be \$2,125,225.05 for the 2019 HMA Resurfacing Program. There were two (2) bids submitted with the low bid of \$2,101,646.25 being submitted by Des Moines Asphalt & Paving of Ankeny, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Road Use Tax. Funds for the project are available in the FY 19-20 budget, but due to timing of the construction season, this project will begin on an accelerated schedule.

**BACKGROUND:**

The 2019 HMA Resurfacing Program includes Portland Cement Concrete (PCC) street repairs and hot mixed asphalt (HMA) overlays at various locations throughout the City of West Des Moines (see attached map). The project is anticipated to be completed by November 15, 2019.

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 adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 2019 HMA Resurfacing Program;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Des Moines Asphalt & Paving.

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

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on March 18, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this 15th day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**RESOLUTION APPROVING THE AWARDING OF A CONTRACT**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

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

and,

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council; and,

**WHEREAS**, the bid of Des Moines Asphalt & Paving in the amount of \$2,101,646.25 was the lowest responsible bid received for said public improvement;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the 2019 HMA Resurfacing Program is hereby awarded to Des Moines Asphalt & Paving in the amount of \$2,101,646.25 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED** on this 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



# BID TABULATION

## City of West Des Moines

### 2019 HMA RESURFACING PROGRAM

Project Number: 18-22042  
 Bid Letting Time & Date: 2:00 p.m. - Wednesday, April 10, 2019  
 Bid Letting Location: City of West Des Moines 4200 Mills Civic Parkway Suite 2B West Des Moines, IA 50265  
 West Des Moines Project No. 0510-003-2019

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.

*[Signature]*

DATE: April 10, 2019 LICENSED NUMBER: 20894

Item No.	Construction Item	Unit	Quantity	OMG Midwest, Inc. dba Des Moines Asphalt and Paving 2401 SE Tonnes Dr., Suite 13 Ankeny, IA 50021 Bid Bond 10%		Grimes Asphalt and Paving Corp. 5650 NE 22nd Street Des Moines, IA 50313 Bid Bond 10%		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>FIXTURE ADJUSTMENT</b>									
1	MANHOLE ADJUSTMENT, MINOR	EA	14	\$ 3,100.00	\$ 43,400.00	\$ 2,500.00	\$ 35,000.00	\$ 3,150.00	\$ 44,100.00
2	MANHOLE ADJUSTMENT, MAJOR, TYPE A/T	EA	1	\$ 3,900.00	\$ 3,900.00	\$ 3,125.00	\$ 3,125.00	\$ 8,000.00	\$ 8,000.00
3	INTAKE ADJUSTMENT MINOR, CASTINGS, RISERS	EA	11	\$ 585.00	\$ 6,435.00	\$ 3,750.00	\$ 41,250.00	\$ 450.00	\$ 4,950.00
4	INTAKE ADJUSTMENT MINOR, REPLACE CASTING	EA	6	\$ 3,525.00	\$ 21,150.00	\$ 3,750.00	\$ 22,500.00	\$ 2,600.00	\$ 15,600.00
5	INTAKE ADJUSTMENT, MAJOR, PARTIAL	EA	1	\$ 4,150.00	\$ 4,150.00	\$ 3,750.00	\$ 3,750.00	\$ 4,250.00	\$ 4,250.00
6	INTAKE ADJUSTMENT, MAJOR, M-C	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,250.00	\$ 6,250.00	\$ 7,000.00	\$ 7,000.00
7	INTAKE ADJUSTMENT, MAJOR, M-E	EA	1	\$ 6,900.00	\$ 6,900.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
8	WATER VALVE BOX ADJUSTMENT	EA	10	\$ 100.00	\$ 1,000.00	\$ 875.00	\$ 8,750.00	\$ 400.00	\$ 4,000.00
9	WATER VALVE BOX ADJUSTMENT, RETRO TO SLIDE TYPE TOP REPLACEMENT	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00
<b>EXCAVATION, BACKFILL, GRADING AND SHOULDERS</b>									
10	EXCAVATION, CLASS 10	CY	88	\$ 39.00	\$ 3,432.00	\$ 163.00	\$ 14,344.00	\$ 50.00	\$ 4,400.00
11	MODIFIED SUBBASE	TON	166	\$ 42.25	\$ 7,013.50	\$ 94.00	\$ 15,604.00	\$ 30.00	\$ 4,980.00
12	GRANULAR SHOULDERS	TON	70	\$ 43.50	\$ 3,045.00	\$ 81.00	\$ 5,670.00	\$ 40.00	\$ 2,800.00
<b>STREET PATCHING AND PAVEMENT REPAIR</b>									
13	4" SIDEWALK REPLACEMENT	SY	233	\$ 97.50	\$ 22,717.50	\$ 112.50	\$ 26,212.50	\$ 86.00	\$ 20,038.00
14	6" SIDEWALK REPLACEMENT	SY	154	\$ 130.00	\$ 20,020.00	\$ 125.00	\$ 19,250.00	\$ 92.00	\$ 14,168.00
15	6" DRIVEWAY REPLACEMENT	SY	20	\$ 149.00	\$ 2,980.00	\$ 125.00	\$ 2,500.00	\$ 93.00	\$ 1,860.00
16	PCC CURB AND GUTTER REPLACEMENT	LF	420	\$ 85.00	\$ 35,700.00	\$ 88.00	\$ 36,960.00	\$ 92.00	\$ 38,640.00
17	DETECTABLE WARNINGS	SF	222	\$ 55.00	\$ 12,210.00	\$ 63.00	\$ 13,986.00	\$ 50.00	\$ 11,100.00
18	FULL DEPTH PATCHES, M-4 MIX, 7", PCC	SY	467	\$ 127.00	\$ 59,309.00	\$ 140.00	\$ 65,380.00	\$ 92.00	\$ 42,964.00
19	FULL DEPTH PATCHES, M-4 MIX, 9", PCC	SY	194	\$ 144.00	\$ 27,936.00	\$ 190.00	\$ 36,860.00	\$ 128.00	\$ 24,832.00
20	FULL DEPTH PATCHES, M-4 MIX, 10", PCC	SY	2570	\$ 174.00	\$ 447,180.00	\$ 194.00	\$ 498,580.00	\$ 138.00	\$ 354,660.00
21	FULL DEPTH PATCHES, 10", 5 HOUR MIX	SY	79	\$ 224.00	\$ 17,696.00	\$ 208.00	\$ 16,432.00	\$ 173.00	\$ 13,667.00
22	FULL DEPTH PATCHES, HMA	SY	252	\$ 148.00	\$ 37,296.00	\$ 178.00	\$ 44,856.00	\$ 111.00	\$ 27,972.00
23	SURFACE MILLING	SY	14185	\$ 5.25	\$ 74,471.25	\$ 11.00	\$ 156,035.00	\$ 6.15	\$ 87,237.75
24	REMOVAL OF PAVEMENT	SY	20	\$ 17.00	\$ 340.00	\$ 32.00	\$ 640.00	\$ 25.00	\$ 500.00
25	CRACK AND JOINT, CLEANING AND SEALING, HOT POUR	LF	18110	\$ 1.40	\$ 25,354.00	\$ 3.00	\$ 54,330.00	\$ 0.85	\$ 15,393.50
<b>HOT MIX HMA</b>									
26	HOT MIX ASPHALT HIGH TRAFFIC, LEVELING COURSE, 1/2 IN. MIX, 75% CRUSHED	TON	598	\$ 110.00	\$ 65,780.00	\$ 125.00	\$ 74,750.00	\$ 118.00	\$ 70,564.00
27	HOT MIX ASPHALT HIGH TRAFFIC, INTERLAYER	TON	2271	\$ 124.00	\$ 281,604.00	\$ 160.00	\$ 363,360.00	\$ 144.00	\$ 327,024.00
28	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, 75% CRUSHED	TON	5642	\$ 111.00	\$ 626,262.00	\$ 125.00	\$ 705,250.00	\$ 116.00	\$ 654,472.00
<b>TRAFFIC CONTROL</b>									
29	TRAFFIC CONTROL	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 81,250.00	\$ 81,250.00	\$ 96,000.00	\$ 96,000.00
30	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	DAY	48	\$ 220.00	\$ 10,560.00	\$ 187.50	\$ 9,000.00	\$ 105.00	\$ 5,040.00
31	OFF DUTY POLICE OFFICER	HOUR	32	\$ 50.00	\$ 1,600.00	\$ 75.00	\$ 2,400.00	\$ 85.00	\$ 2,720.00
32	FLAGGER	DAY	28	\$ 450.00	\$ 12,600.00	\$ 600.00	\$ 16,800.00	\$ 525.00	\$ 14,700.00
33	RELOCATING PEDESTRIAN PUSH BUTTON	EA	1	\$ 275.00	\$ 275.00	\$ 312.50	\$ 312.50	\$ 450.00	\$ 450.00
<b>TRAFFIC SIGNAL</b>									
34	TRAFFIC DETECTION LOOPS	EA	3	\$ 1,325.00	\$ 3,975.00	\$ 1,500.00	\$ 4,500.00	\$ 1,275.00	\$ 3,825.00
<b>PAVEMENT MARKINGS</b>									



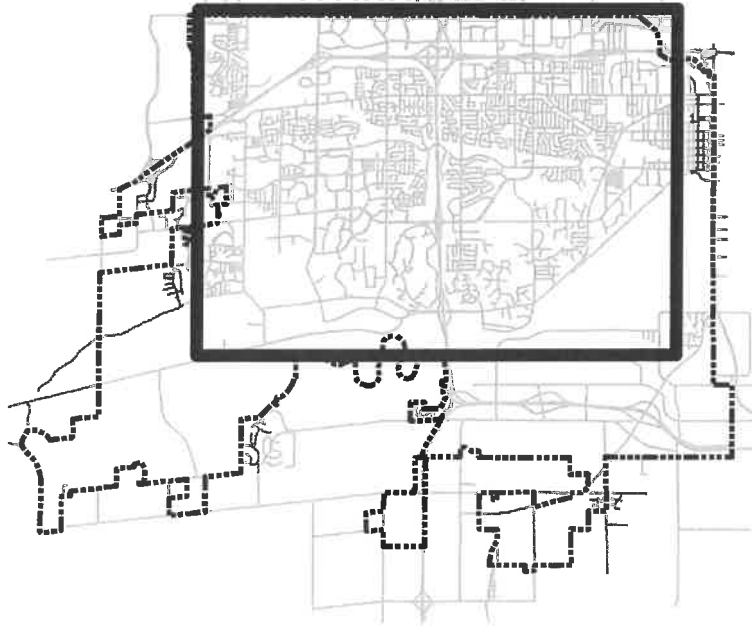
# BID TABULATION

City of West Des Moines  
2019 HMA RESURFACING PROGRAM

35	PERMANENT PAINTED PAVEMENT MARKINGS	LF	19545	\$	1.00	\$	19,545.00	\$	2.00	\$	39,090.00	\$	1.93	\$	37,721.85	
36	TEMPORARY PAINTED PAVEMENT MARKINGS	LF	18415	\$	1.00	\$	18,415.00	\$	1.50	\$	27,622.50	\$	1.93	\$	35,540.95	
37	PERMANENT SYMBOLS AND LEGENDS, PREFORMED THERMOPLASTIC MARKING MATERIAL	LF	49	\$	580.00	\$	28,420.00	\$	600.00	\$	29,400.00	\$	52.50	\$	25,725.00	
<b>EARTHWORK AND SEEDING</b>																
38	GRADING, SHAPING, AND SODDING FOR SIDEWALKS	EA	17	\$	1,650.00	\$	28,050.00	\$	4,100.00	\$	69,700.00	\$	1,650.00	\$	28,050.00	
39	TEMPORARY ROLLED EROSION CONTROL	SY	100	\$	38.50	\$	3,850.00	\$	37.50	\$	3,750.00	\$	14.00	\$	1,400.00	
40	REVIEWMENT, CLASS E	TON	97	\$	75.00	\$	7,275.00	\$	250.00	\$	24,250.00	\$	40.00	\$	3,880.00	
<b>RAILROAD PROTECTIVE LIABILITY INSURANCE</b>																
41	RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$	19,000.00	\$	19,000.00	\$	18,750.00	\$	18,750.00	\$	36,000.00	\$	36,000.00	
42	CONSTRUCTION SURVEY	LS	1	\$	8,000.00	\$	8,000.00	\$	8,750.00	\$	8,750.00	\$	19,000.00	\$	19,000.00	
<b>TOTAL CONSTRUCTION COST</b>											<b>\$</b>	<b>2,101,646.25</b>	<b>\$</b>	<b>2,617,199.50</b>	<b>\$</b>	<b>2,125,225.05</b>



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:	<b>2019 HMA Resurfacing Program</b>		
LOCATION:	<b>Exhibit "A"</b>		
DRAWN BY: JDR	DATE: 3/11/2019	PROJECT NUMBER/NAME: 0510-003-2019	SHT. 1 of 1



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

**DATE:** April 15, 2019

**ITEM:** Public Hearing – Neighborhood Park Signage – City Initiated:

1. Resolution – Approval of Plans and Specifications
2. Motion – Receive and File Report of Bids
3. Motion – Defer Award of Contract

**FINANCIAL IMPACT:** Not known at this time.

**BACKGROUND:** Bids were received for the Neighborhood Park Signage project on April 10, 2019. Eight contractors submitted bids, and the lowest bids were substantially lower than the estimate prepared by the project consultant, Shive Hattery. The lowest responsible bid of \$248,421.00 was received from Hilton Displays, LLC from Greenville, South Carolina. The total project estimate was \$447,150.00. There is \$450,000 available in City funds for this project. Due to the low bid number, an out of state contractor and no past experience with this contractor, staff is recommending deferral of contract award to allow time to check references and have additional conversations with this contractor.

The Council is asked to hold the public hearing on the plans, specifications, estimate of cost, and form of contract, approve the resolution adopting the same, and receive and file the report of bids. Staff requests that the Council defer action on the award of contract until the May 6, 2019 meeting. This will allow time for the consultant and staff to make an informed recommendation. A copy of the bid tabulation is attached for your information.

**OUTSTANDING ISSUES:** No outstanding issues other than those already described above.

**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 move to defer the award of contract for three weeks until next Council meeting.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks and Recreation	SO by DS
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	April 5, 2019

**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 March 18, 2019 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Neighborhood Park Signage**

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 15<sup>th</sup> day of April, 2019.

