

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: October 7, 2019

time: 5:30 P.M.

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

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

1. Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda

2. Citizen Forum (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)

3. Mayor/Council/Manager Report/Other Entities Update

4. Consent Agenda

- a. Motion - Approval of Minutes of September 16, 2019 Meeting
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
 - 1. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
 - 2. Two Tees, LLC d/b/a Blu Toro, 5585 Mills Civic Parkway, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 3. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
 - 4. Kiss My Grits, LLC, d/b/a The Irish, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales and Outdoor Services - Renewal
 - 5. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 6. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 - 7. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal

- 8. Monterrey III, LLC, d/b/a Monterrey III, 6630 Mills Civic Parkway, Unit 3116 - Class LC Liquor License with Sunday Sales - Renewal
- 9. SA Petro Mart, Inc., d/b/a SA Petro Mart, 136 1st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
- 10. Shri Hari, LLC d/b/a West D Liquors, 5014 EP True Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
- 11. Xcaret Club and Lounge, LLC d/b/a Xcaret Club and Lounge, 2700 University Avenue, Suite 200 - Class LC Liquor License - Renewal
- d. Motion - Approval of Appointment - Civil Service Commission
- e. Motion - Approval of Memorandum of Understanding - Public Safety Cadet Program
- f. Motion - Approval of Professional Service Agreements - Youth Justice Initiative Director and Consultant
- g. Motion - Approval of Agreement - Lobbying Services
- h. Motion - Approval of Purchase - Ice Resurfacer for MidAmerican Energy RecPlex
- i. Motion - Approval of Real Estate Donation Agreement - Whisper Ridge
- j. Motion - Approval of Change Order #1 - Fiber Conduit Interconnect Project (Green Route)
- k. Resolution - Approval of Updated Bond Disclosure Policy
- l. Resolution - Accept Work:
 - 1. 2018 HMA Resurfacing Program
 - 2. Human Services Child Care Center and Medical Clinic
 - 3. 2019 Concrete Trail Renovation
 - 4. Woodland Hills Park Loop Trail
- m. Resolution - Accept Public Improvements - Covenant Cove Plat 1
- n. Resolution - Approval of Agreement with MidAmerican Energy Company to Extend Electrical Services - City Entrance Enhancements, Phase 1B
- o. Resolution - Approval of Lease for Library Temporary Storage - Library Interior Renovations
- p. Resolution - Approval of Transfer of Public Road Jurisdiction - Portion of Wendover Road on the South Side of I-80
- q. Resolution - Approval and Acceptance of Hold Harmless and Maintenance Agreement - Holiday Lighting in Railroad Park and the 5th Street Arch
- r. Resolution - Approval of Pole Attachment Contract with MidAmerican Energy Company - Valley Junction Broadband Equity Pilot
- s. Resolution - Approval of Termination of Development Agreement - Chelious, LLC, Tea Times Two, LLC and Judy Ks
- t. Resolution - Approval to Release Lot 2 of Osmium West Plat 1 from the Project Osmium Development Agreement and Minimum Assessment Agreement

5. Old Business

- a. Vacation of a Portion of Booneville Road Right-of-Way - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. The Preserve, generally south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway - Amend Comprehensive Plan Land Use Map to Designate Single Family, Medium Density Residential and Agricultural/Open Space Land Use and Establish The Preserve Planned Unit Development (PUD) and Agricultural/Open Space Zoning - Raccoon River Land Company, LLC
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading (Zoning Change)
 - 3. Ordinance - Approval of First Reading (PUD)
- b. Jordan West, southwest corner of EP True Parkway and Jordan Creek Parkway - Amend the Specific Plan Ordinance by Rezoning the Southern Portion of PUD Parcel 7 from Support Commercial to Regional Commercial to Allow for Construction of an Indoor Family Entertainment Venue - Ryan Companies US, Inc.
 - 1. Ordinance - Approval of First Reading
- c. Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), Section 5 (Use Codes) - Modify Certain Regulations as They Pertain to Physical Fitness Facilities - City Initiated
 - 1. Ordinance - Approval of First Reading
- d. Amendment to City Code - Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) - Update Regulations Pertaining to Rear Yard Setback Requirements for Accessory Structures in Residential Zoning Districts - City Initiated
 - 1. Ordinance - Approval of First Reading
- e. Agreement for Private Development - The Iowa Clinic West Lakes I, LLC and The Iowa Clinic, P.C. (Continued from September 3, 2019 and September 16, 2019)
 - 1. Motion - Continue Public Hearing to October 21, 2019
- f. Corrected Michael's Landing Plat 1, Outlot C - Termination of Permanent Storm Sewer Easement and Approval and Acceptance of Conveyance of Property Interests - City Initiated
 - 1. Resolution - Approval of Termination of Permanent Storm Sewer Easement and Approval and Acceptance of Property Interests

- g. Conveyance of Permanent Public Utility Easement to MidAmerican Energy Company - Northeast corner of South 81st Street and Mills Civic Parkway - City Initiated
 - 1. Resolution - Approval of Conveyance of Easement
- h. 2019-20 FY Operating and Capital Budget - Amendment #1 - City Initiated
 - 1. Resolution - Approval of Budget Amendment #1
- i. Fiber Conduit Inter-Connect Project - Purple Route and Duct Bank - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- j. South 85th Street, Cascade Avenue to Mills Civic Parkway - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- k. Library Interior Improvements - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- l. City Entrance Enhancements, Phase 1B - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Reject All Bids

7. New Business

- a. Woodsprings Suites, 7255 Lake Drive - Approval of Site Plan to Develop a Four-Story, 81 Room Hotel - VKB Management
 - 1. Resolution - Approval of Site Plan
- b. Excess Property Related to Installation of Storm Sewer near 1st Street and Grand Avenue - Plat of Survey to Create Two Parcels for Transfer of Ownership - City Initiated
 - 1. Resolution - Approval and Release of Two Plats of Survey
- c. Excess Property Related to Realignment of Mills Civic Parkway and South 88th Street - Plat of Survey to Create Two Parcels for Transfer of Ownership - City Initiated
 - 1. Resolution - Approval and Release of Two Plats of Survey
- d. Scotty's Pub 1, LLC d/b/a Scotty's Pub & Grub, 3781 EP True Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 - 1. Motion - Denial of Liquor License Application

- 8. Receive, File and/or Refer**
 - a. Lori Lavorato Resignation - Civil Service Commission

- 9. Other Matters**

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

September 16, 2019

West Des Moines City Council Proceedings
Monday, September 16, 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, September 16, 2019 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, and K. Trevillyan.

City Clerk Ryan Jacobson stated staff is recommending the agenda be amended to remove Item 7(f) Liquor License Renewal - Scotty's Pub & Grub, as the applicant has requested that it be considered at the October 7th meeting instead.

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

Vote 19-440: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Council member Sandager arrived at 5:31 p.m. Council member Trimble arrived at 5:33 p.m. The attendance was re-taken. Council members present were: R. Hardman, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Police Chief Chris Scott introduced Police Officer Barry Graham, who was then presented with a service injury award as a result of an injury he sustained in the line of duty.

Council member Hardman reported she attended a dinner with the Match Asher delegation during their recent sister cities visit to West Des Moines. She also expressed appreciation to staff for arranging their visit. She reported she also attended the West Des Moines Chamber of Commerce monthly event.

On Item 4. Consent Agenda.

Council members pulled Item 4(k)1 for discussion. It was moved by Trimble, second by Sandager to approve the consent agenda as amended.

- a. Approval of Minutes of September 3, 2019 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:

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1. Apple Corps, L.P., d/b/a Applebee's Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class LC Liquor License with Sunday Sales - Renewal
 2. Thawee Wathana, LLC d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class LC Liquor License with Sunday Sales - Renewal
 3. Mangia Tutto, LLC d/b/a Billy Vee's, 304 5th Street - Class LC Liquor License with Sunday Sales - Renewal
 4. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Class BC Permit with Sunday Sales and Carryout Wine Privileges - Renewal
 5. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Class BW Permit with Sunday Sales - Renewal
 6. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street - Class BB Permit with Sunday Sales - Renewal
 7. Costco Wholesale Corporation d/b/a Costco Wholesale #788, 7205 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 8. Frank's Divine Pie 8950 d/b/a El Guapo's Tequila + Taco, 8950 University Avenue, Suite 105 - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 9. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 10. Hy-Vee, Inc. d/b/a Hy-Vee Gas #4, 665 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - New
 11. Riley Drive Entertainment I, Inc. d/b/a Tonic Bar, 5535 Mills Civic Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 12. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal
 13. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
- d. Approval of Additional Property Tax Payment
- e. Approval of Amendments to Professional Services Agreements:
1. Jamie Hurd Amphitheater - Resident Construction Administrative Services, No. 2
 2. Nature Lodge HVAC Replacement, Roof Repairs and Exterior Improvements, No. 2
- f. Approval of Interfund Transfers
- g. Approval of FY 2018-19 Iowa Department of Transportation City Street Financial Report
- h. Order Construction:
1. South 85th Street, Cascade Avenue to Mills Civic Parkway
 2. City Entrance Enhancements, Phase 1B
 3. Nature Lodge HVAC Replacement, Roof Repairs and Exterior Improvements
- i. Accept Work - South Area Lift Station Improvements
- j. Accept Public Improvements - 542 5th Street Alley Improvements

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- k. Approval of Professional Services Agreements:
 - 2. Digital Marketing Services for “Go West” Campaign
- l. Approval of Reservation of Storm Sewer and Utility Easement - Located Near the Intersection of 1st Street and Grand Avenue
- m. Approval and Acceptance of Storm Water Management Facility Maintenance Agreement:
 - 1. Sammons Financial Group, 8300 Mills Civic Parkway
 - 2. Three Fountains, 4520 University Avenue
 - 3. IFBF Property Management, 5400 University Avenue
- n. Approval of Consent to the Collateral Assignment of Development Agreement - Westfield Building, LLC and R&R Investors

Vote 19-441: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 4(k)1 Approval of Professional Services Agreements - Valley Junction Business District Pavers and Sidewalk

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

It was moved by Sandager, second by Trimble to approve Item 4(k)1 Approval of Professional Services Agreements - Valley Junction Business District Pavers and Sidewalk.

Vote 19-442: Hardman, Mickelson, Sandager, Trimble ... 4 yes
Trevillyan ... 1 abstain due to potential conflict of interest
Motion carried.

On Item 5 - Old Business: no items

On Item 6(a) The Preserve, south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway - Amend Comprehensive Plan Land Use Map to Designate Single Family, Medium Density Residential and Agricultural/Open Space Land Use and Establish Agricultural/Open Space Zoning and The Preserve Planned Unit Development (PUD), initiated by Raccoon River Land Company, LLC (Continued from July 15, 2019, August 5, 2019, and August 19, 2019)

It was moved by Trimble, second by Hardman to adopt Motion - Accept Withdrawal of Request.

Vote 19-443: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Unity Point Clinic, 4055 Westown Parkway - Vacation of a 20-foot Public Sanitary Sewer Easement and Acceptance of New Easement, initiated by Central Iowa Hospital Corporation (Continued from September 3, 2019). He asked for the date the notice was published and the City Clerk indicated the notice was published on August 28, 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 Sandager, second by Trimble to adopt Resolution - Approval of Vacation Request.

Vote 19-444: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider West Green Industrial Park, 175 South 9th Street - Vacation of Public Utility Easement, initiated by Reid Tamisiea. He asked for the date the notice was published and the City Clerk indicated the notice was published on September 6, 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 Hardman to adopt Resolution - Approval of Vacation Request.

Vote 19-445: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Agreement for Private Development, initiated by The Iowa Clinic West Lakes I, LLC and The Iowa Clinic, P.C. (Continued from September 3, 2019).

It was moved by Trevillyan, second by Sandager to adopt Motion - Continue Public Hearing to October 7, 2019.

Vote 19-446: 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 2018-2019 FY Community Development Block Grant Program - Consolidated Annual

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Performance Evaluation Report (CAPER), 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 September 6, 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 CAPER.

Council member Trimble commended the Community and Economic Development department for their efforts in putting the City's Community Development Block Grant funding to good use to help people in the community.

Council member Hardman stated this report indicates there are significant needs in our community, and she commended the Human Services department for providing assistance to those in need.

Vote 19-447: 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 Vacation of Public Roadway and Termination of Public Roadway Easements - former Army Post Road, SE 11th Street, and Pine Avenue, 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 September 11, 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 Hardman to adopt Resolution - Approval of Vacation of Public Street Right-of-Way and Release and Termination of Public Street Right-of-Way Easements.

Vote 19-448: 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 Vacation of a Portion of Booneville Road Right-of-Way and Termination of Public Roadway Easements and Conveyance of a Portion of Vacated Booneville Road, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated

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the notice was published on September 11, 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 Hardman to consider the first reading of the ordinance.

Vote 19-449: 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 19-450: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trimble, second by Hardman to adopt Resolution - Approval of Termination of Public Roadway Easements and Conveyance of a Portion of Vacated Booneville Road.