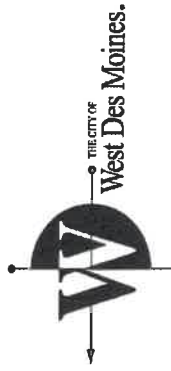
\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

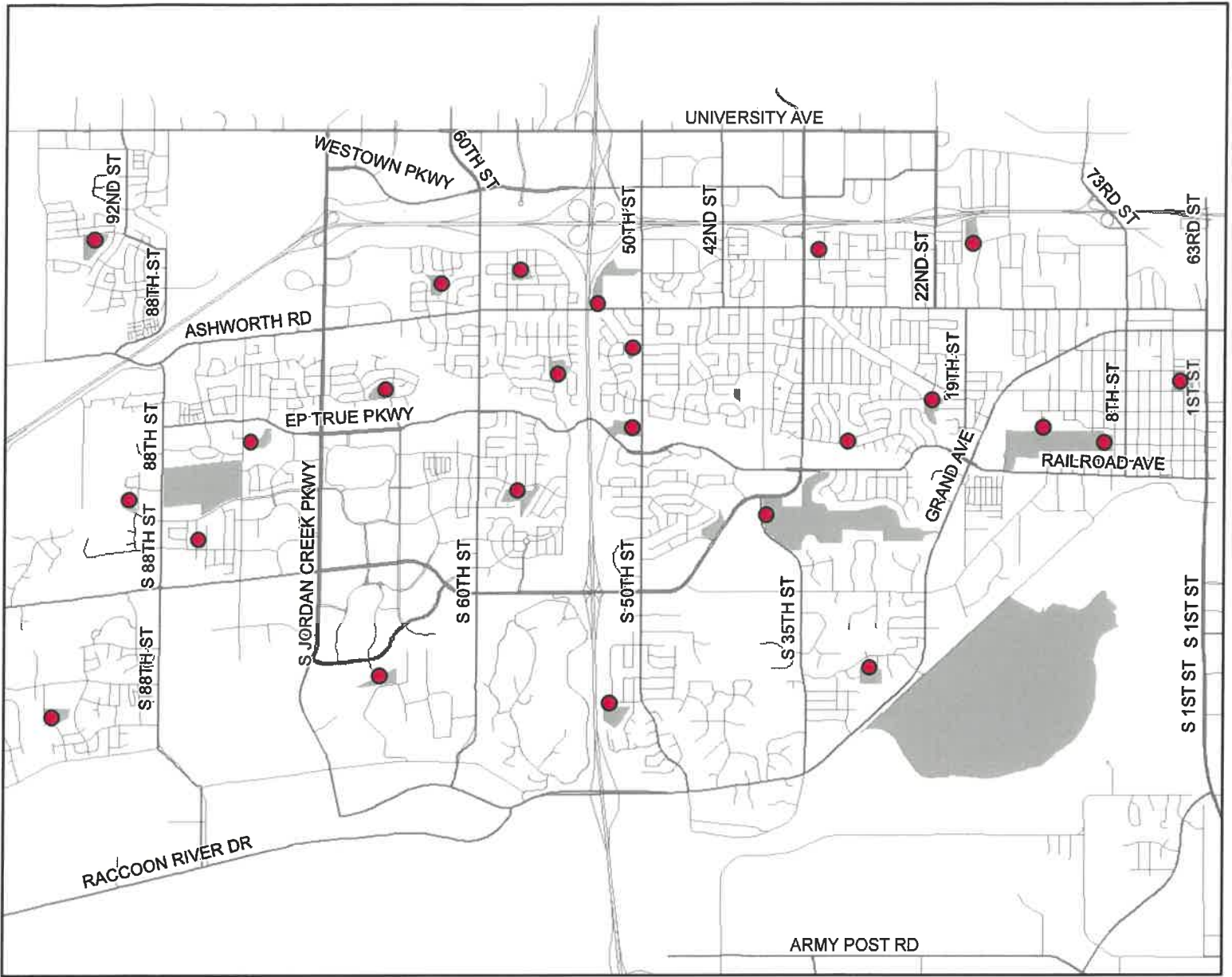
City of West Des Moines  
 Neighborhood Park Signage Project  
 Project No. 0510 094 2017  
 Tabulation of Bids  
 April 10, 2019  
 Engineers Estimate: \$447,150.00

I hereby certify that this is a true and correct tabulation of bids received on  
 April 10th, 2019 for the Neighborhood Park Signage Project  
 in West Des Moines, Iowa.  
 Kevin Conn, PLA License # 00427 Date: 4/10/2019



Item #	Item	Unit	Quantity	Bidder 1		Bidder 2		Bidder 3		Bidder 4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sign Type A - 8' wide sign	LS	7	9,345.00	\$ 65,415.00	9,550.00	\$ 66,850.00	11,950.00	\$ 83,650.00	12,980.00	\$ 90,860.00
2	Sign Type B - 10' wide sign	LS	18	10,167.00	\$ 183,006.00	10,173.00	\$ 183,114.00	13,450.00	\$ 242,100.00	14,665.00	\$ 263,970.00
<b>Bid Total</b>				\$	\$ 248,421.00	\$	\$ 249,964.00	\$	\$ 325,750.00	\$	\$ 354,830.00

Item #	Item	Unit	Quantity	Bidder 5		Bidder 6		Bidder 7		Bidder 8	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sign Type A - 8' wide sign	LS	7	14,250.00	\$ 99,750.00	15,376.00	\$ 107,632.00	16,000.00	\$ 112,000.00	16,500.00	\$ 115,500.00
2	Sign Type B - 10' wide sign	LS	18	14,970.00	\$ 269,460.00	15,873.00	\$ 285,714.00	17,000.00	\$ 306,000.00	17,050.00	\$ 306,900.00
<b>Bid Total</b>				\$	\$ 369,210.00	\$	\$ 393,346.00	\$	\$ 418,000.00	\$	\$ 422,400.00



**VICINITY MAP**



**LEGEND**

● Project Area



	PROJECT: <b>NEIGHBORHOOD PARK ENTRY SIGNAGE</b>			
	LOCATION: <b>CITYWIDE</b>			
	DRAWN BY: <b>MAA</b>	DATE: <b>3/14/2019</b>	PROJECT NO.:	SHT. <b>1 of 1</b>

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

**DATE:** April 15, 2019

- ITEM:** Public Hearing – Pinedale Park Improvements
1. Resolution – Approval of Plans and Specifications
  2. Motion – Receive and File Report of Bids
  3. Resolution – Approve Contract

**FINANCIAL IMPACT:** Total contract amount of \$321,820.00. There is a total budget of \$344,000 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 FY 17-18 CIP from the Pinedale Park (Project No. 0525 057-0510 084 2017).

**BACKGROUND:** The Council is asked to approve the plans and specifications for the Pinedale Park Improvements project and to receive and file the report of bids that is attached. Two (2) bids were received for the project with the lowest responsible base bid submitted by Concrete Connection LLC of Johnston, Iowa. The opinion of probable cost for the project was \$325,143.

This resolution is for the construction of multiple improvements at Pinedale Park located at 3375 Woodland Avenue. The project will include the demolition of the existing asphalt courts, overall grading of the park site, installation of a shelter, playground equipment & surfacing, basketball court, concrete sidewalk connection, stormwater improvements, site restoration and other miscellaneous items. Two add alternates were bid including a water quality component (step pool stormwater conveyance system) located along the existing parking lot, with a second add alternate to replace seeding with sodding of the site. Staff is recommending that both alternates be rejected.

**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 Pinedale Park Improvements in the amount of \$321,820.00.

**Lead Staff Member:** David Sadler, Superintendent of Parks *DS*

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks and Recreation <i>SO by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>KA</i>

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**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 March 18, 2019 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Pinedale Park Improvements**

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 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

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:

### **Pinedale Park Improvements**

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 Concrete Connection LLC of Johnston, Iowa in the amount of \$321,820.00 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 Pinedale Park Improvements is hereby awarded to Concrete Connection LLC in the amount of \$321,820.00 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 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**CITY OF WEST DES MOINES**  
**PINEDALE PARK IMPROVEMENT PROJECT**  
**Project No. 0510 084 2017**  
**BID LETTING DATE: 4/10/19**  
**COST OPINION: \$325,143.00**

I hereby certify that this is a true and correct tabulation of bids received on April 10, 2019 for the Pinedale Park Improvement Project in West Des Moines, Iowa.

Marco Alvarez, PLA License # 694 Date: 04/10/19

BASE BID				Concrete Connection LLC Johnston, IA		Elder Corporation Des Moines, IA	
Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount
1	<b>GENERAL</b>						
1.1	Mobilization	LS	1	\$ 16,250.00	\$ 16,250.00	\$ 39,636.00	\$ 39,636.00
1.2	Survey & Layout	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00
2	<b>DEMO, GRADING &amp; UTILITIES</b>						
2.1	Landscape Removals	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00
2.2	Grading & Excavation	CY	622	\$ 40.00	\$ 24,880.00	\$ 30.00	\$ 18,660.00
2.3	Soil Import	CY	352	\$ 50.00	\$ 17,600.00	\$ 52.00	\$ 18,304.00
2.4	6 inch subdrain w/ associate cleanout, drain inlet, and outlet	LF	155	\$ 40.00	\$ 6,200.00	\$ 68.00	\$ 10,540.00
3	<b>PAVING &amp; RELATED</b>						
3.1	Pavement Removal & Disposal	SF	2,360	\$ 2.00	\$ 4,720.00	\$ 2.00	\$ 4,720.00
3.2	Pavement, 5" Reinforced PCC w/ 6" prepared subgrade	SF	4,940	\$ 6.00	\$ 29,640.00	\$ 6.50	\$ 32,110.00
3.3	Concrete Washout, Rolloff	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00
4	<b>SITWORK &amp; LANDSCAPING</b>						
4.1	Stabilized Construction Entrance	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,900.00	\$ 3,900.00
4.2	Silt Sock (installation, maintenance, and removal)	LF	150	\$ 5.00	\$ 750.00	\$ 5.50	\$ 825.00
4.3	Temporary Erosion Control	AC	0.33	\$ 10,000.00	\$ 3,300.00	\$ 5,300.00	\$ 1,749.00
4.4	Conventional Seeding, Fertilizing, Mulching	AC	0.33	\$ 15,000.00	\$ 4,950.00	\$ 12,000.00	\$ 3,960.00
4.5	Tree Protection	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00
5	<b>STORMWATER IMPROVEMENTS</b>						
5.1	Class 10 Excavation, Common Excavation	CY	45	\$ 50.00	\$ 2,250.00	\$ 118.00	\$ 5,310.00
5.2	Import Excavation	CY	215	\$ 50.00	\$ 10,750.00	\$ 42.00	\$ 9,030.00
5.3	Macadam Stone	Ton	30	\$ 150.00	\$ 4,500.00	\$ 108.00	\$ 3,240.00
5.4	Revetment, Erosion Control	Ton	30	\$ 150.00	\$ 4,500.00	\$ 86.00	\$ 2,580.00
5.5	Revetment, Class D	Ton	105	\$ 150.00	\$ 15,750.00	\$ 81.00	\$ 8,505.00
5.6	Subdrain, 8-inch	LF	85	\$ 50.00	\$ 4,250.00	\$ 90.00	\$ 7,650.00
5.7	Subdrain Cleanout, Type A-2, 8-inch	EA	1	\$ 750.00	\$ 750.00	\$ 1,900.00	\$ 1,900.00
5.8	Seeding, Mulching, Watering (Native Mix)	AC	0.10	\$ 20,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00
5.9	Conventional Seeding, Fertilizing, Mulching	AC	0.05	\$ 20,000.00	\$ 1,000.00	\$ 12,000.00	\$ 600.00
5.10	Compost w/ Native Seed Mix	SY	140	\$ 20.00	\$ 2,800.00	\$ 18.00	\$ 2,520.00
6	<b>PLAYGROUND</b>						
6.1	Play Equipment: Purchase & Delivery	LS	1	\$ 64,000.00	\$ 64,000.00	\$ 60,000.00	\$ 60,000.00
6.2	Play Equipment: Installation	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 18,000.00	\$ 18,000.00
6.3	8 inch PCC Edge Restraint, 12 inch depth	LF	196	\$ 30.00	\$ 5,880.00	\$ 48.00	\$ 9,408.00
6.4	Rubber Tile Surfacing w/ concrete base and turn-down edge	SF	830	\$ 30.00	\$ 24,900.00	\$ 27.00	\$ 22,410.00
6.5	Engineered Wood Fiber System, 12 inch depth	SF	2,640	\$ 5.00	\$ 13,200.00	\$ 9.50	\$ 25,080.00
7	<b>SHELTER</b>						
7.1	Shelter - 14'x14' (supply & deliver)	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 8,900.00	\$ 8,900.00
7.2	Shelter Footings	EA	2	\$ 750.00	\$ 1,500.00	\$ 530.00	\$ 1,060.00
7.3	Shelter Installation	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00
8	<b>SPECIAL</b>						
8.1	Basketball Goal, Post & Footing	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
8.2	Painted Pavement Markings (Multi-Use Court & Parking Lot)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 920.00	\$ 920.00
<b>BASE BID TOTAL</b>					<b>\$321,820.00</b>		<b>\$353,017.00</b>

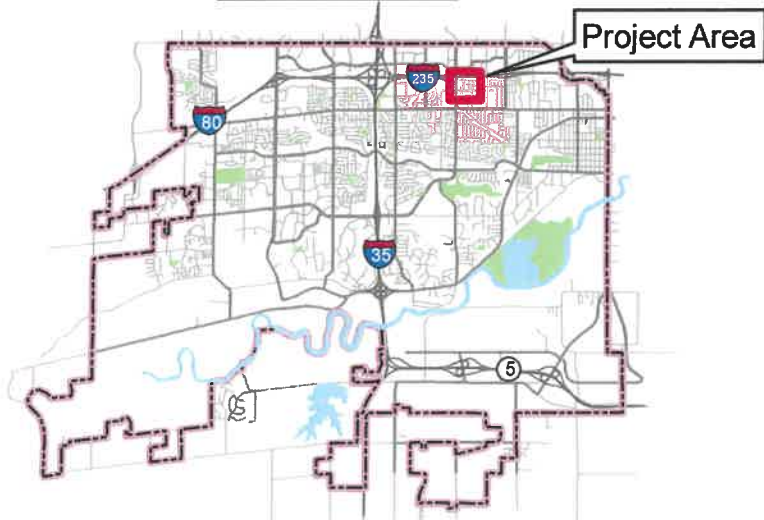
ADD ALTERNATE #1 - STEP POOL STORMWATER CONVEYANCE (SPSC)				Concrete Connection LLC Johnston, IA		Elder Corporation Des Moines, IA	
Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount
Alt 1.01	CLASS 10 EXCAVATION, COMMON EXCAVATION	CY	220	\$ 50.00	\$ 11,000.00	\$ 39.00	\$ 8,580.00
Alt 1.02	IMPORT EXCAVATION	CY	60	\$ 60.00	\$ 3,600.00	\$ 151.00	\$ 9,060.00
Alt 1.03	CHOKER AGGREGATE, 6-INCH LAYER	TON	10	\$ 50.00	\$ 500.00	\$ 310.00	\$ 3,100.00
Alt 1.04	AGGREGATE SUBBASE	TON	30	\$ 50.00	\$ 1,500.00	\$ 142.00	\$ 4,260.00
Alt 1.05	BOULDERS, 3.5'x2.5'x1.5'	TON	49	\$ 400.00	\$ 19,600.00	\$ 246.00	\$ 12,054.00
Alt 1.06	REVTMENT, EROSION STONE	TON	70	\$ 150.00	\$ 10,500.00	\$ 95.00	\$ 6,650.00
Alt 1.07	REVTMENT, CLASS D	TON	26	\$ 150.00	\$ 3,900.00	\$ 122.00	\$ 3,172.00
Alt 1.08	SUBDRAIN, 8-INCH	LF	55	\$ 50.00	\$ 2,750.00	\$ 130.00	\$ 7,150.00
Alt 1.09	SUBDRAIN CLEANOUT, TYPE A-2, 8-INCH	EA	1	\$ 750.00	\$ 750.00	\$ 1,800.00	\$ 1,800.00
Alt 1.10	ENGINEERED SOIL MEDIA	CY	70	\$ 100.00	\$ 7,000.00	\$ 158.00	\$ 11,060.00
Alt 1.11	PLANTING, MULCHING, AND WATERING (NATIVE PLUGS)	EA	363	\$ 20.00	\$ 7,260.00	\$ 21.00	\$ 7,623.00
Alt 1.12	SEEDING, MULCHING, AND WATERING (NATIVE SEED MIX)	AC	0.05	\$ 20,000.00	\$ 1,000.00	\$ 12,000.00	\$ 600.00
Alt 1.13	SEEDING, MULCHING, AND WATERING (TURF GRASS SEED)	AC	0.05	\$ 20,000.00	\$ 1,000.00	\$ 12,000.00	\$ 600.00
Alt 1.14	COMPOST WITH NATIVE SEED MIX	SY	250	\$ 20.00	\$ 5,000.00	\$ 18.00	\$ 4,500.00
<b>TOTAL</b>					<b>\$ 75,360.00</b>		<b>\$ 80,209.00</b>
<b>BASE BID VALUE (ITEMS 5. STORMWATER IMPROVEMENTS)</b>					<b>\$ 48,550.00</b>		<b>\$ 42,535.00</b>
<b>AGGREGATE TOTAL = ADD ALTERNATE #1 - BASE BID VALUE</b>					<b>\$ 26,810.00</b>		<b>\$ 37,674.00</b>

ADD ALTERNATE #2 - TURF SOD				Concrete Connection LLC Johnston, IA		Elder Corporation Des Moines, IA	
Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount
Alt 2.1	Sod	SO	166	\$ 100.00	\$ 16,600.00	\$ 89.00	\$ 14,774.00
Alt 2.2	Temporary Irrigation	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 11,000.00	\$ 11,000.00
<b>TOTAL</b>					<b>\$ 23,600.00</b>		<b>\$ 25,774.00</b>
<b>BASE BID VALUE (ITEMS 4.4 AND 5.9)</b>					<b>\$ 5,950.00</b>		<b>\$ 4,560.00</b>
<b>AGGREGATE TOTAL = ADD ALTERNATE #2 - BASE BID VALUE</b>					<b>\$ 17,650.00</b>		<b>\$ 21,214.00</b>





**VICINITY MAP**



**LEGEND**

 Project Location



PROJECT:

**PINEDALE PARK**

LOCATION:

**3300 BLOCK WOODLAND AVENUE**

DRAWN BY: **MAA**

DATE: **1/23/2018**

PROJECT NO.: -

SHT. **1 of 1**

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: April 15, 2019

**ITEM:**

Public Hearing (5:35 p.m.)  
Garage Door Replacements – Public Services Facility and Public Safety Station #17, #18 & #19

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Garage Door Replacements – Public Services Facility and Public Safety Station #17, #18 & #19 was estimated to be \$190,400.00 for the Base Bid and \$34,000.00 for Alternate 1 for a total of \$224,400.00. No bids were received by the City Clerk for this project.

**BACKGROUND:**

The project includes two (2) garage door replacements at the Public Services Facility located at 560 South 16th Street, ten (10) garage door replacements at Public Safety Station #17 located at 1401 Railroad Avenue, six (6) garage door replacements at Public Safety Station #18 located at 5025 Grand Avenue, and four (4) garage door replacements at Public Safety Station #19 located at 8055 Mills Civic Parkway. Five (5) of the ten (10) garage door replacements at Public Safety Station #17 were bid as an alternate due to funding limitations. The project was anticipated to be completed by August 26, 2019.

There were approximately twelve (12) documented plan holders, eleven (11) of which were listed as potential general contractors, showing some general interest in the project. Feedback received from potential bidders indicated the work generally did not fit their current workload and forecasted schedule. The scope of work was also such that it fit smaller contractor type work, but they typically are not suited or used to handling bonding required for a publicly bid project. City Staff recommend not awarding a contract at this time and pursue competitive quotations in lieu of re-bidding.

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 adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Garage Door Replacements – Public Services Facility and Public Safety Station #17, #18 & #19;
- Motion receiving and filing Report of Bids;

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

**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>(Handwritten initials)</i>

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**SUBCOMMITTEE REVIEW** (if applicable)

Committee				
Date Reviewed				
Recommendation	<table border="1"> <tr> <td>Yes</td> <td>No</td> <td>Split</td> </tr> </table>	Yes	No	Split
Yes	No	Split		

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on March 18, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**CERTIFIED BID TABULATION SHEET**  
**WDM Public Services Garage Door Replacements**  
**West Des Moines, Iowa - Project No. 0510-044-2017**



Wednesday, March 10, 2019 @ 2:00 p.m.

GENERAL CONTRACTOR	Bid Sec.	Bidder Status Form	Base Bid	Alternate 1
	10%			Additional Doors at Station 17
Exterior Sheet Metal Grimes, IA				
Brocon Services Johnston, IA				
Hansen Company Johnston, IA				
Mohr Construction West Des Moines				
Bergstrom Construction Des Moines, IA				
Tbb&M Design Build Indianola, IA				
Lansink Construction Johnston, IA				
OLP Construction Urbandale, IA				
Lang Construction West Des Moines, IA				
Dean Snyder Construction Ankeny, IA				
Allied Construction Serv. Des Moines, IA				
Skold Door Company Des Moines, IA				
Architect's Estimate			\$190,400	\$34,000

No Bids Received

I hereby certify that the portion of the technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

Signature:

Date: 4/10/19

Printed or typed name David J. Harrison

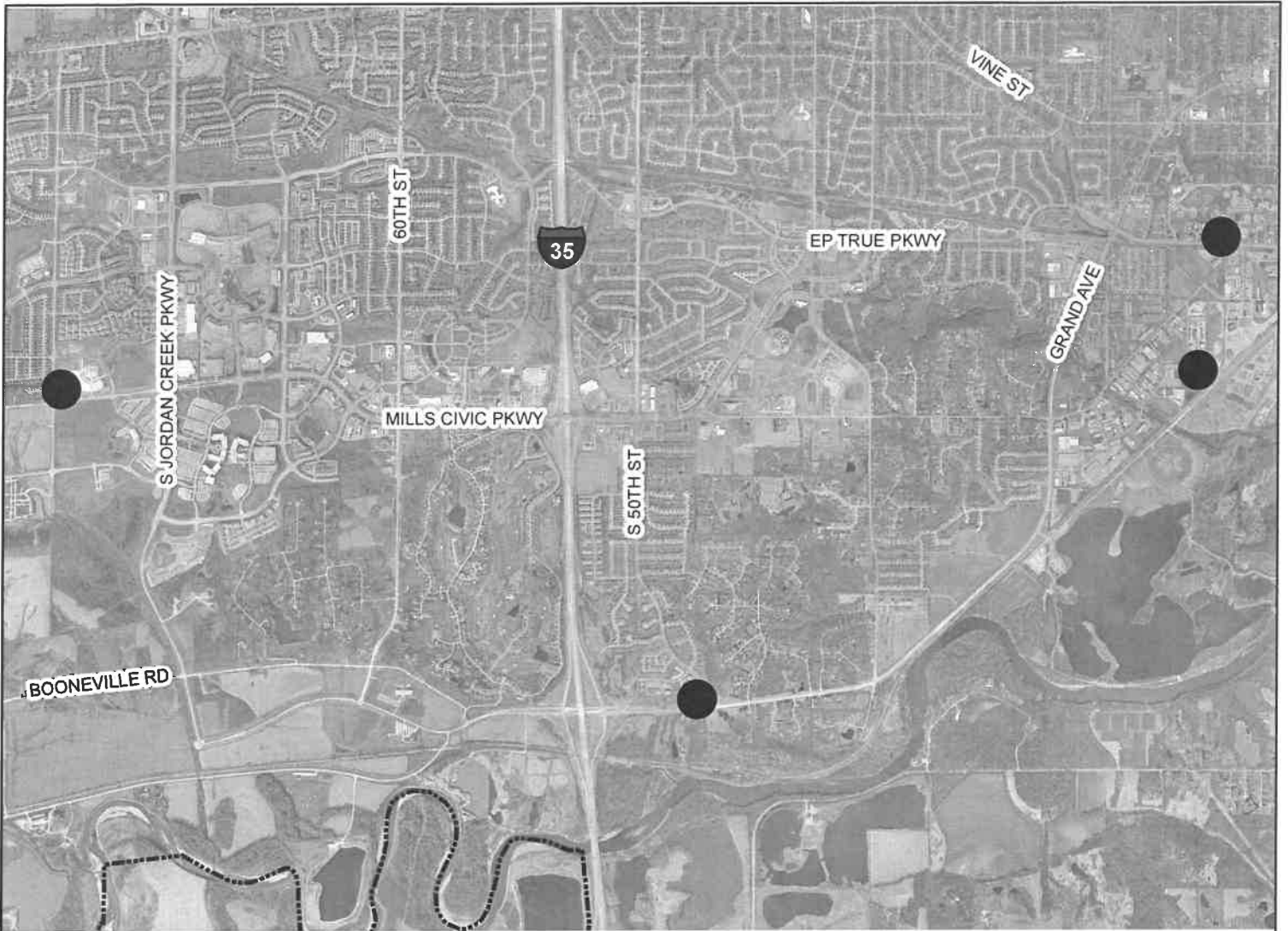
License Number 2287

My license renewal date is June 30, 2020

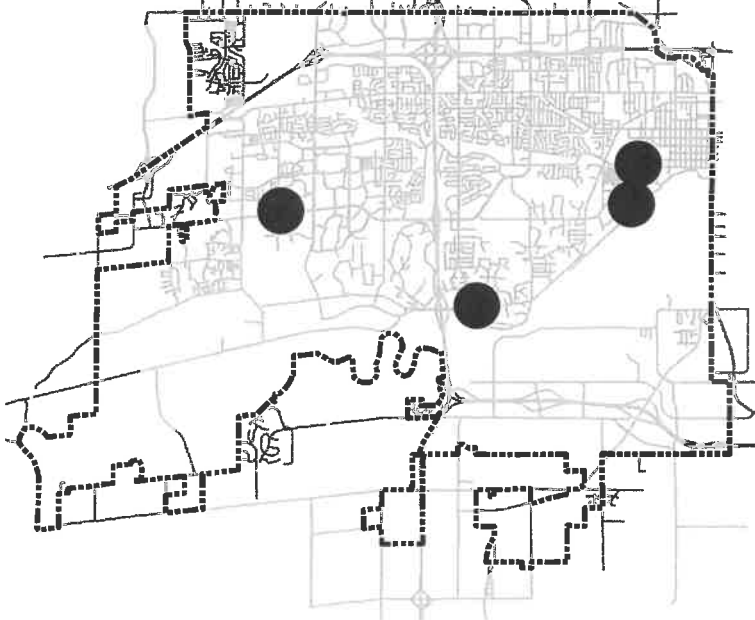
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**VICINITY MAP**



**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: April 15, 2019**

**ITEM:**

Public Hearing (5:35 p.m.)  
Traffic Signal – Grand Avenue & Scenic Valley Drive

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$140,500.00 for the Traffic Signal – Grand Avenue & Scenic Valley Drive. There was one (1) bid submitted with the low bid of \$165,062.74 being submitted by Iowa Signal, Inc. of Grimes, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

**BACKGROUND:**

This project consists of the installation of a new traffic signal at the intersection of Grand Avenue & Scenic Valley Drive (Raccoon River Park Entrance). The project includes installation of the traffic signal, installation of a fiber optic cable along Grand Avenue from Scenic Valley Drive to Fuller Road, railroad coordination, surface restoration, and other miscellaneous associated work. West Des Moines Public Services is pre-purchasing the traffic signal poles, mast arms, and specialty electrical/controls cabinets with anticipated long lead times. The project is scheduled to be complete within 20 working days of delivery of materials to the City, anticipated to be sometime in August/September 2019.

The lone bid is approximately 17.5% above the Engineer’s Estimate. Iowa Signal was also the low bidder on the supply of the pre-purchased items, possibly limiting the number of bidders interested in the project. This is the first time that the City has elected to pre-purchase materials with long lead times. Past contracts have included both labor and material costs. Therefore, the overall division of labor and material costs on past projects was a significant unknown in the establishment of the Engineers Estimate. City Staff recommends awarding the construction contract to Iowa Signal even though their low bid was above the Engineer’s Estimate.

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 adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Traffic Signal – Grand Avenue & Scenic Valley Drive;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Iowa Signal, Inc.

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

*Brian for*

**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>AS</i>

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on March 18, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Traffic Signal – Grand Avenue & Scenic Valley Drive  
Project No. 0510-053-2018**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this 15th day of April, 2019.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**RESOLUTION APPROVING THE AWARDING OF A CONTRACT**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Traffic Signal – Grand Avenue & Scenic Valley Drive  
Project No. 0510-053-2018**

and,

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council; and,

**WHEREAS**, the bid of Iowa Signal, Inc. in the amount of \$165,062.74 was the lowest responsible bid received for said public improvement;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the Traffic Signal – Grand Avenue & Scenic Valley Drive is hereby awarded to Iowa Signal, Inc. in the amount of \$165,062.74 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED** on this **15th** day of **April, 2019**.