Vote 19-451: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(h) Mayor Gaer indicated this was the time and place for a public hearing to consider Sale and Conveyance of Property Located Near the Intersection of SE 11th Street and Veterans Parkway, initiated by Hurd Land Company, LLC (Continued from June 17, 2019 and July 1, 2019). He asked for the date the notice was published and the City Clerk indicated the notice was published on September 11, 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 Hardman to adopt Resolution - Approval of Sale and Conveyance of Property.

Vote 19-452: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(i) Mayor Gaer indicated this was the time and place for a public hearing to consider Conveyance of Excess Property to Hurd Real Estate Services, Inc. - Two Small Parcels Adjacent to Veterans Parkway, initiated by the City of West Des Moines. He asked for the date the notice

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was published and the City Clerk indicated the notice was published on September 11, 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 Hardman to adopt Resolution - Approval of Conveyance of Property.

Vote 19-453: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(j) Mayor Gaer indicated this was the time and place for a public hearing to consider MidAmerican Energy RecPlex - Foundations, 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 September 6, 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 Sandager, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to ATO Builders, LLC.

Council member Trimble expressed concerns that the bids for each phase of this project have been over the engineer's estimate.

City Manager Tom Hadden stated the bids for the previous phase were higher because of the increased price of steel. He also noted the low bidder on this project is the same contractor that was awarded the previous phase of the project.

Vote 19-454: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(k) Mayor Gaer indicated this was the time and place for a public hearing to consider Levee Trail Improvements, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on September 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

Council member Hardman noted there was a significant difference in the bidders' prices for pavement, and she inquired if staff had any concerns about the quality of pavement.

Sally Ortgies, Parks and Recreation Director, responded either of the two contractors that bid on this project could perform the job well, as both have completed projects for the City in the past. She noted the reason for the price difference could be a number of things, such as the contractors' workloads.

It was moved by Trimble, second by Sandager to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Des Moines Asphalt and Paving.

Vote 19-455: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Kings Landing Plat 3, south of Stagecoach Road and west of 100th Street - Subdivide Property into 17 Single Family Lots, One Public Street Lot and One Outlot for Detention, initiated by Kings Landing, LLC

It was moved by Trimble, second by Hardman to adopt Resolution - Approval and Release of Final Plat, subject to the applicant complying with all applicable City Code requirements.

Vote 19-456: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Cedar Ridge Plat 3, southwest corner of Coachlight Drive and South 91st Street - Subdivide Property into 26 Single Family Lots, Two Outlots for Stormwater Management and Future Access, and Two Street Lots, initiated by Chayse Holdings, LLC

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

Vote 19-457: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Courtyard at King's Landing, northeast corner of South 100th Street and Stagecoach Drive - Approval of a Site Plan to Develop a 79 Lot Detached Townhome Development, initiated by Caliber Iowa, LLC

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It was moved by Trimble, second by Sandager 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 19-458: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(d) Raccoon River Basin 5 Lift Station, 3105 SW Grand Prairie Parkway - Construction of a Sanitary Sewer Lift Station, initiated by Raccoon River Land Company, LLC

It was moved by Trimble, second by Sandager to adopt Resolution - Approval and Release of Plat of Survey, subject to the applicant complying with all applicable City Code requirements.

Vote 19-459: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(e) Raccoon River Basin 5 Lift Station, 3105 SW Grand Prairie Parkway - Construction of a Sanitary Sewer Lift Station, initiated by Raccoon River Land Company, LLC

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

Vote 19-460: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(f) Removed

On Item 7(g) Request for Installation of Street Light - 1000 Block of 7th Street, initiated by Steven Boyt

Mayor Gaer stated staff has indicated a correction is needed on the council communication, as the Public Services Subcommittee actually recommended approval of the request by a unanimous vote.

City Manager Tom Hadden stated the Engineering Services department has recommended denial of this request because it does not meet the City policy; however, he agrees with the subcommittee members that the request should be approved.

It was moved by Sandager second by Trevillyan to adopt Motion - Approval of Street Light Installation Request.

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The City Council discussed the request, and reached a consensus in support of approving it, because the cost to the City is minimal and nine out of ten residents in that area support the request.

Vote 19-461: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

On Item 9 - Other Matters: none

The meeting was adjourned at 5:56 p.m.

It was moved by Trevillyan, second by Sandager to go into Executive Session per Chapter 21 of the Iowa Code, to discuss the potential acquisition/disposition of real estate.

Vote 19-462: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Entered Executive Session at 6:02 p.m. with the following persons present in the University Room of City Hall: Mayor Gaer, Council members Hardman, Mickelson, Sandager, Trevillyan, and Trimble; City Manager, City Attorney, City Clerk, Community and Economic Development Director, and Fire Chief.

It was moved by Trevillyan, second by Sandager to adjourn from Executive Session.

Vote 19-463: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Executive Session was adjourned at 6:26 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

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

ITEM: Motion – Approval of Bill Lists

DATE: October 7, 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	10/07/2019	\$ 2,953,202.27
EFT Claims	10/07/2019	\$ 2,223,037.58
Control Pay	10/07/2019	\$ 246,108.76
End of Month & Off-Cycle	09/04/19 to 10/20/19	\$ 324,659.30

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	10/07/2019	314124	Accounts Payable	A+ LAWN AND LANDSCAPE	750.00
Check	10/07/2019	314125	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	428,161.11
Check	10/07/2019	314126	Accounts Payable	ACF ENVIRONMENTAL	171.00
Check	10/07/2019	314127	Accounts Payable	ACKLEY, KEVIN	1,056.35
Check	10/07/2019	314128	Accounts Payable	AGRLAND FS INC	931.40
Check	10/07/2019	314129	Accounts Payable	AHLERS & COONEY	1,376.00
Check	10/07/2019	314130	Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	316,828.84
Check	10/07/2019	314131	Accounts Payable	ALPINE CARPET AND UPHOLSTERY SERVICE	900.00
Check	10/07/2019	314132	Accounts Payable	ALTOONA NURSING & REHAB CENTER	64.84
Check	10/07/2019	314133	Accounts Payable	AMERICAN SECURITY LLC	4,636.99
Check	10/07/2019	314134	Accounts Payable	ASCHEMAN, PHILIP	1,070.00
Check	10/07/2019	314135	Accounts Payable	AT&T MOBILITY	6,497.90
Check	10/07/2019	314136	Accounts Payable	AUREON NETWORK SERVICES	5,467.89
Check	10/07/2019	314137	Accounts Payable	BEELINE AND BLUE	2,593.76
Check	10/07/2019	314138	Accounts Payable	BELLER DISTRIBUTING, LLC	452.24
Check	10/07/2019	314139	Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	6,840.00
Check	10/07/2019	314140	Accounts Payable	BEST PORTABLE TOILETS	1,220.00
Check	10/07/2019	314141	Accounts Payable	BIG CHAIR LLC	280.00
Check	10/07/2019	314142	Accounts Payable	BJ STORAGE	840.95
Check	10/07/2019	314143	Accounts Payable	BOBCAT OF MADISON INC	8,700.00
Check	10/07/2019	314144	Accounts Payable	BOBS TOOLS	99.99
Check	10/07/2019	314145	Accounts Payable	BOMGAARS SUPPLY INC	185.96
Check	10/07/2019	314146	Accounts Payable	BONNIE'S BARRICADES	594.70
Check	10/07/2019	314147	Accounts Payable	BOUND TREE MEDICAL LLC	2,368.60
Check	10/07/2019	314148	Accounts Payable	BRILAR LLC	3,331.56
Check	10/07/2019	314149	Accounts Payable	BRUNING, BUNNY	4,284.90
Check	10/07/2019	314150	Accounts Payable	BRYAN ROCK PRODUCTS INC	1,413.91
Check	10/07/2019	314151	Accounts Payable	BUELOW, LISA	345.00
Check	10/07/2019	314152	Accounts Payable	CALHOUN-BURNS & ASSOCIATES INC	5,473.74
Check	10/07/2019	314153	Accounts Payable	CAMPBELL, MEREDITH	207.00
Check	10/07/2019	314154	Accounts Payable	CAMPBELL SUPPLY CO	1,980.00
Check	10/07/2019	314155	Accounts Payable	CAPPEL'S ACE HARDWARE	47.48

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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/07/2019	314156	Accounts Payable	CELEBRATION RIVER CRUISES	3,795.81
Check	10/07/2019	314157	Accounts Payable	CENTURYLINK	18,562.76
Check	10/07/2019	314158	Accounts Payable	CEREBRAL GROUP LLC	39,801.88
Check	10/07/2019	314159	Accounts Payable	CHAD TORSTENSON EMS MEDIC	3,000.00
Check	10/07/2019	314160	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	222.48
Check	10/07/2019	314161	Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	26,542.18
Check	10/07/2019	314162	Accounts Payable	CL CARROLL CO INC	5,900.00
Check	10/07/2019	314163	Accounts Payable	CLARK, JAYLA	435.00
Check	10/07/2019	314164	Accounts Payable	CLEARVIEW AI INC	2,000.00
Check	10/07/2019	314165	Accounts Payable	CLIFF GARTEN AND ASSOCIATES INC	75,200.00
Check	10/07/2019	314166	Accounts Payable	COLE, LEE	640.00
Check	10/07/2019	314167	Accounts Payable	COMPORF LLC	23,200.00
Check	10/07/2019	314168	Accounts Payable	CONCRETE CONNECTION LLC	243,756.00
Check	10/07/2019	314169	Accounts Payable	CONCRETE TECHNOLOGIES INC	108,847.82
Check	10/07/2019	314170	Accounts Payable	CONLEY GROUP INC	8,987.50
Check	10/07/2019	314171	Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	387.94
Check	10/07/2019	314172	Accounts Payable	CONSTRUCTION MATERIALS INC	65.00
Check	10/07/2019	314173	Accounts Payable	CONTRACT SPECIALTY	203.00
Check	10/07/2019	314174	Accounts Payable	CORE STRUCTURAL SERVICES LLC	37,280.40
Check	10/07/2019	314175	Accounts Payable	COURAGE LEAGUE SPORTS	425.00
Check	10/07/2019	314176	Accounts Payable	CTI READY MIX LLC	9,588.50
Check	10/07/2019	314177	Accounts Payable	CURRY, STEF	50.00
Check	10/07/2019	314178	Accounts Payable	DART	3,600.00
Check	10/07/2019	314179	Accounts Payable	DAVIS BROWN LAW FIRM	8,274.00
Check	10/07/2019	314180	Accounts Payable	DAVIS BROWN LAW FIRM	3,815.00
Check	10/07/2019	314181	Accounts Payable	DELICIAS BY LORENA LLC	150.80
Check	10/07/2019	314182	Accounts Payable	DEPT OF PUBLIC DEFENSE	1,050.00
Check	10/07/2019	314183	Accounts Payable	DES MOINES COMMITTEE ON FOREIGN RELATIONS	220.00
Check	10/07/2019	314184	Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	60.39
Check	10/07/2019	314185	Accounts Payable	DES MOINES REGISTER SUBSCRIPTIONS (CHECK)	245.02
Check	10/07/2019	314186	Accounts Payable	DES MOINES RIFLE & REVOLVER CLUB	200.00
Check	10/07/2019	314187	Accounts Payable	DES MOINES WATER WORKS	48.00
Check	10/07/2019	314188	Accounts Payable	DMACC	30.00

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/07/2019	314189	ACCOUNTS PAYABLE	324.00
Check	10/07/2019	314190	ACCOUNTS PAYABLE	417.62
Check	10/07/2019	314191	ACCOUNTS PAYABLE	100.00
Check	10/07/2019	314192	ACCOUNTS PAYABLE	200.00
Check	10/07/2019	314193	ACCOUNTS PAYABLE	50.00
Check	10/07/2019	314194	ACCOUNTS PAYABLE	50.00
Check	10/07/2019	314195	ACCOUNTS PAYABLE	56.00
Check	10/07/2019	314196	ACCOUNTS PAYABLE	237.29
Check	10/07/2019	314197	ACCOUNTS PAYABLE	1,899.43
Check	10/07/2019	314198	ACCOUNTS PAYABLE	151.00
Check	10/07/2019	314199	ACCOUNTS PAYABLE	14,800.00
Check	10/07/2019	314200	ACCOUNTS PAYABLE	414.00
Check	10/07/2019	314201	ACCOUNTS PAYABLE	52.00
Check	10/07/2019	314202	ACCOUNTS PAYABLE	10,883.70
Check	10/07/2019	314203	ACCOUNTS PAYABLE	200.00
Check	10/07/2019	314204	ACCOUNTS PAYABLE	375.00
Check	10/07/2019	314205	ACCOUNTS PAYABLE	772.00
Check	10/07/2019	314206	ACCOUNTS PAYABLE	1,800.00
Check	10/07/2019	314207	ACCOUNTS PAYABLE	200.00
Check	10/07/2019	314208	ACCOUNTS PAYABLE	48,370.00
Check	10/07/2019	314209	ACCOUNTS PAYABLE	162.00
Check	10/07/2019	314210	ACCOUNTS PAYABLE	26.61
Check	10/07/2019	314211	ACCOUNTS PAYABLE	702.28
Check	10/07/2019	314212	ACCOUNTS PAYABLE	637.88
Check	10/07/2019	314213	ACCOUNTS PAYABLE	37.51
Check	10/07/2019	314214	ACCOUNTS PAYABLE	1,142.47
Check	10/07/2019	314215	ACCOUNTS PAYABLE	2,050.00
Check	10/07/2019	314216	ACCOUNTS PAYABLE	3,441.35
Check	10/07/2019	314217	ACCOUNTS PAYABLE	643.10
Check	10/07/2019	314218	ACCOUNTS PAYABLE	100.00
Check	10/07/2019	314219	ACCOUNTS PAYABLE	48,450.00
Check	10/07/2019	314220	ACCOUNTS PAYABLE	912.64
Check	10/07/2019	314221	ACCOUNTS PAYABLE	200.00
Check	10/07/2019	314222	ACCOUNTS PAYABLE	595.00