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Russ Trimble, Mayor Pro tem

ATTEST:

---

Ryan T. Jacobson, City Clerk



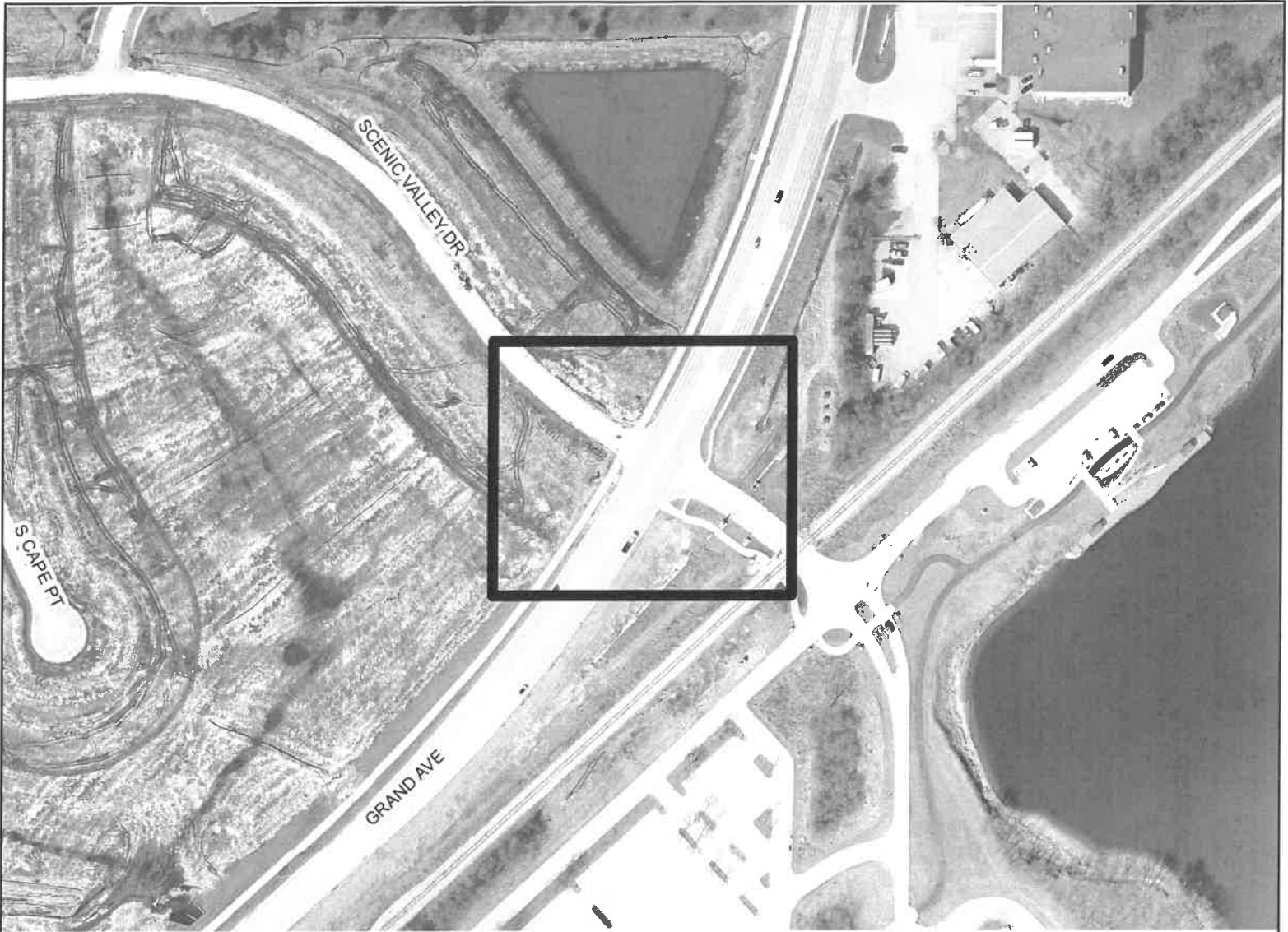
**TABULATION OF BIDS**  
 Traffic Signal at Grand Avenue and Scenic Vally Drive Project  
 City of West Des Moines  
 Project No. 0510-053-2018  
 Bid Date/Time: April 10, 2019 at 2:00 PM

ITEM	DESCRIPTION	ENGINEER'S ESTIMATE			IOWA SIGNAL INC. GRIMES, IOWA		
		UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Signalization	LS	1	\$120,000.00	\$ 120,000.00	\$ 149,562.74	\$ 149,562.74
2	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
3	Insurance, Training, Coordination - IA/S RR	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
4	Surface Restoration	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
5	Construction Survey	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
6	Concrete Washout	LS	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
<b>TOTAL BID:</b>				\$ 140,500.00	\$ 140,500.00	\$ 165,062.74	\$ 165,062.74
<b>BID SECURITY:</b>							10%

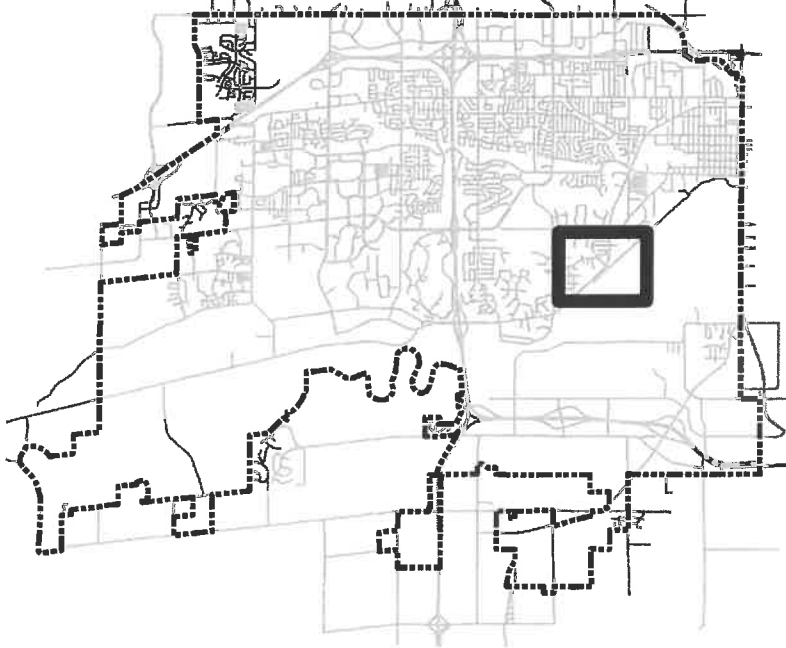


I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

  
 Gabriel A. Nelson, P. E.  
 My License Number : 17382  
 My License Renewal Date is December 31, 2020  
 Date 4/10/2019



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



**Traffic Signal**

**Grand Avenue & Scenic Valley Drive**

PROJECT:

LOCATION:

DRAWN BY: JDR

DATE: 3/13/2019

PROJECT NUMBER/NAME: 0510-053-2018

SHT. 1 of 1



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

DATE: April 15, 2019

**ITEM:**

Public Hearing (5:35 p.m.)  
Public Services Facility – Salt Storage Building Maintenance

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$69,100.00 for the Public Services Facility – Salt Storage Building Maintenance. No bids were received by the City Clerk for this project.

**BACKGROUND:**

The project includes repairs needed on the existing Salt Storage Building at the Public Services Facility located at 560 South 16th Street. Repairs include partial replacement of roof decking, new asphalt shingles, replacement of portions of the exterior walls, and painting. The project was anticipated to be completed by July 17, 2019.

There were approximately eleven (11) documented plan holders, ten (10) of which were listed as potential general contractors, showing some general interest in the project. Feedback received from potential bidders indicated the work generally did not fit their current workload and forecasted schedule. The scope of work was also such that it fit smaller contractor type work, but they typically are not suited or used to handling bonding required for a publicly bid project. In addition, the proposed maintenance work needs to be completed during the Spring & Summer months so as to not interfere with salt storage needs. City Staff recommend not awarding a contract at this time and pursue competitive quotations in lieu of re-bidding.

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 adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Public Services Facility – Salt Storage Building Maintenance;
- Motion receiving and filing Report of Bids;

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

**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>(initials)</i>

**PUBLICATION(S)** (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 5, 2019

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on March 18, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Public Services Facility – Salt Storage Building Maintenance  
Project No. 0510-012-2018**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this **15th** day of **April, 2019**.

\_\_\_\_\_  
Russ Trimble, Mayor Pro tem

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk


**CERTIFIED BID TABULATION SHEET**  
**WDM Public Services Facility Salt Storage**  
**West Des Moines, Iowa - Project No. 0510-012-2018**



Wednesday, March 10, 2019 @ 2:00 p.m.

	Bid Security	Bidder Status Form	Base Bid	Unit Price 1	Unit Price 2
<b>GENERAL CONTRACTOR</b>	10%			Add/Delete Plywood Sheathing per 4'x8' panel	Add/Delete Sliding per 4'x8' panel
Exterior Sheet Metal Grimes, IA					
Brocon Services Johnston, IA					
Hansen Company Johnston, IA					
Mohr Construction West Des Moines					
SGH Urbandale, IA					
Academy Roofing Des Moines, IA					
Brockway Mechanical Des Moines, IA					
Wood Roofing Des Moines, IA					
Drake Roofing Des Moines, IA					
Bailey Roofing Urbandale, IA					
Architects Estimate			\$69,100	\$200	\$200

No Bids Received



I hereby certify that the portion of the technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

Signature: *David J. Harrison* Date: 4/10/19

Printed or typed name David J. Harrison

License Number 2287

My license renewal date is June 30, 2020

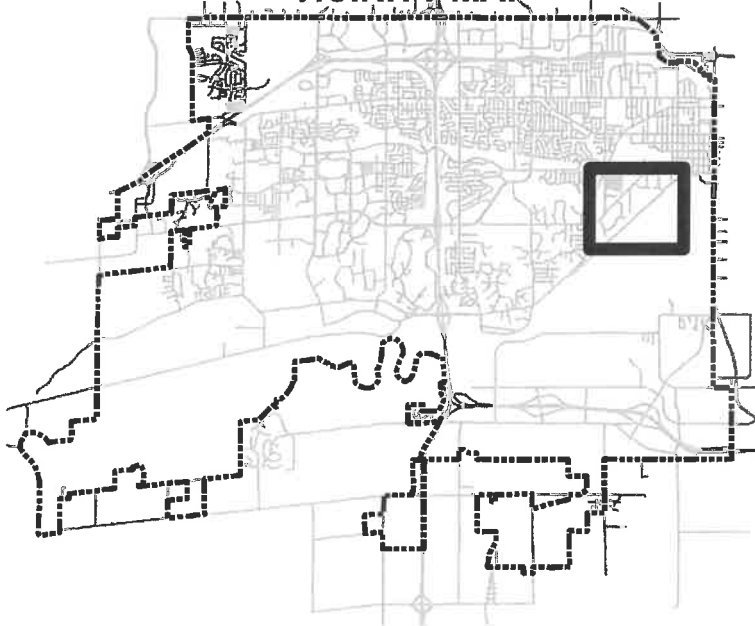
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**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT: **Public Services Facility Salt Storage Maintenance**

LOCATION: **560 S. 16th Street**

DRAWN BY: JDR

DATE: 7/27/2018

PROJECT NUMBER/NAME: 0510-012-2018

SHT. 1 of 1

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: April 15, 2019

**ITEM:** Western Hills Elementary Classroom Addition, 600 39th Street – Approval of a Major Modification to a Site Plan to Construct a Building Addition – West Des Moines Community School District – MaM-004186-2018

**RESOLUTION:** Approval of a Site Plan.

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, West Des Moines Community School District, is requesting approval of a Major Modification to a Site Plan to construct a classroom addition in the courtyard area interior to the building footprint (see Exhibit I, Attachments B – Location Map, Attachment C –Site Plan, and Attachment D – Elevations)

Plan and Zoning Commission Action:

Vote: 6-0 approval, Commissioner Erickson abstained

Date: April 8, 2019

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 (January 7, 2019)*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve a Site Plan for construction of a building addition within the courtyard, subject to the applicant meeting all City Code requirements and the following:

1. The footings and foundations permit may be given without the final documents as noted below and that the documents will be needed prior to the building permit that will allow continued construction on the building.
2. The applicant providing final site plan drawings, prior to obtaining a full building permit. This will include addressing storm water pollution prevention plan details.
3. The applicant providing an executed Storm Water Facility Easement and Agreement, prior to obtaining a full building permit.
4. The applicant providing an executed sanitary sewer easement, prior to obtaining a full building permit.
5. The applicant providing an acquisition plat and deed for additional right-of-way, prior to obtaining a full building permit.

Lead Staff Member: Kara Tragesser, AICP *Kara*

**STAFF REVIEWS**

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

**PUBLICATION(S) (if applicable)**

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

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning Subcommittee		
Date Reviewed	January 7, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Plan and Zoning Commission Communication  
Attachment A - Plan and Zoning Commission Resolution  
Exhibit A – Conditions of Approval  
Attachment B - Location Map  
Attachment C - Site Plan  
Attachment D - Elevations
- Exhibit II - City Council Resolution  
Exhibit A – Conditions of Approval



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

**Meeting Date:** April 8, 2019

**Item:** Western Hills Elementary Classroom Addition, 600 39<sup>th</sup> Street – Approval of a Major Modification to a Site Plan to Construct a Building Addition – West Des Moines Community School District – MaM-004186-2018

**Requested Action:** Recommend Approval of a Major Modification to a Site Plan

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

**Applicant's Request:** The applicant, West Des Moines Community School District, is requesting approval of a Major Modification to a Site Plan to construct a classroom addition in the courtyard area interior to the building footprint (see Attachments B – Location Map, Attachment C – Site Plan, and Attachment D – Elevations).

**History:** The property is developed with an elementary school that has an interior courtyard. The applicant requests approval of a modification to construct classroom space in the courtyard space. The school was approved with a Special Use Permit. Since the use was previously approved through that process to construct the addition, a Major Modification review process was used.

**City Council Subcommittee:** This project was presented to Development and Planning Subcommittee on January 7, 2019. The Subcommittee is supportive of the project.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. To allow for the construction of the in-fill building, staff recommends that footings and foundations may begin before the documents that are outstanding are submitted. Staff will not authorize a building permit to go complete construction until the documents are submitted. This recommendation is offered as the documents that are needed will go through review and approval processes with the school district board and that is anticipated to take a couple of months.

**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 Recommendations and Conditions of Approval:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Major Modification to a Site Plan to construct a building addition within the existing courtyard space, subject to the applicant meeting all City Code requirements and the following condition:

1. The footings and foundations permit may be given without the final documents as noted below and that the documents will be needed prior to the building permit that will allow continued construction on the building.
2. The applicant providing final site plan drawings, prior to obtaining a full building permit. This will include addressing storm water pollution prevention plan details.
3. The applicant providing an executed Storm Water Facility Easement and Agreement, prior to obtaining a full building permit.
4. The applicant providing an executed sanitary sewer easement, prior to obtaining a full building permit.
5. The applicant providing an acquisition plat and deed for additional right-of-way, prior to obtaining a full building permit.

**Owner:** West Des Moines Community School District  
3550 Mills Civic Parkway  
West Des Moines IA 50265

**Applicant:** Same

**Applicant Representative:** Brent Strauch  
Shive-Hattery  
4125 Westown Parkway Suite 100  
West Des Moines IA 50265

**Attachments:**

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

RESOLUTION NO. PZC-19-028

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE WEST DES MOINES COMMUNITY SCHOOL DISTRICT REQUEST TO CONSTRUCT A BUILDING ADDITION FOR WESTERN HILLS ELEMENTARY SCHOOL AT 600 39<sup>TH</sup> STREET**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, West Des Moines Community School District has requested approval for a Major Modification to a Site Plan (MaM-004186-2018) to construct a building addition to fill in an interior courtyard; 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

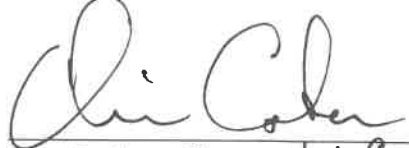
**WHEREAS**, on April 8, 2019, this Commission held a duly-noticed public meeting to consider the application for a Major Modification to a Site Plan.

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

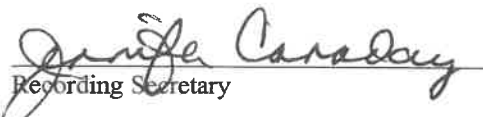
SECTION 1. The findings, for approval, in the staff report, April 8, 2019, or as amended orally at the Plan and Zoning Commission meeting, are adopted.

SECTION 2. The Major Modification to a Site plan to construct a building addition in the interior courtyard 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 April 8, 2019.

  
~~Craig Erickson, Chair~~ → Chris Costa  
Plan and Zoning Commission Vice-Chair

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 April 8, 2019.

AYES: **ANDERSEN, COSTA, DRAKE, CROWLEY, HATFIELD, SOUTHWORTH**

NAYS:

ABSTENTIONS: **ERICKSON**

ABSENT:

ATTEST:

  
Recording Secretary

**EXHIBIT A**  
**CONDITIONS OF APPROVAL**

1. The footings and foundations permit may be given without the final documents as noted below and that the documents will be needed prior to the building permit that will allow continued construction on the building.
2. The applicant providing final site plan drawings, prior to obtaining a full building permit. This will include addressing storm water pollution prevention plan details.
3. The applicant providing an executed Storm Water Facility Easement and Agreement, prior to obtaining a full building permit.
4. The applicant providing an executed sanitary sewer easement, prior to obtaining a full building permit.
5. The applicant providing an acquisition plat and deed for additional right-of-way, prior to obtaining a full building permit.

# Western Hills Elementary school



Legend  
Corporate Limits



1: 18,056

3,009.3 1,504.66 3,009.3 Feet

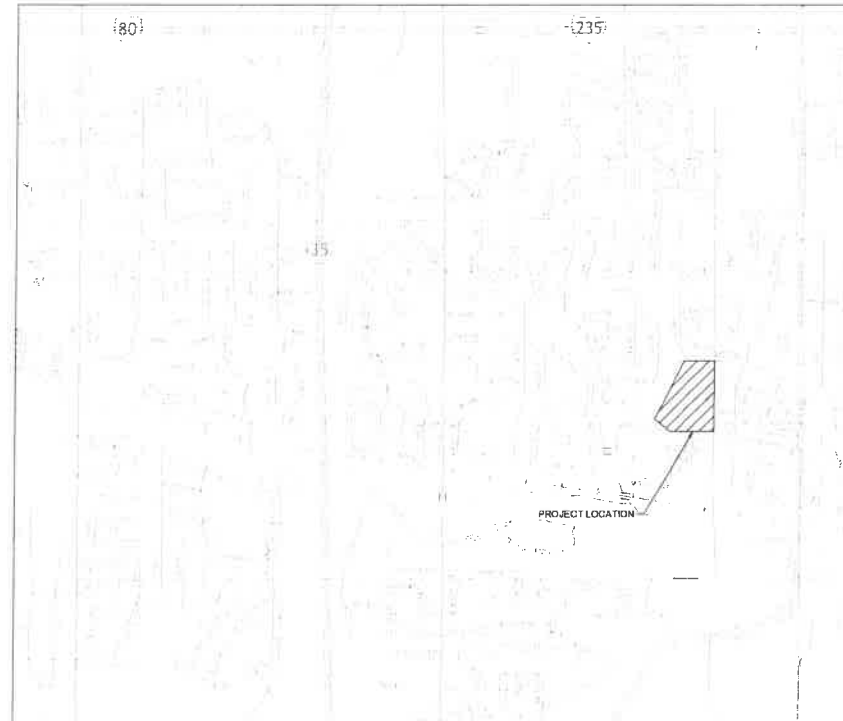
Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

# 2019 COURTYARD INFILL

WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
 WESTERN HILLS ELEMENTARY | 600 39TH ST, | WEST DES MOINES, IA 50265

**SHIVEHAT**  
 ARCHITECTURE + ENG  
 4125 Westown Parkway, Suite 100 | West D  
 50265-2510 | www.shivehatterry.com  
 Iowa | Illinois | Indiana



VICINITY MAP  
 1" = 100'

**PROPERTY OWNER**  
 WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
 ATTN: CHRISTINE MADURO  
 3550 MILLS CIVIC PARKWAY  
 WEST DES MOINES, IA 50265  
 PH: (515) 633-4905

**ENGINEER**  
 SHIVEHATTERY, INC.  
 ATTN: BRENT STRAUCH  
 4125 WESTOWN PARKWAY, SUITE 100  
 WEST DES MOINES, IA 50265  
 PHONE: 515-223-8104  
 EMAIL: BSTRACH@SHIVEHATTERY.COM

**APPLICANT**  
 WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
 ATTN: CHRISTINE MADURO  
 3550 MILLS CIVIC PARKWAY  
 WEST DES MOINES, IA 50265  
 PH: (515) 633-4905

Sheet Number	Sheet Title
C000	COVER SHEET
C001	DEMOLITION PLAN
C101	SITE PLAN
C201	GRADING PLAN
C301	UTILITY PLAN
L101	LANDSCAPE PLAN

**LEGAL DESCRIPTION**  
 LOT 7 WESTERN HILLS PLAT 4 AND APPROXIMATELY 7 ACRES OF LAND IN THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., DESCRIBED AS COMMENCING 25 FEET WEST OF THE NORTHEAST CORNER OF THE ABOVE SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF 80TH STREET A DISTANCE OF 425.5 FEET; THENCE WEST A DISTANCE OF 720.00 FEET; THENCE NORTH 425.5 FEET; THENCE EAST ALONG THE SOUTH LINE OF WESTERN HILLS SCHOOL PROPERTY 720.00 FEET TO THE POINT OF BEGINNING, ALL IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.  
 CONTAINING 621,882 SF (14.279 ACRES) MORE OR LESS

**ZONING**  
 RS - RESIDENTIAL SINGLE FAMILY DISTRICT

**COMPREHENSIVE PLAN**  
 SINGLE FAMILY RESIDENTIAL (SF)

**BENCHMARKS**  
 WDM BENCHMARK #004 -  
 INTERSECTION OF 42ND STREET AND ASHWORTH ROAD, SOUTH OF INTERSECTION, 3 FEET WEST OF THE CENTERLINE OF 42ND STREET EXTENDED, 25.5 FEET SOUTH OF CENTERLINE OF ASHWORTH ROAD. STANDARD BENCHMARK  
 ELEVATION = 183.19 CITY DATUM (957.20 NAVD83)  
 WDM BENCHMARK #127 -  
 SOUTHWEST CORNER OF E.P. TRUE AND S. 41ST STREET, 4.5 FEET SOUTH OF THE EAST-WEST BACK OF WALK AND 4.5 FEET WEST OF THE NORTH-SOUTH BACK OF WALK. STANDARD BENCHMARK  
 ELEVATION = 119.46 CITY DATUM (693.47 NAVD83)

**FLOOD PLAIN NOTE**  
 ACCORDING TO THE FLOOD INSURANCE RATE MAP - PANEL NUMBERS 1902210003C BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2006, A PORTION OF THE SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.) THE REMAINDER IS IN ZONE "X" (AREAS TO BE OUTSIDE 500 YEAR FLOOD PLAIN), TO THE BEST OF THE SURVEYOR'S 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.

**SITE SUMMARY**  
 OVERALL PROJECT SITE AREA: 621,882 SF (PER PROPERTY LIMITS)  
 EXISTING TOTAL IMPERVIOUS AREA: 190,461 SF  
 EXISTING TOTAL OPEN SPACE: 431,401 SF (69.4%)  
 PROPOSED BUILDING ADDITION: 5,391 SF  
 PROPOSED ADDED IMPERVIOUS AREA (INCLUDING BUILDING): 5,404 SF  
 PROPOSED TOTAL IMPERVIOUS AREA: 195,855 SF  
 PROPOSED TOTAL OPEN SPACE: 425,997 SF (68.5%)

**LANDSCAPE ARCHITECT**

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A FULLY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

HOLLY C. REID  
 License Number: 24125  
 My License Renewal Date is: DECEMBER 31, 2025  
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: L101

**CIVIL ENGINEER**

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BRENT M. STRAUCH  
 License Number: 24125  
 My License Renewal Date is: DECEMBER 31, 2025  
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL C SHEETS

CONSTRUCTION NOT SPECIFICALLY DETAILED OR SPECIFIED WITHIN THE PLANS OR PROJECT SPECIFICATIONS SHALL CONFORM TO THE DES MOINES METROPOLITAN DESIGN STANDARDS WITH WEST DES MOINES ADDENDA AND THE WEST DES MOINES CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS.

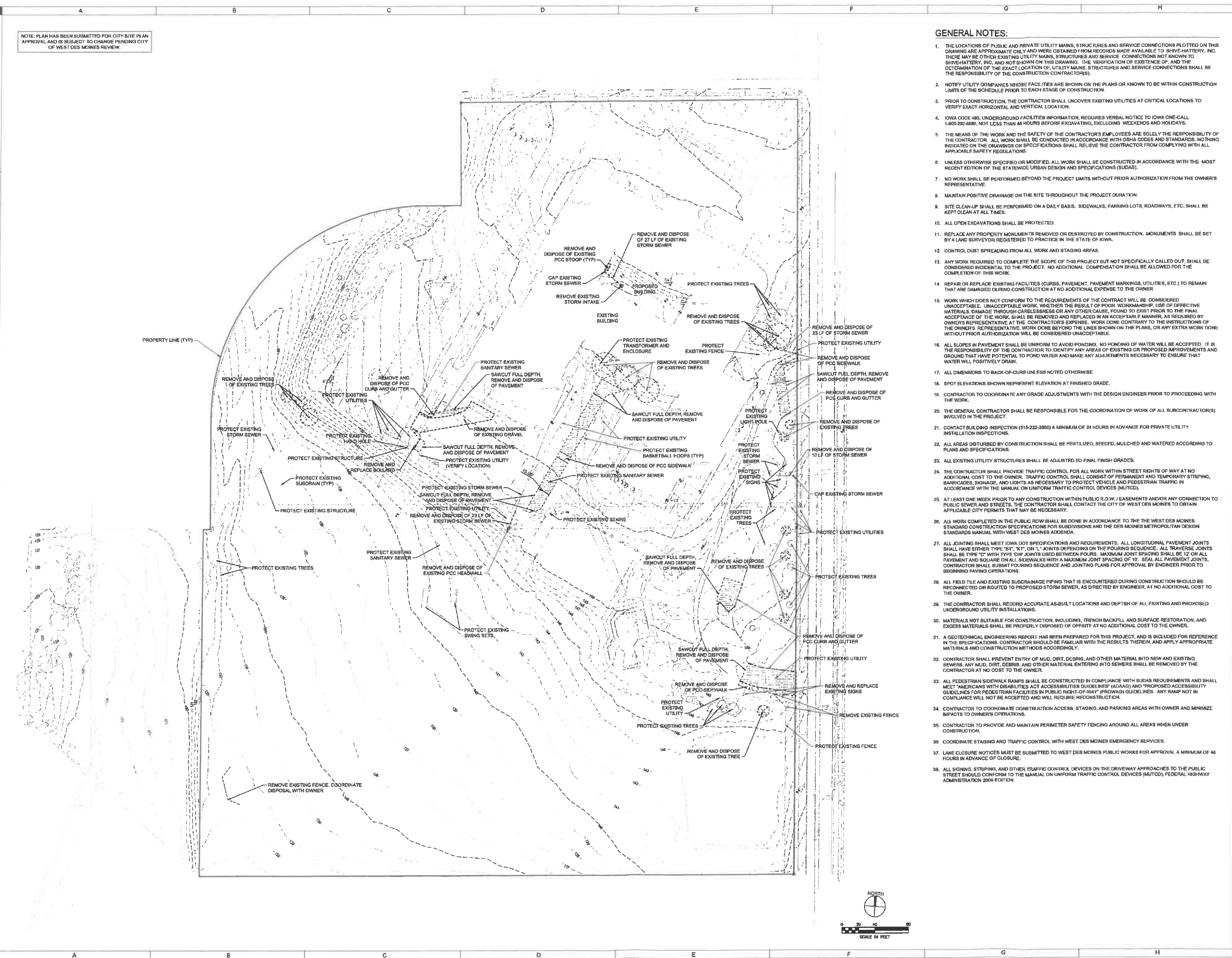
2019 COURTYARD INFILL

WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
 WESTERN HILLS ELEMENTARY | 600 39TH ST, | WEST DES MOINES, IA 50265

2019-03-25  
 CITY RESUBMITTAL  
 PROJECT NO: 418550  
 CLIENT NO: 1

C000

NOTE: PLAN HAS BEEN SUBMITTED FOR CITY SITE PLAN APPROVAL AND IS SUBJECT TO CHANGE PENDING CITY OF WEST DES MOINES REVIEW.