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/07/2019	314223	HUMMEL, RUTH	50.00
Check	10/07/2019	314224	HY VEE INC	405.06
Check	10/07/2019	314225	INCENTIVE SERVICES INC	1,645.59
Check	10/07/2019	314226	INTERSTATE ALL BATTERY CENTER	3,420.90
Check	10/07/2019	314227	INVISION ARCHITECTURE LTD	270.00
Check	10/07/2019	314228	IOWA ATTORNEY GENERAL	30.00
Check	10/07/2019	314229	IOWA CHAPTER OF APCO	1,045.00
Check	10/07/2019	314230	IOWA CIVIL CONTRACTING INC	97,589.41
Check	10/07/2019	314231	IOWA DIVISION OF LABOR SVCS	400.00
Check	10/07/2019	314232	IOWA LAW ENFORCEMENT ACADEMY	20,657.00
Check	10/07/2019	314233	IOWA ONE CALL	1,297.80
Check	10/07/2019	314234	IOWA PRISON INDUSTRIES	267.63
Check	10/07/2019	314235	IOWA SIGNAL INC	145.22
Check	10/07/2019	314236	IOWA SPORTS TURF MANAGEMENT INC	15,479.00
Check	10/07/2019	314237	J&K CONTRACTING LLC	3,586.25
Check	10/07/2019	314238	JACOBSEN AUTO BODY	8,173.69
Check	10/07/2019	314239	JEFFREY L BRUCE & COMPANY LLC	644.00
Check	10/07/2019	314240	JENCO CONSTRUCTION INC	27,925.96
Check	10/07/2019	314241	JEO CONSULTING GROUP INC	3,363.02
Check	10/07/2019	314242	JOHN BOYT INDUSTRIAL SEWING INC	835.00
Check	10/07/2019	314243	JOHNSON CONTROLS LP- IL	3,005.85
Check	10/07/2019	314244	JORDAN CREEK EXECUTIVE CAR WASH	40.00
Check	10/07/2019	314245	JORDISON CONSTRUCTION	200.00
Check	10/07/2019	314246	JULSEN, CRAIG	100.00
Check	10/07/2019	314247	KALDENBERG'S PBS LANDSCAPING	5,008.75
Check	10/07/2019	314248	KELLY, QUINN	175.00
Check	10/07/2019	314249	KIESLER POLICE SUPPLY INC	390.00
Check	10/07/2019	314250	KLAHN, RICHARD	138.00
Check	10/07/2019	314251	LACINA, WENDY	460.00
Check	10/07/2019	314252	LANGUAGE LINE SERVICES	709.75
Check	10/07/2019	314253	LARRISON & ASSOCIATES ARCHITECTS PC	133,214.00
Check	10/07/2019	314254	LASER RESOURCES	2,547.49
Check	10/07/2019	314255	LINN COUNTY SHERIFF'S OFFICE	1,500.00

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/07/2019	314256	LOGEO APPAREL & PROMOTIONS	86.85
Check	10/07/2019	314257	LOMBARD , KINSEY	138.00
Check	10/07/2019	314258	LOUNSBURY LANDSCAPING SAND & GRAVEL	659.86
Check	10/07/2019	314259	LOWE'S HOME CENTER INC	2,010.98
Check	10/07/2019	314260	M&M COMMERCIAL CLEANING	4,919.94
Check	10/07/2019	314261	MACQUEEN EQUIPMENT LLC	1,878.72
Check	10/07/2019	314262	MERRITT COMPANY INC	1,907.00
Check	10/07/2019	314263	MID COUNTRY MACHINERY INC	15,300.00
Check	10/07/2019	314264	MNM CONCRETE SPECIALIST	177,785.03
Check	10/07/2019	314265	MONGAN PAINTING CO INC	22,370.00
Check	10/07/2019	314266	MOTOROLA	42,940.00
Check	10/07/2019	314267	MTI DISTRIBUTING, INC.	809.40
Check	10/07/2019	314268	MUNICIPAL COLLECTIONS OF AMERICA INC	25.00
Check	10/07/2019	314269	MUNICIPAL FIRE & POLICE	7,342.16
Check	10/07/2019	314270	MURWIN , MIKE	336.00
Check	10/07/2019	314271	NELLIES VENDING	306.75
Check	10/07/2019	314272	NORTH AMERICAN RESCUE LLC	4.86
Check	10/07/2019	314273	O'CONNELL , PAUL	137.50
Check	10/07/2019	314274	O'HALLORAN INTERNATIONAL INC	4,071.46
Check	10/07/2019	314275	OCCUPATIONAL SAFETY CONSULTANTS	140.00
Check	10/07/2019	314276	OFFICE DEPOT BUSINESS ACCOUNT	61.57
Check	10/07/2019	314277	OPN ARCHITECTS	10,745.00
Check	10/07/2019	314278	OUTDOOR RECREATION PRODUCTS	6,438.00
Check	10/07/2019	314279	P & P SMALL ENGINE	204.38
Check	10/07/2019	314280	PALMER GROUP	1,871.10
Check	10/07/2019	314281	PERFICUT COMPANIES INC	994.54
Check	10/07/2019	314282	POLK COUNTY PUBLIC WORKS	10,200.00
Check	10/07/2019	314283	POLK COUNTY RECORDER	151.00
Check	10/07/2019	314284	POWERPLAN	145.45
Check	10/07/2019	314285	PRECISION CONCRETE CUTTING	6,930.00
Check	10/07/2019	314286	Q3 CONTRACTING INC	29,069.63
Check	10/07/2019	314287	RACE FORWARD	5,778.00
Check	10/07/2019	314288	RANGEMASTERS TRAINING CENTER	1,211.49

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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/07/2019	314289	Accounts Payable	RAY O'HERRON CO INC	1,209.20
Check	10/07/2019	314290	Accounts Payable	RHYTHM ENGINEERING, LLC	325.00
Check	10/07/2019	314291	Accounts Payable	ROBERT HALF TECHNOLOGY	7,140.00
Check	10/07/2019	314292	Accounts Payable	ROUNDED MINDS INC	360.00
Check	10/07/2019	314293	Accounts Payable	ROY'S TOWING AND RECOVERY	365.00
Check	10/07/2019	314294	Accounts Payable	RUSSELL ABSTRACT & TITLE	350.00
Check	10/07/2019	314295	Accounts Payable	SCHEELS ALL SPORTS INC	1,197.85
Check	10/07/2019	314296	Accounts Payable	SEH INC	21,607.97
Check	10/07/2019	314297	Accounts Payable	SHONING , DEB	100.00
Check	10/07/2019	314298	Accounts Payable	SIXTA , ANDREW	414.00
Check	10/07/2019	314299	Accounts Payable	SM HENTGES & SONS INC	118,037.17
Check	10/07/2019	314300	Accounts Payable	SMITH'S SEWER SERVICE INC	981.75
Check	10/07/2019	314301	Accounts Payable	SOLIS , LAURA	10.00
Check	10/07/2019	314302	Accounts Payable	SOUTHWEST POLK WATER SERVICE INC	21.00
Check	10/07/2019	314303	Accounts Payable	SPRINT	279.93
Check	10/07/2019	314304	Accounts Payable	STATE OF IOWA- ELEVATOR SAFETY	175.00
Check	10/07/2019	314305	Accounts Payable	STIVERS FORD	34,935.00
Check	10/07/2019	314306	Accounts Payable	STUDIO MELEE	20,865.00
Check	10/07/2019	314307	Accounts Payable	TALLGRASS THEATRE COMPANY	280.00
Check	10/07/2019	314308	Accounts Payable	TESKA ASSOCIATES INC	5,350.00
Check	10/07/2019	314309	Accounts Payable	THE CONCRETE COMPANY INC	70,513.65
Check	10/07/2019	314310	Accounts Payable	THE GRAVEDIGGER LLC	1,400.00
Check	10/07/2019	314311	Accounts Payable	TRACY , CAROL ANNE	100.00
Check	10/07/2019	314312	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	538.86
Check	10/07/2019	314313	Accounts Payable	UNITED HEALTHCARE	715.44
Check	10/07/2019	314314	Accounts Payable	UNITED PARCEL SERVICE	20.60
Check	10/07/2019	314315	Accounts Payable	UNITED SEEDS INC	649.50
Check	10/07/2019	314316	Accounts Payable	UNITYPOINT CLINIC	42.00
Check	10/07/2019	314317	Accounts Payable	US POSTAL SERVICE	945.00
Check	10/07/2019	314318	Accounts Payable	VAN MAANEN ELECTRIC INC	50,411.75
Check	10/07/2019	314319	Accounts Payable	VAN WALL EQUIPMENT	21.55
Check	10/07/2019	314320	Accounts Payable	VAUDT MD , CORY	1,000.00
Check	10/07/2019	314321	Accounts Payable	VERIZON WIRELESS	4,667.73
Check	10/07/2019	314322	Accounts Payable	VIKING-CIVES MIDWEST INC	108,621.55

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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/07/2019	314323	Accounts Payable	VISION SERVICE PLAN	562.86
Check	10/07/2019	314324	Accounts Payable	WATCHGUARD INC	15,260.00
Check	10/07/2019	314325	Accounts Payable	WEX BANK	3,661.26
Check	10/07/2019	314326	Accounts Payable	WEDMAN BACKHOE SERVICES	600.00
Check	10/07/2019	314327	Accounts Payable	WIN WATCH LLC	330.98
Check	10/07/2019	314328	Accounts Payable	WOODHOUSE CONCRETE SERVICES	200.00
Check	10/07/2019	314329	Accounts Payable	BANKERS TRUST	3,878.00
Check	10/07/2019	314330	Accounts Payable	BOWEN , GARY	4,470.00
Check	10/07/2019	314331	Accounts Payable	FIRE SERVICE TRAINING BUREAU	121.00
Check	10/07/2019	314332	Accounts Payable	BOOT BARN INC	538.82
Check	10/07/2019	314333	Accounts Payable	DUBUQUE COUNTY	8,198.96
Check	10/07/2019	314334	Accounts Payable	IOWA CHAPTER OF NENA	1,045.00
Check	10/07/2019	314335	Accounts Payable	KUM & GO LC	504.95
Check	10/07/2019	314336	Accounts Payable	MIDAMERICAN ENERGY	10,561.01
Check	10/07/2019	314337	Accounts Payable	MIDAMERICAN ENERGY	36,102.25
Check	10/07/2019	314338	Accounts Payable	MIDAMERICAN ENERGY	3,008.06
Check	10/07/2019	314339	Accounts Payable	MIDAMERICAN ENERGY	58,072.70
Check	10/07/2019	314340	Accounts Payable	MIDAMERICAN ENERGY	1,892.57
Check	10/07/2019	314341	Accounts Payable	MIDAMERICAN ENERGY	9,238.06
Check	10/07/2019	314342	Accounts Payable	MIDAMERICAN ENERGY	38,030.77
Check	10/07/2019	314343	Accounts Payable	MIDAMERICAN ENERGY	15,735.47
Check	10/07/2019	314344	Accounts Payable	MIDAMERICAN ENERGY	17,688.33
Check	10/07/2019	314345	Accounts Payable	MIDAMERICAN- DM-WDM TL	66.00
Check	10/07/2019	314346	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	593.13
Check	10/07/2019	314347	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	146.87
Check	10/07/2019	314348	Accounts Payable	RADIODETECTION	381.97
Check	10/07/2019	314349	Accounts Payable	TREASURER OF IOWA- UNCLAIMED	761.24
EFT	10/07/2019	3626	Accounts Payable	PROPERTY DIVISION	10,097.84
EFT	10/07/2019	3627	Accounts Payable	ABC ELECTRICAL SERVICES LLC	6,814.66
EFT	10/07/2019	3628	Accounts Payable	AECOM TECHNICAL SERVICES INC	4,163.85
EFT	10/07/2019	3629	Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	5,261.78
EFT	10/07/2019	3630	Accounts Payable	ALL MAKES OFFICE INTERIORS	2,919.56
EFT	10/07/2019	3631	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	206.25
EFT	10/07/2019	3632	Accounts Payable	ASCHEMAN , BRIAN	2,743.56
EFT	10/07/2019	3632	Accounts Payable	BAUER BUILT	

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Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/07/2019	3633	Accounts Payable	184.00
EFT	10/07/2019	3634	Accounts Payable	10.44
EFT	10/07/2019	3635	Accounts Payable	379,465.34
EFT	10/07/2019	3636	Accounts Payable	183.86
EFT	10/07/2019	3637	Accounts Payable	1,434.11
EFT	10/07/2019	3638	Accounts Payable	46,500.00
EFT	10/07/2019	3639	Accounts Payable	1,375.54
EFT	10/07/2019	3640	Accounts Payable	4,550.00
EFT	10/07/2019	3641	Accounts Payable	93,744.96
EFT	10/07/2019	3642	Accounts Payable	1,038.06
EFT	10/07/2019	3643	Accounts Payable	85,294.90
EFT	10/07/2019	3644	Accounts Payable	4,081.03
EFT	10/07/2019	3645	Accounts Payable	27,559.68
EFT	10/07/2019	3646	Accounts Payable	93.04
EFT	10/07/2019	3647	Accounts Payable	30,132.92
EFT	10/07/2019	3648	Accounts Payable	4,080.00
EFT	10/07/2019	3649	Accounts Payable	395,715.34
EFT	10/07/2019	3650	Accounts Payable	274.50
EFT	10/07/2019	3651	Accounts Payable	9.09
EFT	10/07/2019	3652	Accounts Payable	682.97
EFT	10/07/2019	3653	Accounts Payable	418.00
EFT	10/07/2019	3654	Accounts Payable	165.00
EFT	10/07/2019	3655	Accounts Payable	25,196.70
EFT	10/07/2019	3656	Accounts Payable	124,229.87
EFT	10/07/2019	3657	Accounts Payable	20,477.85
EFT	10/07/2019	3658	Accounts Payable	4,702.00
EFT	10/07/2019	3659	Accounts Payable	422.07
EFT	10/07/2019	3660	Accounts Payable	87,347.00
EFT	10/07/2019	3661	Accounts Payable	21,992.64
EFT	10/07/2019	3662	Accounts Payable	16,549.04
EFT	10/07/2019	3663	Accounts Payable	137.50
EFT	10/07/2019	3664	Accounts Payable	7,020.59
EFT	10/07/2019	3665	Accounts Payable	274.50

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Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/07/2019	3666	Accounts Payable	
EFT	10/07/2019	3667	Accounts Payable	
EFT	10/07/2019	3668	Accounts Payable	
EFT	10/07/2019	3669	Accounts Payable	
EFT	10/07/2019	3670	Accounts Payable	
EFT	10/07/2019	3671	Accounts Payable	
EFT	10/07/2019	3672	Accounts Payable	
EFT	10/07/2019	3673	Accounts Payable	
EFT	10/07/2019	3674	Accounts Payable	
EFT	10/07/2019	3675	Accounts Payable	
EFT	10/07/2019	3676	Accounts Payable	
EFT	10/07/2019	3677	Accounts Payable	
EFT	10/07/2019	3678	Accounts Payable	
EFT	10/07/2019	3679	Accounts Payable	
EFT	10/07/2019	3680	Accounts Payable	
EFT	10/07/2019	3681	Accounts Payable	
EFT	10/07/2019	3682	Accounts Payable	
EFT	10/07/2019	3683	Accounts Payable	
EFT	10/07/2019	3684	Accounts Payable	
EFT	10/07/2019	3685	Accounts Payable	
EFT	10/07/2019	3686	Accounts Payable	
EFT	10/07/2019	3687	Accounts Payable	
EFT	10/07/2019	3688	Accounts Payable	
EFT	10/07/2019	3689	Accounts Payable	
EFT	10/07/2019	3690	Accounts Payable	
EFT	10/07/2019	3691	Accounts Payable	
EFT	10/07/2019	3692	Accounts Payable	
WB VENDOR DISB WB Vendor Disbursement Totals:				
Checks: 226				\$2,953,202.27
EFTs: 67				\$2,223,037.58
Transactions: 293				\$5,176,239.85

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

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	10/07/2019	4439 Accounts Payable	ADVENTURE LIGHTING	26.10
EFT	10/07/2019	4440 Accounts Payable	ARAMARK UNIFORM SERVICES	2,354.74
EFT	10/07/2019	4441 Accounts Payable	ARROW STAGE LINES	900.00
EFT	10/07/2019	4442 Accounts Payable	AXON ENTERPRISES INC	4,107.00
EFT	10/07/2019	4443 Accounts Payable	BEACON ATHLETICS LLC	1,150.00
EFT	10/07/2019	4444 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,936.95
EFT	10/07/2019	4445 Accounts Payable	CLIVE POWER EQUIPMENT	1,578.62
EFT	10/07/2019	4446 Accounts Payable	COMPETITIVE EDGE	2,189.05
EFT	10/07/2019	4447 Accounts Payable	CORN STATES METAL FABRICATORS INC	290.00
EFT	10/07/2019	4448 Accounts Payable	D&K PRODUCTS	121.50
EFT	10/07/2019	4449 Accounts Payable	DES MOINES REGISTER MEDIA	2,541.65
EFT	10/07/2019	4450 Accounts Payable	DES MOINES STAMP MFG CO	32.00
EFT	10/07/2019	4451 Accounts Payable	ELECTRONIC ENGINEERING	160.00
EFT	10/07/2019	4452 Accounts Payable	EMPLOYEE & FAMILY RESOURCES	2,154.60
EFT	10/07/2019	4453 Accounts Payable	FERGUSON ENTERPRISES INC 226	76.42
EFT	10/07/2019	4454 Accounts Payable	GALLS LLC	12,930.69
EFT	10/07/2019	4455 Accounts Payable	GOLF CARS OF IOWA	200.00
EFT	10/07/2019	4456 Accounts Payable	IMAGETEK INC	7,711.25
EFT	10/07/2019	4457 Accounts Payable	INTERSTATE POWER SYSTEMS	328.40
EFT	10/07/2019	4458 Accounts Payable	IOWA FIRE EQUIPMENT COMPANY	481.00
EFT	10/07/2019	4459 Accounts Payable	IRON MOUNTAIN	170.90
EFT	10/07/2019	4460 Accounts Payable	JERICO SERVICES	10,675.55
EFT	10/07/2019	4461 Accounts Payable	JOHNSTONE SUPPLY	52.32
EFT	10/07/2019	4462 Accounts Payable	LOCUTION SYSTEMS INC	15,699.00
EFT	10/07/2019	4463 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	259.80
EFT	10/07/2019	4464 Accounts Payable	MEDIACOM	11.58
EFT	10/07/2019	4465 Accounts Payable	MENARDS	483.07
EFT	10/07/2019	4466 Accounts Payable	METRO WASTE AUTHORITY	132,084.16
EFT	10/07/2019	4467 Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	410.00
EFT	10/07/2019	4468 Accounts Payable	NINTH BRAIN SUITE LLC	543.00
EFT	10/07/2019	4469 Accounts Payable	NORTHLAND PRODUCTS	1,741.00
EFT	10/07/2019	4470 Accounts Payable	O'REILLY AUTOMOTIVE INC	158.89
EFT	10/07/2019	4471 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	1,024.87

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

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	10/07/2019	4472	PRAXAIR	2,433.20
EFT	10/07/2019	4473	PROCTOR MECHANICAL CORP	689.80
EFT	10/07/2019	4474	PUSH PEDAL PULL INC	90.00
EFT	10/07/2019	4475	RELIABLE PROPERTY SERVICES	8,913.42
EFT	10/07/2019	4476	SECURITY EQUIPMENT INC	1,003.20
EFT	10/07/2019	4477	SITEONE LANDSCAPE SUPPLY LLC	197.90
EFT	10/07/2019	4478	SNYDER & ASSOCIATES	1,050.00
EFT	10/07/2019	4479	SPECIALTY GRAPHICS INC	175.55
EFT	10/07/2019	4480	SPECK USA	400.00
EFT	10/07/2019	4481	SPRAYER SPECIALTIES INC	123.79
EFT	10/07/2019	4482	STAR EQUIPMENT LTD	4,120.15
EFT	10/07/2019	4483	STIVERS FORD (CONTROL PAY)	4,505.46
EFT	10/07/2019	4484	STREICHERS	200.00
EFT	10/07/2019	4485	TEAM SERVICES	5,256.19
EFT	10/07/2019	4486	THE VERNON COMPANY	714.33
EFT	10/07/2019	4487	THOMSON REUTERS-WEST PAYMENT	304.74
EFT	10/07/2019	4488	UNIVERSAL PRINTING SERVICES	913.95
EFT	10/07/2019	4489	UPHDM OCCUPATIONAL MEDICINE	881.00
EFT	10/07/2019	4490	VAISALA INC	990.00
EFT	10/07/2019	4491	ZOLL MEDICAL	8,561.97
WB CONTROLPAY WB ControlPay Totals:				\$246,108.76
EFTs:				53
Transactions:				53
				\$246,108.76

Payment Register

From Payment Date: 09/04/2019 - To Payment Date: 10/20/2019

Number	Date	Payee Name	Transaction Amount
36	10/01/2019	WEST BANK	\$11,416.71
100	10/02/2019	AUTHORIZE.NET	\$26.40
101	10/02/2019	WEST BANK	\$2,144.96
169	09/30/2019	KABEL BUSINESS SERVICES	\$10,780.91
170	09/30/2019	KABEL BUSINESS SERVICES	\$7,557.54
3569	09/18/2019	IOWA DEPARTMENT OF REVENUE & FINANCE	\$6,267.00
3620	09/30/2019	DELTA DENTAL OF IOWA	\$8,055.77
3621	09/30/2019	DELTA DENTAL OF IOWA	\$10,009.55
3623	09/30/2019	WELLMARK BLUE CROSS	\$87,399.26
3624	09/30/2019	WELLMARK BLUE CROSS	\$166,140.72
11968	09/30/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$600.00
11969	09/30/2019	MIDAMERICAN ENERGY	\$215.70
11970	09/30/2019	MIDAMERICAN ENERGY	\$224.00
11971	09/30/2019	MCCLISH, MIKE	\$695.00
11972	09/30/2019	HILLTOP 1	\$860.00
11973	09/30/2019	JORDAN CREEK APARTMENTS	\$250.00
11974	09/30/2019	MIDAMERICAN ENERGY	\$259.00
11975	09/30/2019	SWIFT PROPERTIES LLC	\$248.52
11976	09/30/2019	MIDAMERICAN ENERGY	\$250.00
11977	09/30/2019	WILLOW PARK APARTMENTS	\$464.00
11978	09/30/2019	FOREST AND FIELDS	\$650.00
11979	09/30/2019	MCKINLEY CREST - ANAWIM HOUSING	\$500.00
11980	09/30/2019	KENWOOD APARTMENTS LLC	\$495.00
11981	09/30/2019	MCKINLEY CREST - ANAWIM HOUSING	\$690.00
11982	09/30/2019	NORMANDY TERRACE	\$225.00
11983	09/30/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$580.00
11984	09/30/2019	KENWOOD APARTMENTS LLC	\$195.00
11985	09/30/2019	KENWOOD APARTMENTS LLC	\$500.00
11986	09/30/2019	KENWOOD APARTMENTS LLC	\$855.00
11987	09/30/2019	MIDAMERICAN ENERGY	\$250.00
11988	09/30/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$350.00
11989	09/30/2019	JRYEV LLC	\$650.00
11990	09/30/2019	WEST DES MOINES WATER WORKS	\$91.21
11991	09/30/2019	WEST DES MOINES WATER WORKS	\$114.18
314119	09/18/2019	IOWA INSURANCE DIVISION	\$100.00
314120	09/20/2019	IOWA DEPARTMENT OF NATURAL RESOURCES	\$1,250.00
314123	09/26/2019	IOWA DEPARTMENT OF REVENUE & FINANCE	\$3,298.87
			\$324,659.30

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

ITEM: Approval of Liquor Licenses

DATE: October 7, 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. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
2. Two Tees, LLC d/b/a Blu Toro, 5585 Mills Civic Parkway, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
3. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
4. Kiss My Grits, LLC, d/b/a The Irish, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales and Outdoor Services - Renewal
5. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
6. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
7. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
8. Monterrey III, LLC, d/b/a Monterrey III, 6630 Mills Civic Parkway, Unit 3116 - Class LC Liquor License with Sunday Sales - Renewal
9. SA Petro Mart, Inc., d/b/a SA Petro Mart, 136 1st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
10. Shri Hari, LLC d/b/a West D Liquors, 5014 EP True Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
11. Xcaret Club and Lounge, LLC d/b/a Xcaret Club and Lounge, 2700 University Avenue, Suite 200 - Class LC Liquor License - 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 *RTG*

STAFF REVIEWS

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

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

ITEM: Approval of Appointment – Civil Service Commission

DATE: October 7, 2019

FINANCIAL IMPACT: None

BACKGROUND:

Lori Lavorato has served on the Civil Service Commission since April 2011, and the Mayor and Council thank her for her service to the community. Mayor Gaer recommends the appointment of Emily Bartekoske to serve on the Civil Service Commission for the remainder of the four-year term with an expiration of March 31, 2023.