**GENERAL NOTES:**

1. THE LOCATIONS OF PUBLIC AND PRIVATE UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF EXISTENCE OF, AND THE DETERMINATION OF THE EXACT LOCATION OF, UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTORS.
2. NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
4. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-6886, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
5. THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS OR SPECIFICATIONS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ALL APPLICABLE SAFETY REGULATIONS.
6. UNLESS OTHERWISE SPECIFIED OR MODIFIED, ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS).
7. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
8. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
9. SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
10. ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
11. REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.
12. CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
13. ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
14. REPAIR OR REPLACE EXISTING FACILITIES (CURBS, PAVEMENT, PAVEMENT MARKINGS, UTILITIES, ETC.) TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL EXPENSE TO THE OWNER.
15. WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AS REQUIRED BY OWNER'S REPRESENTATIVE AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE OWNER'S REPRESENTATIVE, WORK DONE BEYOND THE LINES SHOWN ON THE PLANS, OR ANY EXTRA WORK DONE WITHOUT PRIOR AUTHORIZATION WILL BE CONSIDERED UNACCEPTABLE.
16. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING. NO PONDING OF WATER WILL BE ACCEPTED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ANY AREAS OF EXISTING OR PROPOSED IMPROVEMENTS AND GROUND THAT HAVE POTENTIAL TO POND WATER AND MAKE ANY ADJUSTMENTS NECESSARY TO ENSURE THAT WATER WILL POSITIVELY DRAIN.
17. ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE.
18. SPOT ELEVATIONS SHOWN REPRESENT ELEVATION AT FINISHED GRADE.
19. CONTRACTOR TO COORDINATE ANY GRADE ADJUSTMENTS WITH THE DESIGN ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
20. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
21. CONTACT BUILDING INSPECTION (616-222-3830) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
22. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE FERTILIZED, SEEDED, MULCHED AND WATERED ACCORDING TO PLANS AND SPECIFICATIONS.
23. ALL EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINAL FINISH GRADES.
24. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL FOR ALL WORK WITHIN STREET RIGHTS OF WAY AT NO ADDITIONAL COST TO THE OWNER. TRAFFIC CONTROL SHALL CONSIST OF PERMANENT AND TEMPORARY STRIPING, BARRICADES, SIGNAGE, AND LIGHTS AS NECESSARY TO PROTECT VEHICLE AND PEDESTRIAN TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
25. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W., EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWER AND STREETS, THE CONTRACTOR SHALL CONTACT THE CITY OF WEST DES MOINES TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
26. ALL WORK COMPLETED IN THE PUBLIC ROW SHALL BE DONE IN ACCORDANCE TO THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL WITH WEST DES MOINES ADDENDA.
27. ALL JOINTING SHALL MEET IOWA DOT SPECIFICATIONS AND REQUIREMENTS. ALL LONGITUDINAL PAVEMENT JOINTS SHALL HAVE EITHER TYPE "BT", "KT", OR "L" JOINTS DEPENDING ON THE POURING SEQUENCE. ALL TRANSVERSE JOINTS SHALL BE TYPE "C" WITH TYPE "DW" JOINTS USED BETWEEN POURS. MAXIMUM JOINT SPACING SHALL BE 12' ON ALL PAVEMENT AND SQUARE ON ALL SIDEWALKS WITH A MAXIMUM JOINT SPACING OF 10'. SEAL ALL PAVEMENT JOINTS. CONTRACTOR SHALL SUBMIT POURING SEQUENCE AND JOINTING PLANS FOR APPROVAL BY ENGINEER PRIOR TO BEGINNING PAVING OPERATIONS.
28. ALL FIELD TILE AND EXISTING SUBDRAINAGE PIPING THAT IS ENCOUNTERED DURING CONSTRUCTION SHOULD BE RECONNECTED OR ROUTED TO PROPOSED STORM SEWER, AS DIRECTED BY ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.
29. THE CONTRACTOR SHALL RECORD ACCURATE AS-BUILT LOCATIONS AND DEPTHS OF ALL EXISTING AND PROPOSED UNDERGROUND UTILITY INSTALLATIONS.
30. MATERIALS NOT SUITABLE FOR CONSTRUCTION, INCLUDING, TRENCH BACKFILL AND SURFACE RESTORATION, AND EXCESS MATERIALS SHALL BE PROPERLY DISPOSED OF OFFSITE AT NO ADDITIONAL COST TO THE OWNER.
31. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN PREPARED FOR THIS PROJECT, AND IS INCLUDED FOR REFERENCE IN THE SPECIFICATIONS. CONTRACTOR SHOULD BE FAMILIAR WITH THE RESULTS THEREIN, AND APPLY APPROPRIATE MATERIALS AND CONSTRUCTION METHODS ACCORDINGLY.
32. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS, AND OTHER MATERIAL INTO NEW AND EXISTING SEWERS. ANY MUD, DIRT, DEBRIS, AND OTHER MATERIAL ENTERING INTO SEWERS SHALL BE REMOVED BY THE CONTRACTOR AT NO COST TO THE OWNER.
33. ALL PEDESTRIAN SIDEWALK RAMPS SHALL BE CONSTRUCTED IN COMPLIANCE WITH SUDAS REQUIREMENTS AND SHALL MEET "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAG) AND "PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN PUBLIC RIGHT-OF-WAY (PROWAG)" GUIDELINES. ANY RAMP NOT IN COMPLIANCE WILL NOT BE ACCEPTED AND WILL REQUIRE RECONSTRUCTION.
34. CONTRACTOR TO COORDINATE CONSTRUCTION ACCESS, STAGING, AND PARKING AREAS WITH OWNER AND MINIMIZE IMPACTS TO OWNERS OPERATIONS.
35. CONTRACTOR TO PROVIDE AND MAINTAIN PERIMETER SAFETY FENCING AROUND ALL AREAS WHEN UNDER CONSTRUCTION.
36. COORDINATE STAGING AND TRAFFIC CONTROL WITH WEST DES MOINES EMERGENCY SERVICES.
37. LANE CLOSURE NOTICES MUST BE SUBMITTED TO WEST DES MOINES PUBLIC WORKS FOR APPROVAL. A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.
38. ALL SIGNING, STRIPING, AND OTHER TRAFFIC CONTROL DEVICES ON THE DRIVEWAY APPROACHES TO THE PUBLIC STREET SHOULD CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FEDERAL HIGHWAY ADMINISTRATION 2009 EDITION.

**SHIVE-HATTERY**  
ARCHITECTURAL ENGINEERING  
4125 Western Pkwy, Suite 100 | West Des Moines, Iowa 50266  
515.223.8134 | www.shivehattery.com  
Home | Resume | Portfolio

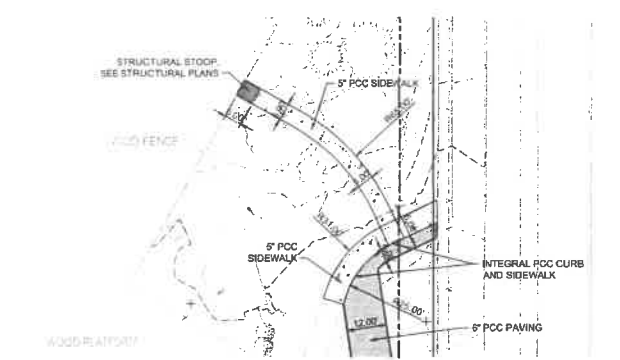
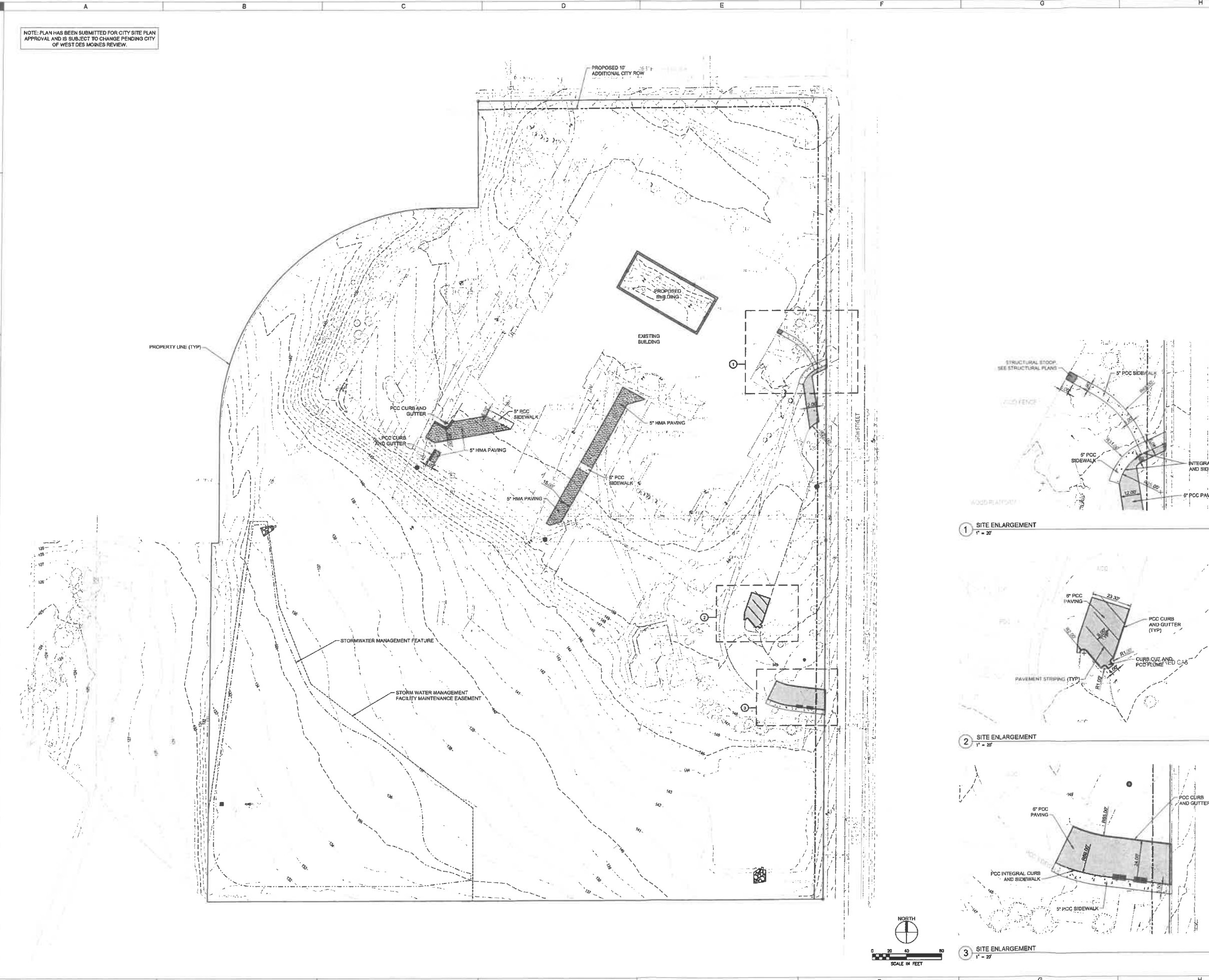
**2019 COURTYARD INFILL**  
WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
WESTERN HILLS ELEMENTARY | 600 9TH ST | WEST DES MOINES, IA 50265

DRAWN: KAS  
APPROVED: BMS  
ISSUED FOR: CITY RESUBMITTAL  
DATE: 20/04/23  
PROJECT NO: 418003  
FIELD BOOK:

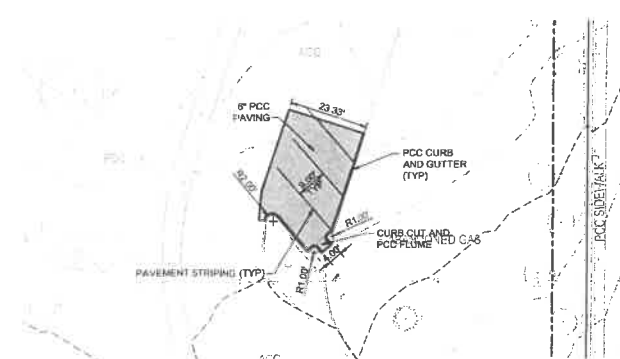
DEMOLITION PLAN

CD01

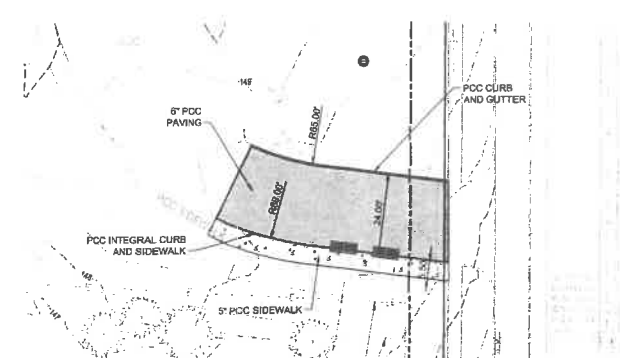
NOTE: PLAN HAS BEEN SUBMITTED FOR CITY SITE PLAN APPROVAL AND IS SUBJECT TO CHANGE PENDING CITY OF WEST DES MOINES REVIEW.



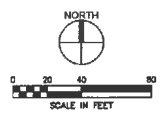
1 SITE ENLARGEMENT  
1" = 20'



2 SITE ENLARGEMENT  
1" = 20'



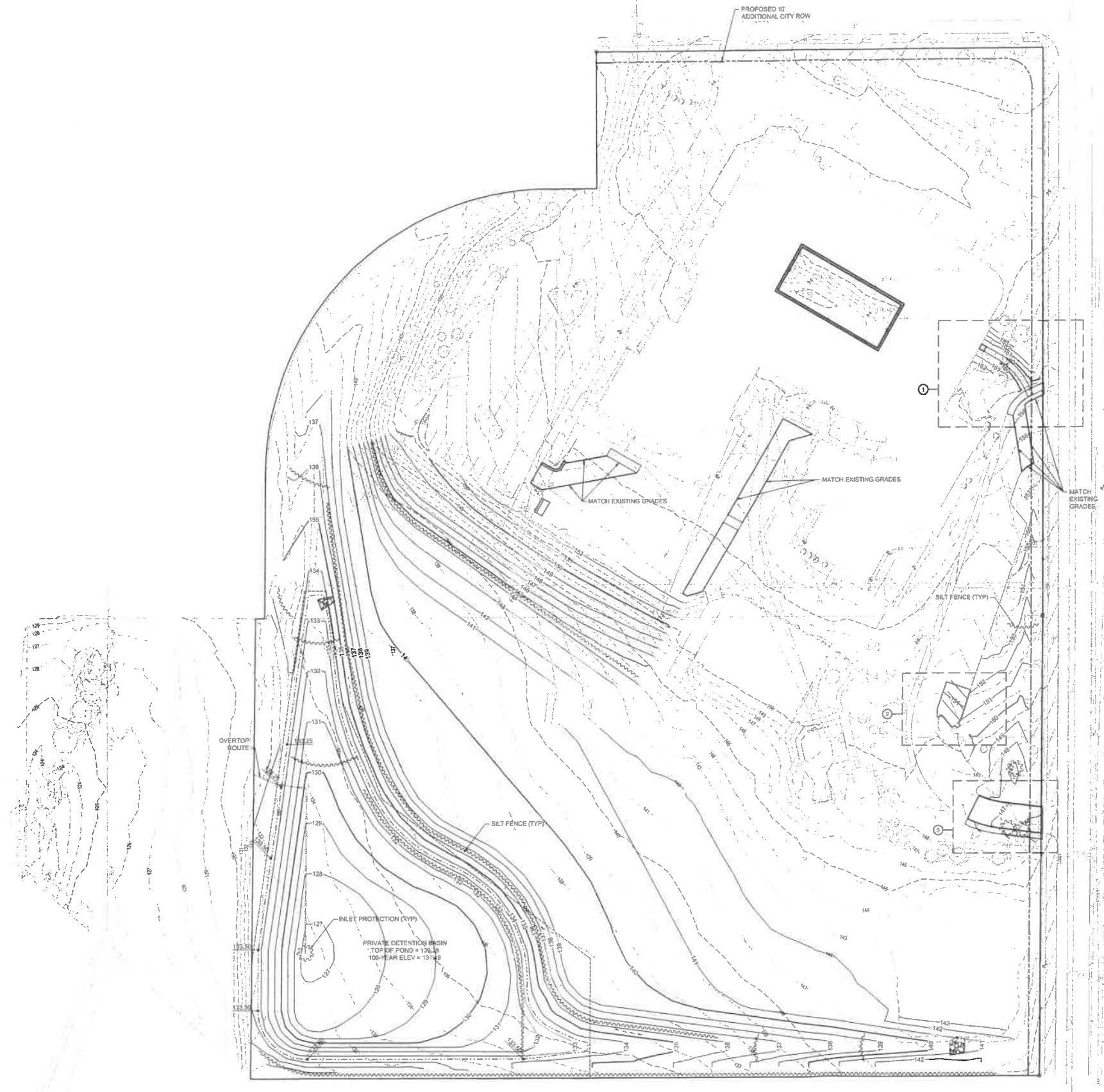
3 SITE ENLARGEMENT  
1" = 20'




DRAWN: MS
APPROVED: BMS
ISSUED FOR: CITY RESUBMITTAL
DATE: 2/18/2025
PROJECT: 102478500
FIELD BOOK:

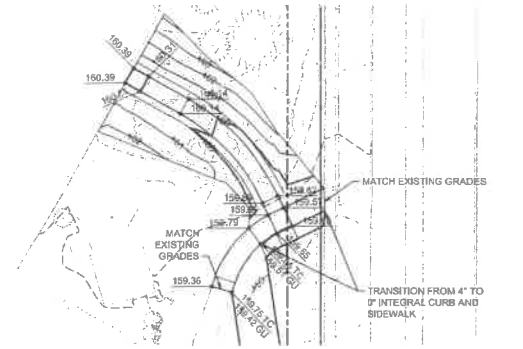


NOTE: PLAN HAS BEEN SUBMITTED FOR CITY SITE PLAN APPROVAL AND IS SUBJECT TO CHANGE PENDING CITY OF WEST DES MOINES REVIEW.

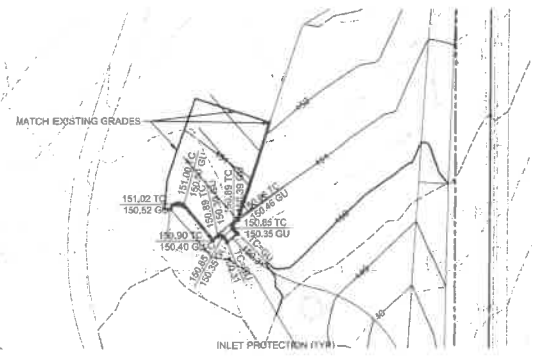


**GRADING AND EROSION CONTROL NOTES:**

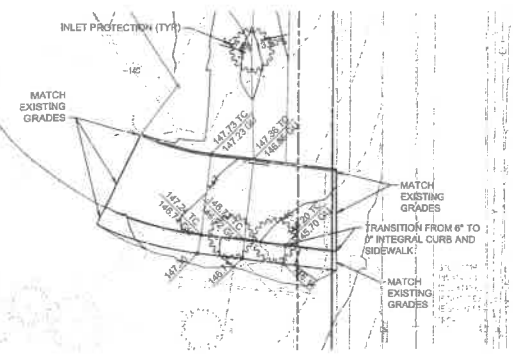
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLIUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE SEED. THESE AREAS SHALL BE SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATLES, INLET PROTECTION, ETC.) TO PREVENT EROSION.
- ALL STORM SEWER INTAKES THAT RECEIVE STORMWATER RUNOFF FROM DISTURBED AREAS SHALL BE PROVIDED WITH A FILTER SACK. SEE DETAIL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PERIODIC CHECKING AND REINSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES.
- OWNER SHALL ASSUME RESPONSIBILITY FOR ALL EROSION CONTROL UNTIL DELEGATED TO CONTRACTOR ONCE THE PROJECT CONSTRUCTION STARTS.
- A SWPPP WILL BE PREPARED BY THE ENGINEER AND WILL BE MADE AVAILABLE TO THE CONTRACTOR AND SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.



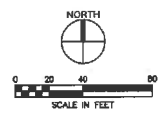
1 GRADING ENLARGEMENT  
1" = 20'



2 GRADING ENLARGEMENT  
1" = 20'



3 GRADING ENLARGEMENT  
1" = 20'



**SHIVEHATTERY**  
ARCHITECTURE-ENGINEERING  
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266  
515.223.1104 | www.shivehattery.com  
Iowa | Illinois | Indiana

**2019 COURTYARD INFILL**  
WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
WESTERN HILLS ELEMENTARY (600 30TH ST, WEST DES MOINES, IA 50265)

DRAWN: BMS  
APPROVED: BMS  
SEAL FOR CITY SUBMITTAL  
DATE: 2018-02-28  
PROJECT NO: 18058  
FIELD BOOK:

**GRADING PLAN**

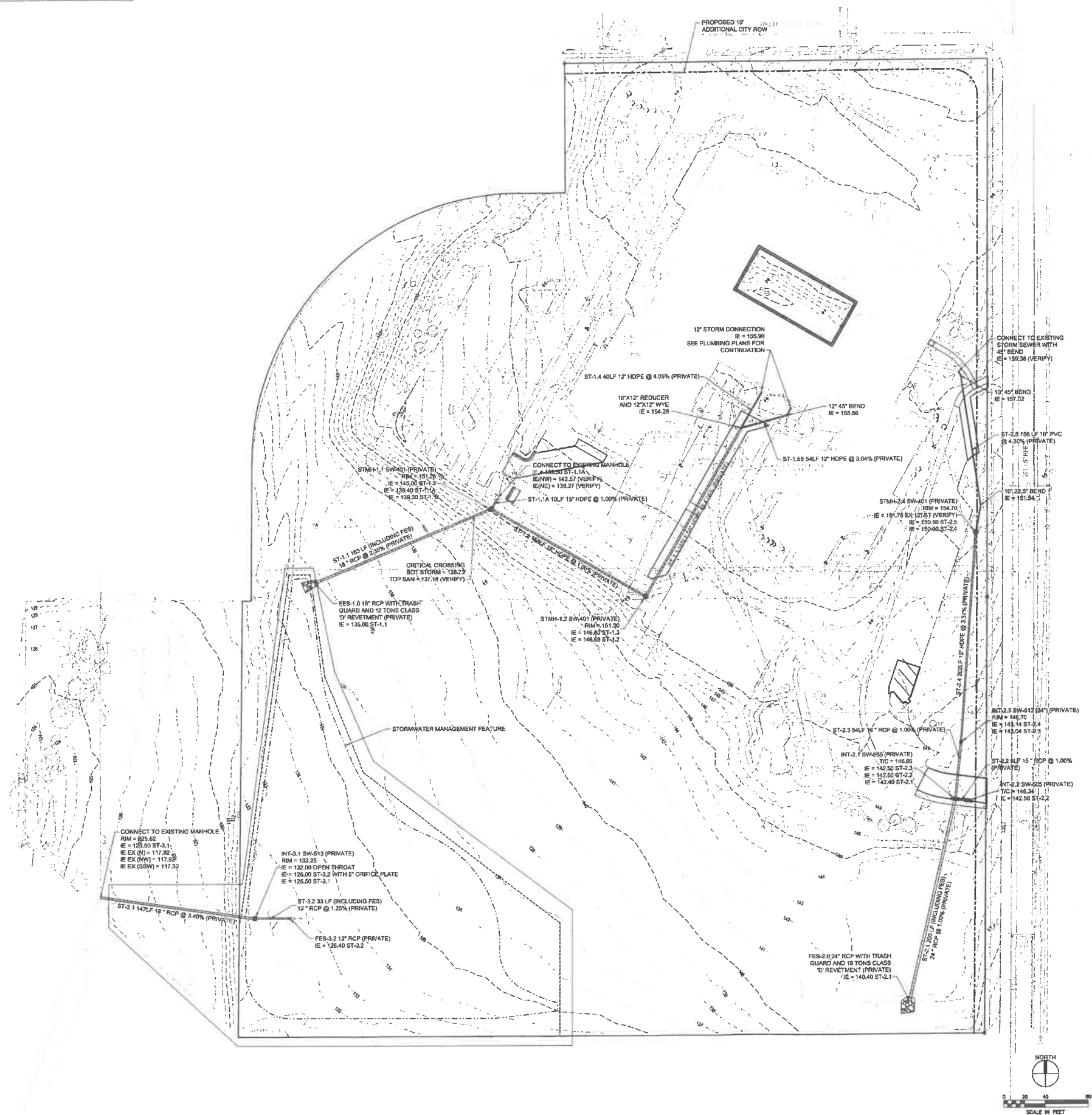
**C201**

NOTE: PLAN HAS BEEN SUBMITTED FOR CITY SITE PLAN APPROVAL AND IS SUBJECT TO CHANGE PENDING CITY OF WEST DES MOINES REVIEW.

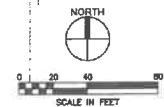
**STORM SEWER CONSTRUCTION NOTES:**

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND WHETHER ADDITIONAL UTILITIES EXIST.
- ALL STORM SEWER CONSTRUCTION SHALL CONFORM TO THE WEST DES MOINES METROPOLITAN STANDARDS WITH WEST DES MOINES ADDENDUMS AND THE WEST DES MOINES CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS.
- PIPE LENGTHS SHOWN ARE INSIDE EDGE TO INSIDE EDGE OF STRUCTURES.
- ALL HDPE PIPE SHALL BE DUAL-WALLED.
- CONTRACTOR TO MODIFY EXISTING INVERTS TO ACCOMMODATE NEW PIPE CONNECTIONS.
- ALL HDPE BENDS AND CONNECTIONS SHALL BE MANUFACTURED CONNECTIONS.
- ALL CONNECTIONS TO EXISTING PUBLIC STRUCTURES SHALL BE CORE DRILLED.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O. EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT WEST DES MOINES ENGINEERING SERVICES DEPARTMENT (BEN MCALISTER) TO OBTAIN ANY APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
- ALL CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE WEST DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL WITH WEST DES MOINES ADDENDA.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STORM SEWER WITHIN THE PROJECT AREA.
- CONTRACTOR IS RESPONSIBLE FOR ADJUSTING AND REBUILDING EXISTING STORM STRUCTURES AS NECESSARY TO MATCH FINAL GRADES.
- AS-BUILT DOCUMENTATION OF THE STORM WATER DRAINAGE SYSTEM WILL BE PROVIDED AND FORWARDED TO THE CITY BEFORE ISSUANCE OF THE FINAL OCCUPANCY PERMIT AND SHALL INCLUDE ELEVATIONS, DETENTION POND CAPACITY, PIPING RESTRICTIONS, AND OTHER PERTINENT INFORMATION.
- WHERE RCP STORM SEWER CROSSES WATER SERVICE, PROVIDE O-RING GASKETS AT JOINTS ONE FULL LENGTH OF SEWER PIPE ON EITHER SIDE OF THE CROSSING.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTAMINATION PROVISION.
- COORDINATE STAGING AND TRAFFIC CONTROL WITH WEST DES MOINES EMERGENCY SERVICES.
- LANE CLOSURE NOTICES MUST BE SUBMITTED TO WEST DES MOINES PUBLIC WORKS FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.

**SHIVE/HATTERY**  
ARCHITECTURE + ENGINEERING  
4135 WASHINGTON DRIVE, SUITE 100 | WEST DES MOINES, IOWA 50325  
515.223.1041 | www.shivehattery.com  
Iowa | Illinois | Indiana



LEGEND		
GENERAL SITE AND SURVEY		
EXISTING PLAN MARK	DESCRIPTION	PROPOSED PLAN MARK
[Symbol]	BUILDING	[Symbol]
[Symbol]	GUARD POST/ BOLLARD	[Symbol]
[Symbol]	HANDICAPPED PARKING	[Symbol]
[Symbol]	DECIDUOUS TREE	[Symbol]
[Symbol]	CONIFEROUS TREE	[Symbol]
[Symbol]	SINGLE POLE SIGN	[Symbol]
[Symbol]	FENCE	[Symbol]
[Symbol]	MINOR CONTOUR	[Symbol]
[Symbol]	MAJOR CONTOUR	[Symbol]
[Symbol]	EXISTING PAVEMENT REMOVAL	[Symbol]
[Symbol]	EXISTING SIDEWALK REMOVAL	[Symbol]
[Symbol]	NEW PAVEMENT	[Symbol]
[Symbol]	NEW SIDEWALK	[Symbol]
[Symbol]	BENCH MARK	[Symbol]
[Symbol]	IRON ROD - FOUND	[Symbol]
[Symbol]	X CUT FOUND	[Symbol]
UTILITIES		
EXISTING PLAN MARK	DESCRIPTION	PROPOSED PLAN MARK
[Symbol]	UTILITY POLE	[Symbol]
[Symbol]	FIRE HYDRANT	[Symbol]
[Symbol]	FLARED END SECTION	[Symbol]
[Symbol]	UTILITY END CAP	[Symbol]
[Symbol]	VALVE	[Symbol]
[Symbol]	CLEANOUT	[Symbol]
[Symbol]	MANHOLE	[Symbol]
[Symbol]	STORM MANHOLE	[Symbol]
[Symbol]	SANITARY MANHOLE	[Symbol]
[Symbol]	TELEPHONE PEDESTAL	[Symbol]
[Symbol]	HANDHOLE	[Symbol]
[Symbol]	GAS METER	[Symbol]
[Symbol]	ELECTRIC METER	[Symbol]
[Symbol]	TRANSFORMER	[Symbol]
[Symbol]	CURB INLET	[Symbol]
[Symbol]	AREA INTAKE	[Symbol]
[Symbol]	ELECTRIC - OVERHEAD	[Symbol]
[Symbol]	ELECTRIC - UNDERGROUND	[Symbol]
[Symbol]	GAS MAIN	[Symbol]
[Symbol]	WATER MAIN	[Symbol]
[Symbol]	SANITARY SEWER	[Symbol]
[Symbol]	STORM SEWER	[Symbol]
[Symbol]	STORM SUBDRAIN	[Symbol]
[Symbol]	TELEPHONE - UNDERGROUND	[Symbol]
[Symbol]	FIBER OPTICS	[Symbol]



2019 COURTYARD INFILL

WEST DES MOINES COMMUNITY SCHOOL DISTRICT  
WESTERN HILLS ELEMENTARY | 600 30TH ST. | WEST DES MOINES, IA 50325

DRAWN: KAS  
APPROVED: BMS  
ISSUED FOR CITY RESUBMITTAL:  
DATE: 2019-02-28  
PROJECT NO: 16550  
FIELD BOOK:

UTILITY PLAN

C301

**TREE MITIGATION**

MITIGATION RATIO:  
 SIZES: BASED ON DIAMETER OF BREAST HEIGHT OF THE REMOVED TREE  
 AT LEAST 12 INCHES AND LESS THAN 18 INCHES = 1:1  
 AT LEAST 18 INCHES AND LESS THAN 24 INCHES = 2:1  
 FOR EACH INCREMENT OF 6 INCHES OF DIAMETER OF BREAST HEIGHT 24 INCHES, ONE ADDITIONAL REPLACEMENT TREE SHALL BE PROVIDED