Emily Bartekoske 1000 Westbrooke Court 913-663-7869 (w) 319-231-0165 (h)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of appointment of Emily Bartekoske to the Civil Service Commission.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of West Des Moines appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 222-3600 or TDD (Hearing Impaired) (515) 222-3334. The City of West Des Moines is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

- Board of Adjustment
- Civil Service Commission
- Library Board of Trustees
- Plan & Zoning Commission
- Sister Cities Commission
- Bicycle Advisory Commission

- Water Works Board of Trustees
- Human Services Advisory Board
- Human Rights Commission
- Public Arts Advisory Commission
- Valley Junction Events Committee
- Other _____

The City of W
Application #
Clerk's Office
is committed to

Name: Bartekoske Emily Christine

Address: 1000 Westbrooke Ct. West Des Moines IA 50266
Last First Middle City State Zip

Occupation: Attorney

Employer's Name & Address: SouthLaw, P.C.

1401 50th Street, Suite 100, West Des Moines, IA 50266

Work Phone: 913-663-7869 When can you be reached at this number?: 8 am-5 pm M-F

Home Phone: 319-231-0165 When can you be reached at this number?: Anytime

E-mail address: Emily.bartekoske@yahoo.com

Length of residence in West Des Moines: 3 1/2 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:
See attached sheet

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application.

I would like to be appointed because I believe it is important to serve my community and be involved with local government. My skills as an attorney, an experienced community leader, and past experience of arguing an appeal before the City of Waterloo Civil Service Commission give me a unique ability and perspective to be able to adequately serve in this role.

Please list two references other than a family member:

Name: Mike Zevitz Relationship: BOSS Phone: 913-663-7600 x105
Name: Meghann Peters Relationship: Friend Phone: 515-778-6048

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? No If so, please list: _____

Have you ever been employed by the City? No If so, please list dates of employment and positions held. _____

Do you have relatives working for the City? No If so, please give name and relationship. _____

Are you being sponsored by a community organization(s)? No If so, please list the following and attach a confirmation letter from said organization:

Organization: _____ Contact: _____
Phone Number: _____ Email: _____

Iowa Code Section 69.16A requires City boards/commissions to be gender balanced. Please indicate whether you are male or female.

Male Female

Applicant Signature: Gmely [Signature] Date: 9/13/2019

Please mail completed application to the office of the City Clerk at the following address:

City of West Des Moines
P.O. Box 65320
West Des Moines, Iowa 50265-0320
ATTN: Ryan Jacobson

Previous Board Membership Positions

Emily Bartekoske

- Iowa Bar Association Title Standards Committee: 2018-present
- Crossroads Park PTA Incoming President and President: 2018-present
- Moms Demand Action for Gun Sense in America, State Membership Lead: 2018
- Church Deacon, Cedar Heights Presbyterian Community Church, Cedar Falls, Iowa: 2010-2012
- Drake University Law School Student Bar Association Faculty Representative: 2008-2009
- Delta Theta Phi Law Fraternity, Secretary: 2007-2009
- Drake University Law School Moot Court Board: 2007-2009
- Drake University Law School Alternative Dispute Resolution group, President: 2007-2009
- InterNational Alternative Dispute Resolution, Board of Directors: 2009-2011
- Iowa Association of Mediators, Board of Directors: 2009-2011

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: October 7, 2019

Memorandum of Understanding to document the conditions between the Public Safety Cadets (PSC) and the City of West Des Moines (City) to participate in the PSC program and events operated and maintained by PSC in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

FINANCIAL IMPACT:

None

BACKGROUND:

PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.



OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the Memorandum of Understanding between the City of West Des Moines and the Public Safety Cadets to define the purpose and responsibilities of each of the parties.

Lead Staff Member: Chris Scott, Chief of Police

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Date(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
CITY OF WEST DES MOINES**

**REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets, a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

City of West Des Moines

BACKGROUND. Public Safety Cadets (PSC) was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

2. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

3. **RESPONSIBILITIES.**

A. **Public Safety Cadets:** Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety Training.
4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC

unit successfully.

6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that all adults found suitable for mentoring young adults participating in the PSC program complete the required Public Safety Cadets Youth Safety Training within the specified time period.
5. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
6. Abiding by the PSC Standard Operating Procedures. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
7. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
8. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

4. **POINTS OF CONTACT.** All Parties will designate a POC who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The agency/organization POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.

5. **LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the

responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.

6. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.

7. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.

8. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.

9. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.

10. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties. The Parties agree that the Polk County District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this agreement.

11. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

12. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing with Public Safety Cadets.

13. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

14. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

15. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

16. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after ten (10) days' notice. Either organization may also discontinue its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

17. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

The foregoing represents the understanding reached by the Parties.

APPROVED BY:

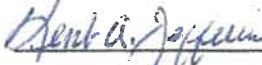


Signature of agency/organization head or designee

9-10-19
Date

CHRIS SCOTT CHIEF OF POLICE
Printed Name/Title of agency/organization head or designee

Public Safety Cadets, by,

 in his capacity as President of Public Safety Cadets
Signature on behalf of Public Safety Cadets

9-11-2019
Date

Kent A. Jefferies - President

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

- A. Kent Jefferies will serve as the primary POC for Public Safety Cadets. He may be contacted at: kjefferies@publicsafetycadets.org or by calling the national office at: 703-717-8168.

- B. Sgt. Dan Wade has been designated as the primary POC for the above-named agency/organization and may be contacted at: Daniel.Wade@wdm.iowa.gov or by calling 515-222-3388.

- C. Officer Matthew Granzow has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: Matthew.Granzow@wdm.iowa.gov or by calling 515-222-3688

- D. Additional designated agency/organization Mentors (if any) are identified below:

Officer Craig Weatherall Craig.Weatherall@wdm.iowa.gov 515-222-3332

Officer Richard Cuevas Richard.Cuevas@wdm.iowa.gov 515-222-3305

Officer Brandon Condon Brandon.Condon@wdm.iowa.gov 515-222-3320

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact Name,

Title, Email and telephone contact

(Add additional pages as necessary)

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

ITEM:

DATE: October 7, 2019

Motion approving the Professional Services Agreement between the City of West Des Moines and Claudia Henning, Consultant, and the Professional Services Agreement between the City of West Des Moines and Jennifer Hahn, Consultant, for the Youth Justice Initiative (“YJI”) Program.

FINANCIAL IMPACT:

The City of West Des Moines and the West Des Moines Community School District each pay a portion of the YJI program budget along with funding obtained through donations. The City’s portion of the YJI program budget has already been included in the City’s 2019-2020 budget.

BACKGROUND:

On August 7, 2000, the City entered into an Agreement with Claudia Henning for the purposes of creating and staffing the Youth Justice Initiative Program (“YJI”). Ms. Henning is an Independent Contractor, acting as the Director of YJI, affiliated with the Police Department and has successfully run YJI since then. Ms. Henning desires to transition to a part-time consultant role and has identified Jennifer Hahn as her replacement as Director of YJI. These contracts allow for: (1) the transition of Ms. Henning to a part-time consultant for YJI until June 30, 2020 with the option of one-year term renewals; and (2) the approval of Ms. Hahn as an Independent Contractor, acting as the new Director of YJI for a three (3) year term, ending June 30, 2022.

YJI is a community-based participatory justice process. The program is a collaborative effort of the West Des Moines Police Department, public and private schools, and other community non-profit organizations. The success of YJI depends upon community participation and community mobilization. YJI intervenes in cases of misconduct and criminality by West Des Moines youth or non-resident juveniles who perpetrate offenses within West Des Moines. YJI addresses misconduct within the community avoiding formal adjudication by the Juvenile Court when possible. While most accepted cases will be from West Des Moines police as a diversion from Court, cases can also be accepted from the Polk County Juvenile Court involving West Des Moines residents.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the Professional Services Agreement between the City of West Des Moines and Claudia Henning, Consultant, and the three (3) year Professional Services Agreement between the City of West Des Moines and Jennifer Hahn, Consultant, for the Youth Justice Initiative (“YJI”) Program.

Lead Staff Member: Chris Scott, Police Chief *CS*

STAFF REVIEWS

Department Director	<i>CS</i> Chris Scott, Police Chief
Appropriations/Finance	
Legal	<i>JDS</i> Jessica Spoden, Assistant City Attorney
Agenda Acceptance	<i>CS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of September, 2019, by and between the City of West Des Moines, a municipal corporation, hereinafter referred to as "City", and Jennifer Hahn, with principal offices at 646 South 34th Court, West Des Moines, Iowa 50265, hereinafter referred to as "Consultant", as follows:

1. CONSULTANT SHALL PERFORM THE FOLLOWING WORK, PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES, OR MATERIALS TO THE CITY OF WEST DES MOINES:

Consultant agrees to perform the tasks as fully set forth in Attachment A to this Agreement in connection with the coordinated Juvenile Justice and Prevention Program.

2. The City of West Des Moines agrees to provide support to the Consultant in the performance of such services as fully set forth in Attachment B to this Agreement.
3. COMPENSATION.
 - A. In consideration of the services, work, equipment, supplies, or materials provided herein, the City agrees to pay the Consultant the annual sum of NOT-TO-EXCEED \$77,800 per year, plus travel expenses not to exceed \$1,500 per year
 - B. The Consultant shall invoice the City for services and any reimbursable expenses 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 final services report.
 - C. In consideration of said payments, the Consultant agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of the Contract in a good and workmanlike manner to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.
4. INSURANCE.
 - A. 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. Insurance cannot be cancelled or materially altered without consultant giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

- B. The Consultant shall provide evidence of errors and omissions 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 errors and omissions of the Consultant. The evidence shall also state 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.
5. TERM OF CONTRACT. Unless earlier terminated under this agreement, or otherwise agreed in writing duly executed by the parties, the term of this agreement shall commence on the 1st day of September, 2019, and shall be completed on or before the 30th day of June, 2022. This Agreement shall be reviewed annually and may be suspended or terminated by the City as detailed below.
6. 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:
City of West Des Moines
Attn: Chris Scott, Police Chief
250 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

FOR THE CONSULTANT:
Jennifer Hahn
646 S. 34th Ct
West Des Moines, IA, 50265

7. GENERAL COMPLIANCE. In the conduct of the services/work or the supplies, equipment, or materials 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.
8. 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.
9. INDEPENDENT CONSULTANT. Consultant understands and agrees that the Consultant is not a City employee. It is expressly understood and agreed that the Consultant is not entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
10. NON-DISCRIMINATION. Consultant will not discriminate against any Program Participant because of race, color, sex, national origin, religion, age, handicap, or veteran status.
11. 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 in whole or in part from the services performed under this agreement, a breach of this agreement, or any omission or negligence arising out of performance or nonperformance of this agreement.

12. 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.

13. APPROPRIATION OF FUNDS. The funds appropriated for this contract are equal to or exceed the awarded contract amount. Performance of the City's obligations under this Agreement are expressly subject to appropriations of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this contract, or appropriated funds may not be expended due to City spending limitations, then the City may terminate this Agreement without further compensation to the Consultant.

14. AUTHORIZED AMENDMENTS TO AGREEMENT.

A. The Consultant and the City agree and acknowledge as a part of this agreement, that no amendments to this agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the agreement to exceed the amount appropriated for this agreement as listed above, unless the Consultant has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.

B. The Consultant and the City further agree and acknowledge as a part of this agreement that no agreement amendments, or other form or 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, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, the Consultant was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was 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 to this agreement.

15. CONTRACT 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 contract. The laws of the State of Iowa shall govern this agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for Polk County, Iowa.

16. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT. Consultant certifies that Consultant has complied with the United States Immigration and Control Act of 1986. All persons employed by Consultant for performance of this agreement have completed and signed Form 1-9 verifying their identities and authorization for employment.

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 of the reasons for the suspension to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for the 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 one (1) year after such suspension, unless this period is extended by written consent of the Consultant.
- B. In the event of a 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.
- C. 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, including but not limited to a change in funding for the YJI Program. The City may also terminate this agreement at any time if it is found that the Consultant has violated any term or condition of this agreement, or that Consultant has failed to maintain worker's compensation insurance or other insurance provided for in this 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.
- D. In the event that this agreement is terminated in accordance with 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 Consultant had the agreement not been terminated and work completed in accordance with contract documents.

19. 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.
20. MISCELLANEOUS HEADINGS. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.
21. FURTHER ASSURANCES. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.
22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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

CONSULTANT

By:



Jennifer Hahn

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

ATTACHMENT A

Tasks to be completed by Consultant Jennifer Hahn,

Director of the Youth Justice Initiative: Facilitator/Mediator/Consultant

1. Review and recommend amendments to the Youth Justice Initiative Policies and Procedures in consultation with the West Des Moines Police Department and YJI Advisory/Steering Groups.
2. Evaluate and manage youth justice cases including facilitation or supervision of the facilitation of youth justice conferences and monitoring of open cases.
3. Recruit, supervise and coordinate restorative justice monitors and project assistants.
4. Collaborate with schools, area law enforcement agencies and Polk County Juvenile Court regarding case referral and follow-through.
5. Continue networking and assessment of West Des Moines community to determine and solicit resources to support accountability plans.
6. Recruit and train community volunteers to support YJI functions.
7. Educate West Des Moines' citizens in restorative justice principles. Promote the mission and vision of the Youth Justice Initiative.
8. Recruit Youth Justice Advisory group, organize regular meetings and provide program information to group members.
9. Network with West Des Moines youth-serving organizations, including public and private schools, the Community Education Advisory Council, the faith community, the Parks and Recreation Department, the YMCA, local businesses and substance abuse treatment providers.
10. Network with law enforcement and city officials in surrounding communities.
11. Establish reciprocal presence and participation on advisory and planning groups of collaborating partners.
12. Document and submit allowed program expenses to the City.
13. Oversee the review of YJI's data collection and reporting procedures.
14. Submit annual report to Chief of Police. Maintain communications with referring police detectives regarding the status of youth referred to YJI. Include police representatives in regular Case Review and Advisory Group meetings.