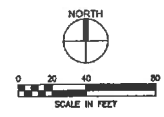
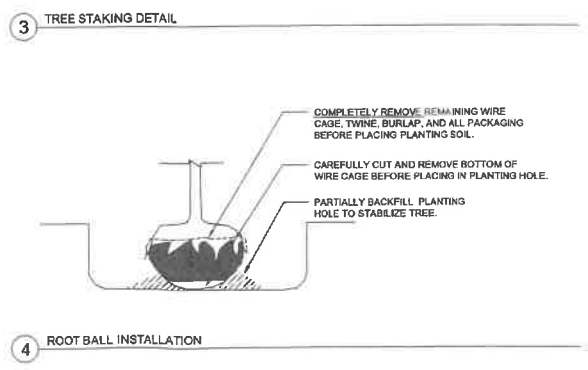
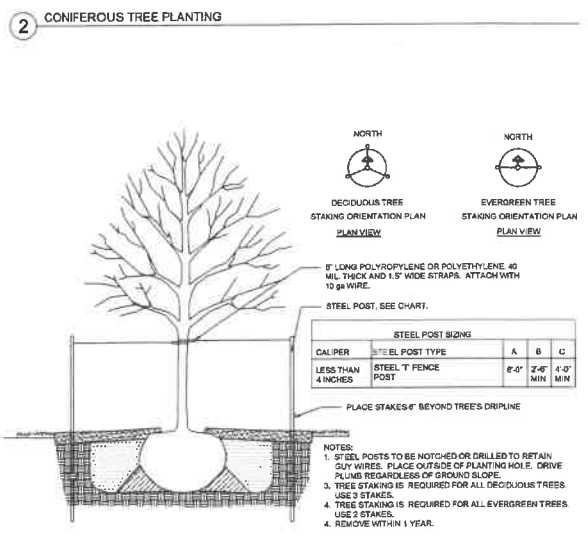
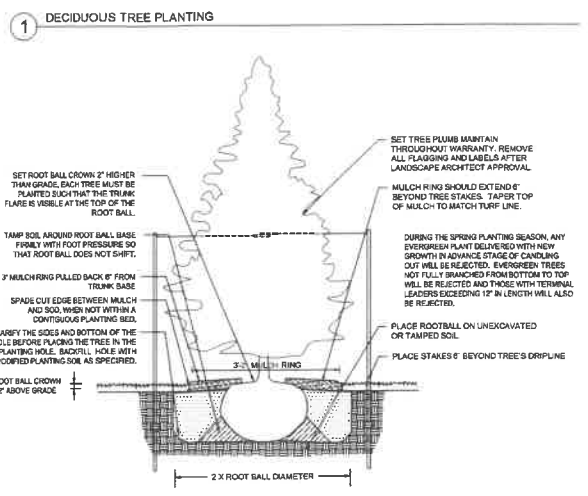
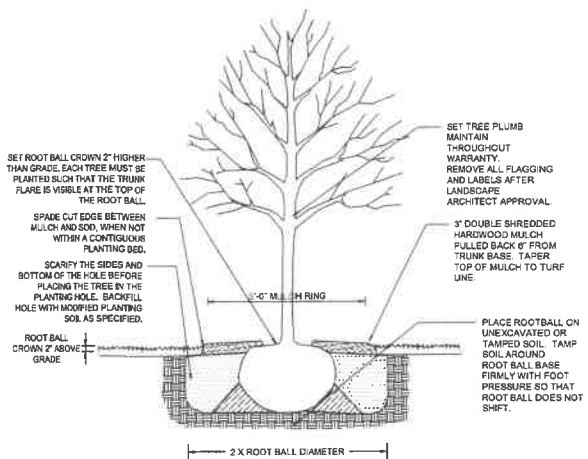
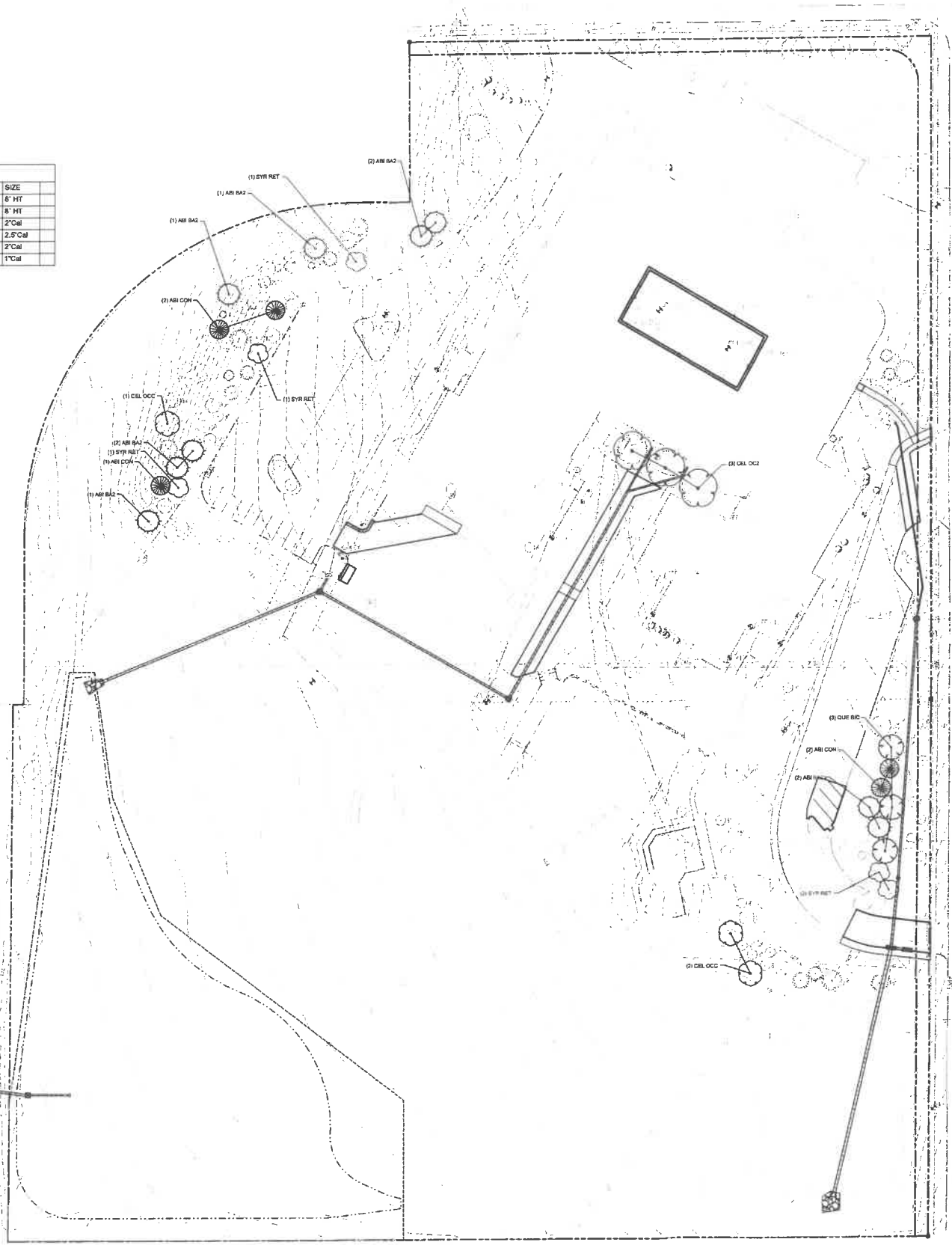
TREES REMOVED: 16 TOTAL  
 TREES PROVIDED: 28 TOTAL

CALIPER	NO. REMOVED	NO. REPLACED
3 INCHES	4	4
6 INCHES	1	1
10 INCHES	1	1
12 INCHES	1	1
16 INCHES	2	2
18 INCHES	2	4
20 INCHES	1	2
24 INCHES	1	3
28 INCHES	2	5
30 INCHES	1	3

**PLANT SCHEDULE**

TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
ABI BA2	8	Abies balsamea	Balsam Fir	B & B	6' HT
ABI CON	5	Abies concolor	White Fir	B & B	8' HT
DEL OCC	3	Quercus occidentalis	Common Hackberry	B & B	2' Cal
DEL OCC	3	Quercus occidentalis	Common Hackberry	B & B	2.5' Cal
QUE BIC	3	Quercus bicolor	Swamp White Oak	B & B	2' Cal
SYR RET	5	Syringa reticulata	Japanese Tree Lilac	B & B	1' Cal

NOTE: PLAN HAS BEEN SUBMITTED FOR CITY SITE PLAN APPROVAL AND IS SUBJECT TO CHANGE PENDING CITY OF WEST DES MOINES REVIEW.




DRAWN: JHN	APPROVED: HCR
ISSUED FOR: CITY REVIEW/INSTALL	DATE: 2019-03-28
PROJECT NO: 180550	FIELD BOOK: -
CLIENT NO: -	

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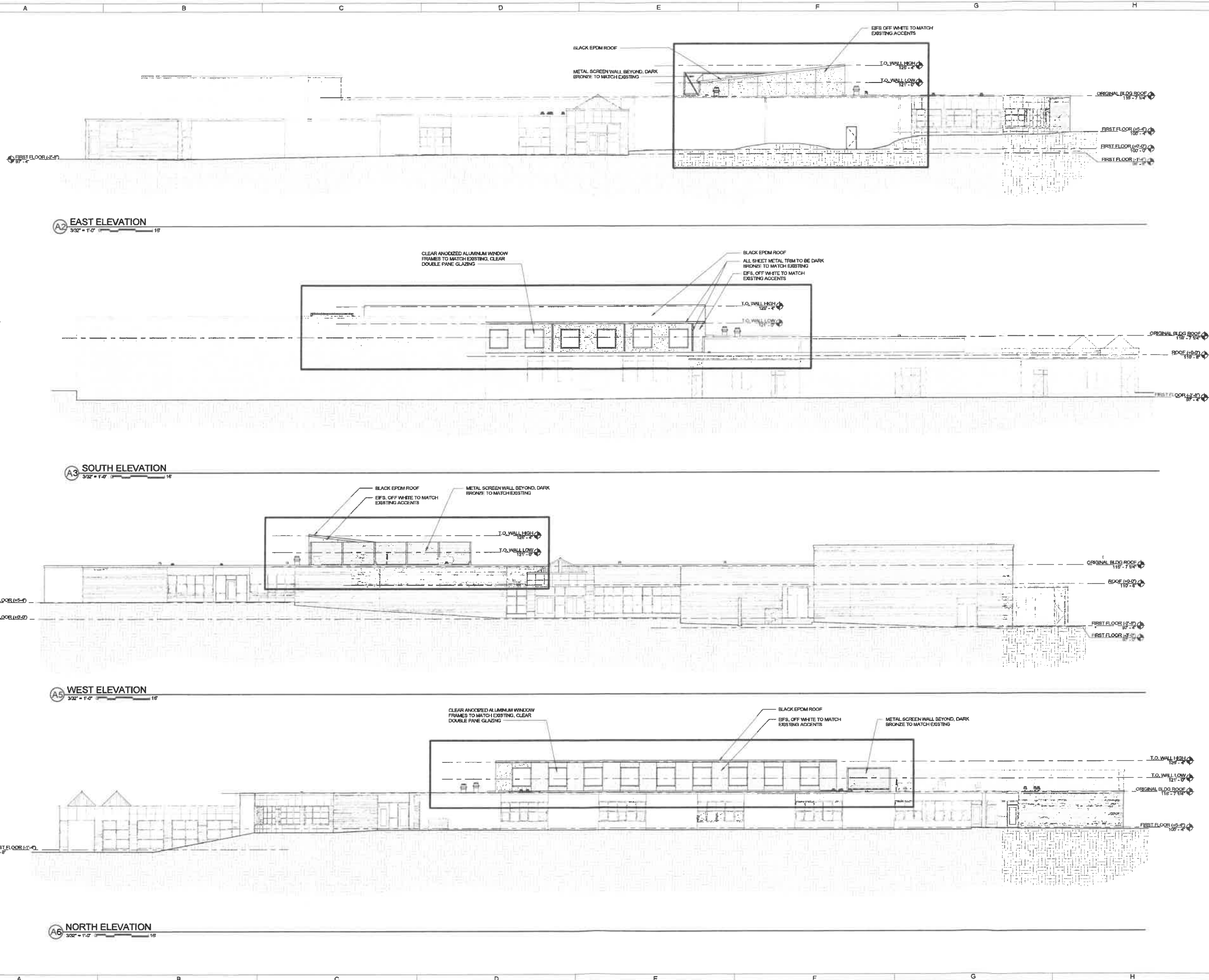
2019 COURTYARD INFILL

WEST DES MOINES COMMUNITY SCHOOLS  
WESTERN HILLS ELEMENTARY | 600 39TH ST. | WEST DES MOINES, IA 50265

DRAWN: [Name]  
APPROVED: [Name]  
ISSUED FOR: PERMIT SET  
DATE: 04/15/2019  
PROJECT NO: 180550  
REV: 0

OVERALL ELEVATIONS

A200



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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 MAJOR MODIFICATION TO A SITE PLAN (MaM-004186-2018) TO CONSTRUCT A BUILDING ADDITION WITHIN THE COURTYARD AT 600 39<sup>TH</sup> STREET**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the West Des Moines Community School District requests a Major Modification to a site plan approval to construct a building addition within the courtyard at 600 39<sup>th</sup> Street and legally described as : and

**Legal Description of Property**

LOT 7 WESTERN HILLS PLAT 4 AND APPROXIMATELY 7 ACRES OF LAND IN THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION EIGHT (8), TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., DESCRIBED AS COMMENCING 25 WEST OF THE NORTHEAST CORNER OF THE ABOVE SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF 39TH STREET A DISTANCE OF 423.5 FEET; THENCE WEST A DISTANCE OF 720.00 FEET; THENCE NORTH 423.5 FEET; THENCE EAST ALONG THE SOUTH LINE OF WESTERN HILLS SCHOOL PROPERTY 720.00 FEET TO THE POINT OF BEGINNING, ALL IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

CONTAINING 621,988 SF (14.279 ACRES) MORE OR LESS

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

**WHEREAS**, on April 8, 2019, the Plan and Zoning Commission recommended to the City Council approval of the Site Plan; and

**WHEREAS**, on April 15, 2019, 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 Major Modification to a Site Plan, or as amended orally at the City Council meeting on this date, are adopted.

**SECTION 2.** The Major Modification to a Site Plan (MaM-004186-2018) to construct a building addition within the courtyard 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 April 15, 2019.

---

Russ Trimble, Mayor Pro Tem

ATTEST:

---

Ryan T. Jacobson  
City Clerk

**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

1. The footings and foundations permit may be given without the final documents as noted below and that the documents will be needed prior to the building permit that will allow continued construction on the building.
2. The applicant providing final site plan drawings, prior to obtaining a full building permit. This will include addressing storm water pollution prevention plan details.
3. The applicant providing an executed Storm Water Facility Easement and Agreement, prior to obtaining a full building permit.
4. The applicant providing an executed sanitary sewer easement, prior to obtaining a full building permit.
5. The applicant providing an acquisition plat and deed for additional right-of-way, prior to obtaining a full building permit.