ATTACHMENT B

Support to be Provided to Consultant Jennifer Hahn by the City of West Des Moines Police Department

1. Participate in the education of West Des Moines citizens in restorative of justice principles.
2. Assist with establishing reciprocal presence and participation on advisory and planning groups.
3. Assist with monitoring of juvenile offenders participating in YJI.
4. Provide meeting space at the West Des Moines Police Department for interviews with Consultant.
5. Provide security at juvenile conferencing when determined by the police department.
6. Provide clerical support as able, computer and office equipment, mail services, office supplies and other mutually agreed upon services.
7. Provide program travel expenses up to \$1,500.00 per year. All mileage shall be compensated at the currently applicable United States Internal Revenue Service mileage rate.
8. Payment of program contracted services for Case Monitors, Project Assistants, and others involved in service to YJI participants; training; and project evaluation.
9. Fiscal management of project funds and review of submitted expense requests.
10. City expenditures for those items set out above shall not exceed the amounts submitted in the applicable fiscal year. Additional expenditures for related activities funded through donations, United Way grants and grants from other sources will support the YJI Family Class, Study Table/Summer Adventures and other academic improvement activities, special volunteer, community and staff training, and other YJI related activities. These funds will be administered at the discretion of the YJI Director. City administrative services will collaborate with YJI to document & summarize income/expenditures.
11. YJI Director shall have the discretion to move funds between the categories of personnel, personnel training, operating expenses and contract services. In no event shall the Director's 10-month salary exceed \$65,666 in fiscal year 2019-2020 (10 months of contracted \$77,800 annual sum). The Director's salary may increase in subsequent fiscal years if timely requested by the YJI Director and approved by the City.

AGREEMENT FOR PROFESSIONAL SERVICES FOR RESTORATIVE JUSTICE CONSULTANT

This Agreement is made and entered into this 1st day of September 2019, by and between the City of West Des Moines, a municipal corporation, hereinafter referred to as "City", and Claudia Henning, whose address is 4705 Aspen Drive. West Des Moines. IA 50265, (hereinafter referred to as "Consultant"). This agreement hereby supersedes and fully replaces the previous professional services agreement entered into between the City and Consultant on June 26, 2017, with an original expiration date of June 30, 2020.

The terms of this agreement are as follows:

1. **CONSULTANT SHALL PERFORM THE FOLLOWING SERVICES TO THE CITY OF WEST DES MOINES:**

Consultant agrees to perform the tasks as fully set forth in Attachment A to this Agreement in connection with the Youth Justice Initiative Program.

2. **COMPENSATION.**

- A. In consideration of the services provided herein, the City agrees to pay the Consultant the sum of between \$75 and \$120 per hour as determined by the YJI Director, not to exceed \$2,400/month without approval by the YJI Director and the City.
- B. The Consultant shall invoice the City monthly for services 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 final services report.
- C. In consideration of said payments, the Consultant agrees to perform all services and to carry out the provisions of the Contract in a good and workmanlike manner to the satisfaction of the City.

3. **INSURANCE.**

- A. The Consultant shall provide evidence of automobile liability coverage in the limits of at least \$300,000 bodily injury and property damage combined.
- B. The Consultant shall provide evidence of errors and omissions 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 errors and omissions of the Consultant. The evidence shall also state 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.

4. **TERM OF CONTRACT.** The term of this agreement shall commence on 1st day of September, 2019, and shall be completed on or before the 30th day of June, 2020, unless terminated pursuant to the terms of this agreement. This agreement may be renewed for additional one (1) year terms incorporating the provisions set forth in 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:

City of West Des Moines
Attn: Chris Scott, Police Chief
250 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

FOR THE CONSULTANT:

Claudia Henning
4705 Aspen Drive
West Des Moines, IA, 50265

6. 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.
7. INDEPENDENT CONSULTANT. Consultant understands and agrees that he/she is not a City employee. Consultant shall be solely responsible for payment of any taxes which become due as a result of the performance of these services, whether it be of a direct or indirect nature. It is expressly understood and agreed that Consultant shall not be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
8. NON-DISCRIMINATION. Consultant will not discriminate against any program participant because of race, color, sex, national origin, religion, age, handicap, or veteran status.
9. 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 in whole or in part from the services performed under this agreement, a breach of this agreement, or any omission or negligence arising out of performance or nonperformance of this agreement, and those of its sub-consultants or anyone for whom Consultant is legally liable.
10. 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.
11. CONTRACT 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 contract. The laws of the State of Iowa shall govern this agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the agreement shall be of no effect and shall not be

binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for Polk County, Iowa.

12. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT. Consultant certifies that Consultant has complied with the United States Immigration and Control Act of 1986.

13. SUSPENSION AND TERMINATION OF AGREEMENT.

A. The right is reserved by the City to suspend this agreement at any time. Such suspension may be affected by the City giving written notice of the reasons for the suspension to the Consultant and shall be effective as of the date established in the suspension notice. Payment for the 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 one (1) year after such suspension, unless this period is extended by written consent of the Consultant.

B. In the event of a 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.

C. 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, including but not limited to a change in funding for the YJI Program. The City may also terminate this agreement at any time if it is found that the Consultant has violated any term or condition of this agreement, or that Consultant has failed to maintain insurance provided for in this 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.

D. In the event that this agreement is terminated in accordance with 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 Consultant had the agreement not been terminated and work completed in accordance with contract documents.

14. 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.

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

16. 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

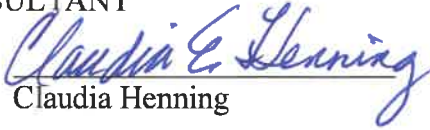
may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

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

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

CONSULTANT

By:


Claudia Henning

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

ATTACHMENT A

Consultant will assist the YJI Director regarding historic and ongoing YJI activities. As assigned by the Director, she will:

1. Consult with the YJI Team.
2. Participate in strategic planning.
3. Instruct, evaluate and compose YJI documents and reports.
4. Coordinate YJI cases.
5. Facilitate and co-facilitate meetings and justice Circles.
6. Assist in orientation of employees.
7. Serve as acting Director in Director's absence.
8. Represent YJI Director in the Community.
9. Other activities as assigned by the Director and agreed to by the Consultant.

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

**ITEM: Professional Lobbying Services
Engagement Letter with Davis Brown**

DATE: October 7, 2019

FINANCIAL IMPACT: \$43,200 Annually, one year contract

100.600.610.5250.435 Contractual Services Lobbyist

BACKGROUND:

For many years the City of West Des Moines has used the services of a professional lobbyist services. Two years ago, following an RFP selection, we began a two-year contract with Davis Brown Law Firm. We would like to extend this contract by one year. Over the last two years Davis Brown has been very successful for the City of West Des Moines and our residents, protecting our resident's ability to vote locally on sales tax elections, supported Supplemental Reimbursement for Medicaid funded Ground Transportation which allows WDM EMS transporting Medicaid patients to access supplemental reimbursements from CMS. We supported Healthcare for fallen officers and firefighters as well as the Governor's Future Ready Iowa initiatives.

Following the 2019 elections, we may seek another RFP or renew for additional terms, depending on the outcome of elections.

OUTSTANDING ISSUES (if any):

RECOMMENDATION:

Approval of a one-year contract with Davis Brown Law Firm for lobbying services.

Lead Staff Member: Jamie Letzring

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	Sept 18, 2019		
Recommendation	Yes	No	



REPLY TO DES MOINES OFFICE

September 23, 2019

Jamie Letzring, Deputy City Manager
City of West Des Moines, Iowa
4200 Mills Civic Parkway, Suite 1A
West Des Moines, IA 50265

Re: Engagement of Davis Brown Law Firm

Dear Jamie:

This engagement letter ("Letter") outlines the services that the law firm of Davis, Brown, Koehn, Shors & Roberts, P.C. (the "Firm") and independent legal counsel Julie Smith propose to provide as lobbyists for the City of West Des Moines, Iowa (the "Client") and confirms that the Firm and Julie Smith are engaged by the Client to provide the services outlined below, on the terms described in this Letter. The purpose of this Letter is to explain our engagement as counsel and to provide the Client with certain information concerning our fees, billing and collection policies, and other terms and conditions that will govern our relationship.

The Firm is engaged to provide lobbying services. The scope of services includes:

- Identifying legislation of interest to or affecting the Client;
- Day-to-day monitoring/tracking of legislation of interest to or affecting the Client;
- Lobbying in favor of legislation benefiting the Client or against legislation detrimental to the Client;
- Monitoring of State agency proposals, including legislation and rulemaking affecting or potentially affecting the Client;
- Providing reports on a regular basis on issues of interest to or affecting the Client;
- Providing immediate reports on any legislation with a direct impact on the Client;
- Assisting the client in organizing advocacy efforts as needed;
- Attending meetings of subcommittees and committees to monitor legislation of interest to or affecting the Client;
- Working with Client, specific State agencies, and key legislators on new initiatives and funding sources;
- Assistance with Iowa's Congressional delegation and advocacy efforts at the federal level.

#3109260

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

PHONE 515.288.2500
FIRM FAX 515.243.0654
WWW.DAVISBROWNLAW.COM

THE DAVIS BROWN TOWER, 215 10TH ST., STE. 1300, DES MOINES, IA 50309
THE HIGHLAND BUILDING, 4201 WESTOWN PKWY., STE. 300, WEST DES MOINES, IA 50266
THE AMES OFFICE, 2605 NORTHRIDGE PKWY., AMES, IA 50010

September 23, 2019

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I will be your principal contact with the Firm on the Matter. Should a question arise, please feel free to call me at any time. If I am not available, please feel free to contact my assistant, Kim Tobin, at (515) 246-7872.

We may wish to communicate with you by email or by cell phone regarding this representation. The Iowa State Bar Association requires us to remind you that we cannot assure the confidentiality of our electronic messages and to obtain your permission before we communicate as such. Your signature on the enclosed consent will be your permission for us to communicate with you by email and cell phone, unless you notify us in writing (or by email) to the contrary. You may do so at any time.

Fees. The term of our representation is two years, beginning January 1, 2020 and running until December 31, 2021. Our fee for this Matter will be a flat fee of \$43,200 per year, to be billed \$21,600 on January 1, and \$21,600 on June 1, of each year. If the scope of the Matter expands or if you ask us to work on special projects in addition to the Matter, we reserve the right to propose additional fees.

Costs and Expenses. The Firm's bills to the Client will include charges for various extraordinary costs and expenses incurred on the Client's behalf. Costs may be incurred in-house by the Firm and include, but are not limited to, travel expenses.

Costs will be charged under the Firm's standard practices for assessing and charging costs to its Clients. Expenses will be passed through to the Client at actual cost. Whenever practical, the Firm will not commit to a major cost or expense item without first discussing it with the Client.

Billing. The Firm will send its bills to the Client as outlined above. Those bills are due and payable within thirty (30) days from their date. The Firm will provide in its bills a general description of the services performed, the fee charged relating thereto, and the costs and expenses incurred. A bill will not typically identify the actual individuals involved in rendering services, unless that is specifically requested. The Client will promptly raise and address with the Firm any questions that may arise with respect to the Firm's billing.

The Firm invites the Client to discuss freely with the Firm any questions Client may have concerning the fees that are charged. The Firm desires the Client to be satisfied with both the quality of services and the reasonableness of the fees charged for those services. The Firm will attempt to provide as much billing information as Client requires, and is willing to discuss any of the various billing formats available that best suit Client's needs.

General Responsibilities. We ask that you cooperate fully and candidly with the Firm and provide all information now or hereafter known by or available to you, which may aid the Firm in representing you. In the event you perceive any actual or possible disagreements with the Firm or the Firm's handling of this project, we ask that you promptly and candidly discuss the problem with the Firm. The Firm agrees to keep you informed of developments as necessary to perform its services, and will consult with you as necessary to ensure timely, effective, and

September 23, 2019

Page 3

efficient completion of the representation. The Firm encourages you to participate in all major decisions involving the Matter.

Conflicts. As a relatively large law firm, the Firm represents many other entities and individuals. It is possible that some of the Firm's present or future Clients will have disputes with the Client during this engagement. Therefore, as a condition to the Firm's undertaking this engagement, the Client agrees that the Firm may continue to represent, or may undertake in the future to represent, existing or new Clients in any matter that is not substantially related to the Matter, to the extent consistent with the Iowa Rules of Professional Conduct for Lawyers. The Client's prospective consent to any such conflicting representation shall not apply in any instance where, as the result of the Firm's representation of the Client, the Firm has obtained sensitive, proprietary, or other confidential information that, if known to any such other Client of the Firm, could be used in any such other matter by such Client to the material disadvantage of the Client.

Termination. This Letter shall be interpreted and enforced in accordance with the laws of the State of Iowa. The Firm's services shall be governed by the Iowa Rules of Professional Conduct for Lawyers, without regard to where the services are actually performed. The Firm reserves the right to withdraw from the engagement if the Client fails to honor this Letter or for any other reason permitted by the Iowa Rules of Professional Conduct for Lawyers. The Client reserves the right to terminate this engagement without cause. Notification of termination or withdrawal shall be made in writing and shall be effective upon receipt. In the event of such termination or withdrawal, the Client shall promptly pay the Firm all fees, costs, and expenses incurred prior to the date of termination or withdrawal. Upon termination or withdrawal of this engagement, the Firm agrees to cooperate with any successor counsel to accommodate a smooth and orderly transition of the representation.

Subsequent Matters. In the event that the Client engages the Firm to handle subsequent or additional matters, then unless otherwise agreed in writing between the Firm and the Client, those subsequent or additional matters shall be governed by the terms and conditions of this Letter, except that the amount described under Fee in this letter will not apply unless agreed to in writing between the Firm and the Client.

Integration. This Letter contains the entire agreement between the Client and the Firm regarding the Matter and the fees, costs, and expenses relative to the Matter. This Letter shall not be modified except by written agreement signed by the Firm and the Client. This engagement letter shall be binding upon the Client and the Firm and their respective heirs, executors, legal representatives, and successors.

September 23, 2019

Page 4

Please sign a copy of this letter in the space provided and return it promptly to the Firm. We appreciate the opportunity to work with you in connection with this matter, and look forward to a mutually satisfactory relationship.

Sincerely,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.



Timothy R. Coonan

The terms and conditions expressed in the foregoing Letter are agreed to and accepted.

Dated: _____, 2019

City of West Des Moines, Iowa

By: _____
Tom Hadden, City Manager

By: _____
Jamie Letzring, Deputy City Manager

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

ITEM: Purchase of Ice Resurfacer

DATE: Oct 7, 2019

FINANCIAL IMPACT: \$80,000, delivered

Budget code: 692.400.700.5400.750 – Equipment Miscellaneous

BACKGROUND:

The City of West Des Moines has an opportunity to purchase a quality used ice resurfacer for our Midamerican RecPlex. This product will be delivered from Arena Warehouse in Alexandria, MN. It meets recommended specifications according to our architect firm and ice management associates.

Per our Purchasing Policy, Section 4: Award for Good Cause: "a contract may be awarded for a supply, service, or public improvement item without competition when, under procedures promulgated by the City Manager it is determined in writing that there is good cause to purchase the required supply, service, or public improvement item from a particular vendor"

OUTSTANDING ISSUES (if any):

RECOMMENDATION: Approve purchase of used Ice Resurfacer for Midamerican RecPlex.

Lead Staff Member: Tom Hadden

STAFF REVIEWS

Department Director	<i>TH</i>	
Appropriations/Finance		
Legal		
Agenda Acceptance	<i>KA</i>	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee		
Date Reviewed		
Recommendation	Yes	No

Arena Warehouse

Jeff Horstman

1661 Donway Court NE

Alexandria, MN 56308

320-815-2369

jeff@arenawarehouse.com

Zamboni Battery Powered Ice Resurfacers (552 or similar)

- 2002 or Newer (Serial Number >7500)
- Charger – 90% + High Efficiency, No Maintenance
- Wash Water System
- Less than 5,000 Hours (Traction)

Complete Overhaul of Unit Including:

- Paint – Full Panel Removal – Paint to Colour Choice of Purchaser
- All New Battery Bank
- Conditioner
- Vertical and Horizontal Auger
- Drive, Steering Assembly and Chassis
- Electrical – All Like New/Working Order
- Drive Motor – Brushes at least 80% of New
- Pump Motors
- Tires – New or at Least 90% (Tread and Stud)
- Hoses, Water Feed Links, Chains, Belts

Extra Parts

3 – Blades, new

2 – Wash Water towels

1 – Extra Wash Water Impeller

Freight

- Freight to West Des Moines, Iowa (50625)

SECTION 4 – AWARD FOR GOOD CAUSE AND EMERGENCY PROCUREMENT

Award for Good Cause – a contract may be awarded for a supply, service, or public improvement item without competition when, under procedures promulgated by the City Manager it is determined in writing that there is good cause to purchase the required supply, service, or public improvement item from a particular vendor.

Emergency Procurements – Notwithstanding any other provision of this resolution, the City Manager, or designee, may make or authorize others to make emergency procurement in any amount, when there exists a threat to public health, welfare, or safety under emergency conditions as defined in procedures promulgated by the City Manager ("Extenuating Circumstances"); provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Contents of Record – The Finance Department shall maintain a record of all Awards for Good Cause and Emergency Procurement transactions. The records shall contain:

- (a) each contractor's name;
- (b) the amount and type of each contract;
- (c) a listing of the supplies, services, or construction procured under each contract; and
- (d) the person authorizing the transaction.

SECTION 5 – COMPETITIVE INFORMAL BIDDING

Except as otherwise provided by procedures promulgated by the City Manager, all purchases for less than \$10,000 may be awarded by means of informal competitive bidding. All informal competitive bidding purchases in excess of \$1,000 shall, wherever possible, be based on at least three competitive written quotes, and shall be awarded to the lowest responsible bidder in accordance with the standards set forth in the previous section ("Award of Contract"). Purchases expected to exceed \$250 but be less than \$1,000, may be solicited by means of three verbal or phone quotes. All informal competitive bids shall be obtained by the Department Director or designee by mail or telephone and the Department shall forward to the Finance Department original documents prescribed by the City Manager on all such transactions, and such records shall be open to the public for inspection.

SECTION 6 – PETTY CASH AND DISCRETIONARY PURCHASES

Under procedures promulgated by the City Manager, purchases for less than \$50 may be obtained by means of petty cash when circumstances warrant such a purchase.

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

DATE: October 7, 2019

ITEM: Motion – Approval of Agreement – Real Estate Donation Agreement, Whisper Ridge

FINANCIAL IMPACT: None

BACKGROUND: The attached agreement between the City of West Des Moines and Whisper Ridge Development includes the deeding of a portion of an Outlot to the City for a future trail. Outlot 'W' in Whisper Ridge Plat 2 is utilized for stormwater detention for the Whisper Ridge development, and owned by the Whisper Ridge Two Owners Association, Inc. (still under management of original developer, William Lowry). This Outlot is immediately north of a new neighborhood park (Whisper Point Park) currently under construction, and east of a future greenway and trail along Fox Creek. As staff worked through the planning and design for the park and future greenway trail, it was found that a segment of the trail would work best if located on a portion of this Outlot. Staff approached Mr. Lowry about obtaining an easement within this Outlot for the location of a future trail. Mr. Lowry offered this portion of the Outlot in fee title to the City with the following conditions:

1. City to provide a 6 foot wide maintenance access to the remainder of the Outlot.
2. City to install a fence along any trail installed adjacent to the Outlot.
3. City to provide a perpetual access and stormwater easement to provide service to the remaining Outlot.



Staff presented this agreement at the 9/9/19 Public Services Council Committee and the committee recommended staff move forward with the agreement.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Agreement.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services CC
Date Reviewed	September 9, 2019
Recommendation	Yes



VICINITY MAP

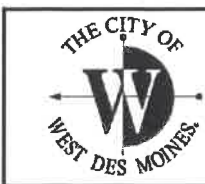


LEGEND

 Park & Greenway



0 150 300 Feet



PROJECT:	REAL ESTATE DONATION AGREEMENT		
LOCATION:	ABRAM DR & 91ST STREET		
DRAWN BY: MAA	DATE: 10/3/2019	PROJECT NO.:	SHT. 1 of 1

REAL ESTATE DONATION AGREEMENT

This Real Estate Gifting Agreement (“Agreement”) is made and entered into by **WHISPER RIDGE TWO OWNERS ASSOCIATION, INC.**, an Iowa company, (hereinafter referred to as “DONOR”), and the **CITY OF WEST DES MOINES, IOWA**, an Iowa municipal corporation (“CITY”), as of the date of the last signature set forth below (“Effective Date”).

The DONOR hereby desires to gift to CITY and CITY desires to accept from DONOR, for the purpose of park land for public use, the real property (“Property”) situated in the City of West Des Moines, Dallas County, Iowa, legally described as:

See “Acquisition Plat”

and as further depicted on the attached “Outlot Exchange Exhibit” incorporated herein by this reference, together with any easements and appurtenant servient estates and subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. Unless otherwise provided in this Agreement, any outstanding property taxes attributable to the period of DONOR’S ownership of the Property and any outstanding taxes from prior years shall be the responsibility of the DONOR. The DONOR shall pay all special assessments on the Property which have been certified to the county treasurer for collection prior to Closing Date.
- B. CITY shall pay all subsequent real estate taxes to the extent required by law.

2. **LIABILITY.** DONOR shall bear the risk of all liability for property damage or bodily injury occurring with respect to the Property during DONOR’S possession of the Property and prior to closing or possession, whichever first occurs. In the event a suit for liability with respect to the Property is filed prior to closing, or in the event DONOR is notified or otherwise learns of an incident giving rise to a suit for liability at any time prior to closing, this Agreement shall, subject to CITY’S discretion, be declared null and void.

3. **POSSESSION AND CLOSING.** If CITY timely performs all obligations, possession of the Property shall be delivered to CITY upon closing, and any adjustments of rent, insurance, interest and all charges attributable to DONOR’S possession, if any, shall be made as of the date of closing. Closing shall occur after approval of title by CITY and vacation of the Property by DONOR, but no later than _____, 20__ unless otherwise mutually agreed by the parties. This transaction shall be considered closed upon the filing of the title transfer documents by CITY.

4. **CONDITION OF PROPERTY.** The Property, as of the date of this Agreement, will

be preserved by DONOR in its present condition until possession. Except as otherwise provided in this Agreement, DONOR makes no warranties, expressed or implied, as to the condition of the property.

5. **ABSTRACT AND TITLE.** CITY may obtain an abstract of title at its expense. The abstract shall show marketable title in DONOR in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. DONOR shall make every reasonable effort to promptly perfect title. If closing is delayed due to DONOR'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days' written notice to the other party.

6. **ENVIRONMENTAL MATTERS.**

- A. DONOR warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, not identified in the Phase I Environmental Site Assessment completed in April 2006 by Stanley Consultants, Inc, and DONOR has done nothing to contaminate the Property with hazardous wastes or substances. DONOR warrants the Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks. At or prior to closing DONOR shall also provide CITY with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by DONOR and attached hereto and incorporated herein by this reference.

- B. CITY may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, CITY'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to CITY. However, in the event DONOR is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, DONOR shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by CITY. Unless otherwise mutually agreed by the parties, the expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by DONOR, subject to DONOR'S right to cancel this transaction as provided above.

7. **DEED.** Upon satisfaction of all obligations and contingences required pursuant to this Agreement, DONOR shall convey the Property to CITY by Warranty Deed, free and clear of

all liens, restrictions, and encumbrances, except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the Deed excepting liens and encumbrances suffered or permitted by CITY.

8. **STATEMENT AS TO LIENS.** DONOR shall be and is responsible for satisfying any and all liens upon the Property, including any mortgage(s) at or prior to closing. CITY shall not be required to complete acceptance of the Property, as otherwise contemplated by this Agreement, absent the satisfaction of such liens.

9. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the following addresses:

Whisper Ridge Two Owners Association, Inc.
Attn: William K. Lowry, President
36539 Meadowbrook Circle
Cumming, IA 50061

City of West Des Moines
Attn: City Clerk
4200 Mills Civic Pkwy, P.O. Box 65320
West Des Moines, IA 50265

10. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by DONOR and CITY. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. 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.

11. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

12. **CERTIFICATION.** CITY and DONOR each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

13. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. DONOR represents and warrants to CITY that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

14. MISCELLANEOUS. The City agrees to the following items as shown and noted on attached "Outlot Exchange Exhibit":

- A. The City agrees to provide a graded 6' wide bench area and +/- 3' high rip rap retaining wall to provide maintenance access to the remaining storm water detention outlot.
- B. The City agrees to install and maintain a protective rail/fence along any trail(s) adjacent to the conveyed Property. The fence shall be a black metal fence substantially similar in height and design to the existing fence at 170 91st Street, WDM, IA. The fence along the east side of the Property will be installed immediately after the completion of concrete trail install, grading, matting and seeding of the Property. The fence along the south side of the Property will be installed following the installation of future trail in that area.
- C. The City agrees to provide a perpetual Access Easement and Stormwater Detention Easement to the benefit of the Donor for the purpose of access, maintenance and temporary stormwater storage on the property retained by Donor.
- D. The City agrees that the remaining detention area on Outlot "W" of Whisper Ridge Plat 2, which is adjacent to Parcel 19-76 on the Acquisition Plat (the Property), has been certified by Civil Design Advantage confirming as-built it is in accordance with the approved Storm Water Maintenance Facility Agreement before Parcel 19-76 is conveyed to City. The City (or City's consultant) will confirm in writing to Donor that the detention area is in full compliance with City Ordinances, rules and regulations for use after conveyance of Parcel 19-76.

15. COUNCIL APPROVAL. This Agreement shall be of no force or effect whatsoever unless and until approved by the City Council of the City of West Des Moines, Iowa.

16. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as PDF or a similar format. CITY and DONOR agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

17. EXECUTION. When and if executed by both DONOR and CITY, this Agreement shall become a binding contract.

WHISPER RIDGE TWO OWNERS ASSOCIATION, INC.,
an Iowa limited liability company

Dated this ____ day of _____, 2019.

By: _____
William K. Lowry, President

STATE OF IOWA)
) ss
COUNTY OF POLK)

This record was acknowledged before me on _____, 2019 by William K. Lowry, as president of Whisper Ridge Two Owners Association, Inc., an Iowa company.

Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA
an Iowa municipal corporation

By: _____
Steven K. Gaer, Mayor

ATTEST:

By: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

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

Notary Public in and for the State of Iowa

INDEX LEGEND

LOCATION: OUTLOT 'W', WHISPER RIDGE PLAT 2, WEST DES MOINES
 REQUESTOR: WHISPER RIDGE TWO OWNERS ASSOCIATION INC
 PROPRIETOR: WHISPER RIDGE TWO OWNERS ASSOCIATION INC
 711 S GILBERT
 IOWA CITY IA 52240
 SURVEYOR: MICHAEL A. BROONER
 COMPANY: CIVIL DESIGN ADVANTAGE
 PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
 3405 SE CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PH: 515-369-4400

AREA SUMMARY

0.61 ACRES (26,453 S.F.)

ACQUISITION PLAT

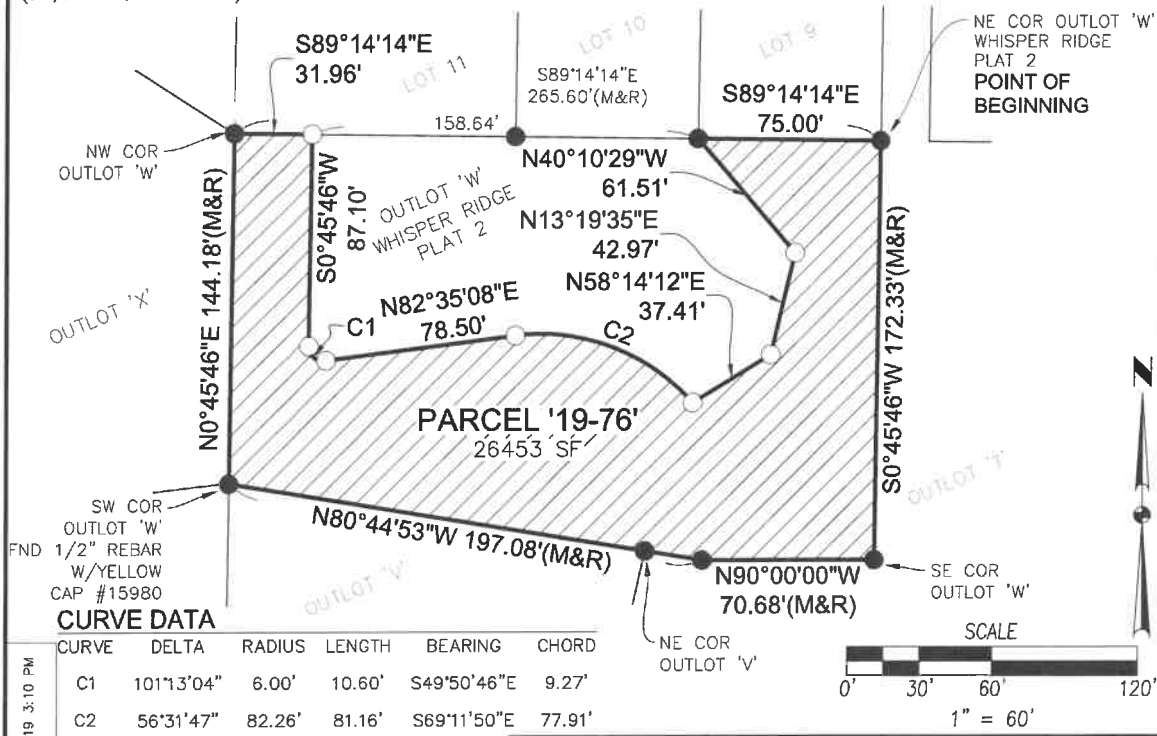
DATE OF SURVEY

AUGUST 6, 2019

LEGAL DESCRIPTION

A PART OF OUTLOT 'W', WHISPER RIDGE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 'W'; THENCE SOUTH 00°45'46" WEST ALONG THE EAST LINE OF SAID OUTLOT 'W', 172.33 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 'W'; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'W', 70.68 FEET; THENCE NORTH 80°44'53" WEST CONTINUING ALONG SAID SOUTH LINE, 197.08 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'W'; THENCE NORTH 00°45'46" EAST ALONG THE WEST LINE OF SAID OUTLOT 'W', 144.18 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'W'; THENCE SOUTH 89°14'14" EAST ALONG THE NORTH LINE OF SAID OUTLOT 'W', 31.96 FEET; THENCE SOUTH 00°45'46" WEST, 87.10 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 6.00 FEET, WHOSE ARC LENGTH IS 10.60 FEET AND WHOSE CHORD BEARS SOUTH 49°50'46" EAST, 9.27 FEET; THENCE NORTH 82°35'08" EAST, 78.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 82.26 FEET, WHOSE ARC LENGTH IS 81.16 FEET AND WHOSE CHORD BEARS SOUTH 69°11'50" EAST, 77.91 FEET; THENCE NORTH 58°14'12" EAST, 37.41 FEET; THENCE NORTH 13°19'35" EAST, 42.97 FEET; THENCE NORTH 40°10'29" WEST, 61.51 FEET TO SAID NORTH LINE; THENCE SOUTH 89°14'14" EAST ALONG SAID NORTH LINE, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.61 ACRES (26,453 SQUARE FEET).



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	101°13'04"	6.00'	10.60'	S49°50'46"E	9.27'
C2	56°31'47"	82.26'	81.16'	S69°11'50"E	77.91'

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
1/2" REBAR, CAP #16747 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
SECTION LINE	---	



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

MICHAEL A. BROONER, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

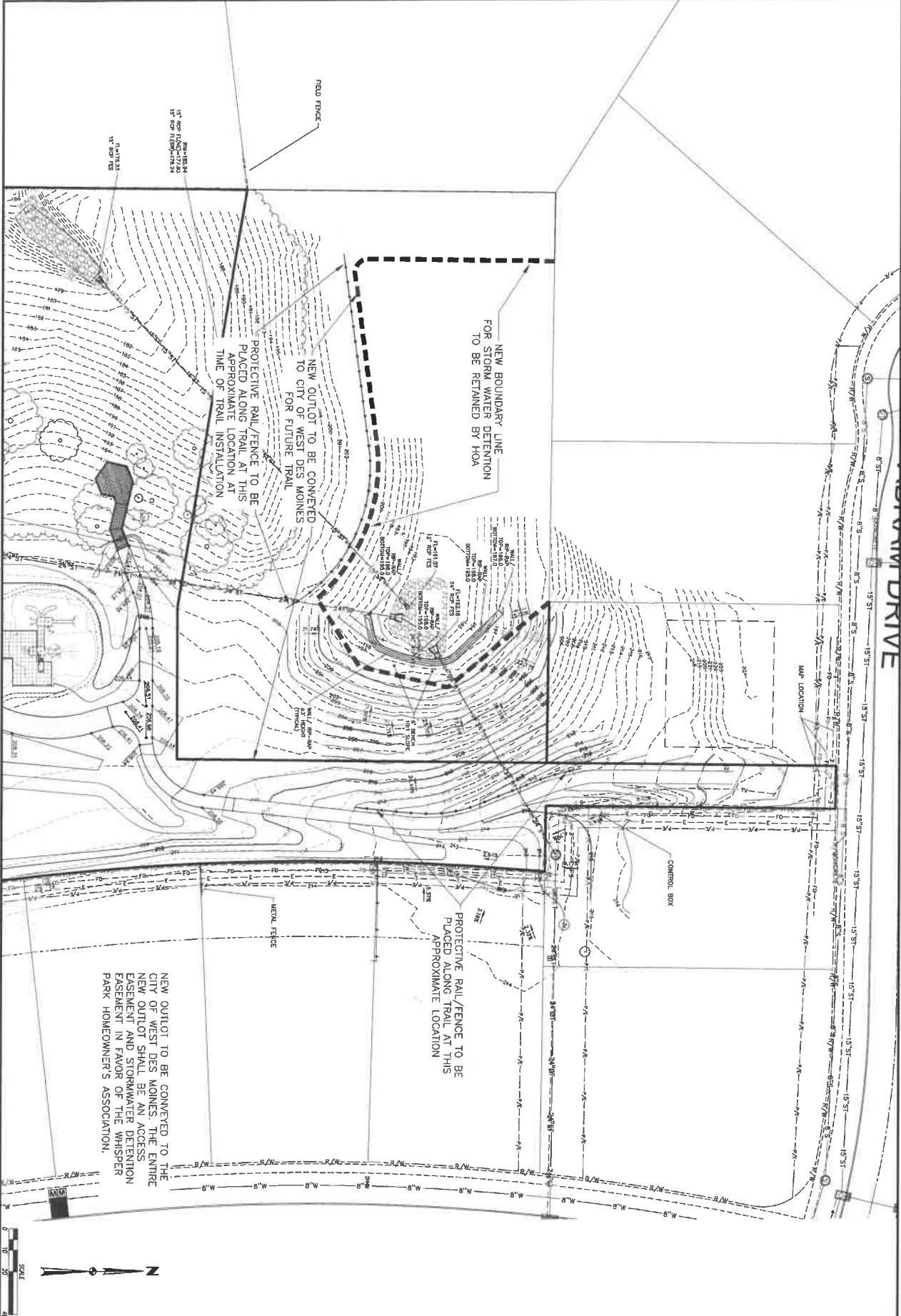
PT OUTLOT 'W' WHISPER RIDGE PLAT 2

REVISION:

PARCEL '19-76'



FILE: 19-019-1901019-ACQ-PLA.DWG
 DATE PLOTTED: 8/8/2019 3:10 PM
 PLOTTED BY: JOSH MACKIE



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

4(j)

DATE: October 7, 2019

ITEM:

Motion – Approving Change Order No. 1
Fiber Conduit Interconnect - Green Route
0510-017-2017

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$589,856.50	7/1/2019	
Change Order 1	\$135,415.00	Pending	
Total	\$725,271.50		

Cost for this change order items will be made from account no. 500.000.000.5250.490. The City is acting as the coordinating agency for the project. Microsoft is providing all funding and will reimburse the City as invoiced. These additional costs have been authorized by Microsoft.

BACKGROUND:

During design of the Green Route the City and Microsoft agreed upon use of buried couplers between conduit access locations required for pulling fiber optic cable. Subsequently Microsoft personnel have determined buried couplers are not acceptable for long-term operations. Change Order No. 1 includes 23 additional pull boxes to replace the buried coupler connections as well as additional construction staking at each pull box.

At the I-35 crossing the Iowa DOT has required no structures be located in the State right-of-way. Due to the configuration of the existing right-of-way, the result is approximately 1,700 of continuous boring. This length is beyond the practical limits of common directional boring equipment. Iowa DOT has agreed to allow intermediate excavations, outside the I-35 fence, so the contractor can split the run into three separate bores. Change Order No. 1 includes addition of a 3” casing conduit. The casing conduit will be spliced at each bore pit. An uninterrupted design conduit will be pulled through in order to meet Microsoft continuity requirements.

The completion date for this contract will be extended to November 21, 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:

- Motion Approving Change Order No. 1 for Fiber Conduit Interconnect Project – Green Route.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

ENGINEERING SERVICES
 4200 Mills Civic Parkway
 West Des Moines, IA 50265-0320
 (515) 222-3620 Fax (515) 273-0602

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contract X
 Other X (Microsoft)

Contractor:

Project Title	Fiber Conduit Inter-Connect Project (Green Route)	
WDM Project File Number	0610-017-2017	
Purchase Order Number	2020-00000049	
Orig. Contract Amount & Date	\$589,856.60	July 1, 2019
Change Order Number	1	
Date	September 30, 2019	

THE CONTRACT IS CHANGED AS FOLLOWS: Contract documents allow one conduit splice between structures. MS revised this requirement to eliminate all conduit splices. Estimated a total of 23 additional pull boxes needed to eliminate conduit splices. Any additional pull boxes (14 estimated) proposed by the contractor are deemed for facilitation of the work and will not be paid for. The 1-35 bore shall be accomplished via a 3" SDR 9 sleeve to eliminate splices in the 7-Way multi-duct, per the attached e-mails. Additional construction survey cost will be required to locate all additional pull boxes for the as-built documentation. 3 additional weeks are granted for this additional work.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
3	Pull Box (2.5'x4'x4'), Furnish and Install	EA	\$2,250.00	23.00	\$51,750.00
14	Construction Survey	LS	\$1,100.00	1.00	\$1,100.00
CO1.0	Conduit, 3" SDR 9, Directional Drilled	LF	\$49.00	1,685.00	\$82,565.00
					\$0.00
TOTAL					\$135,415.00

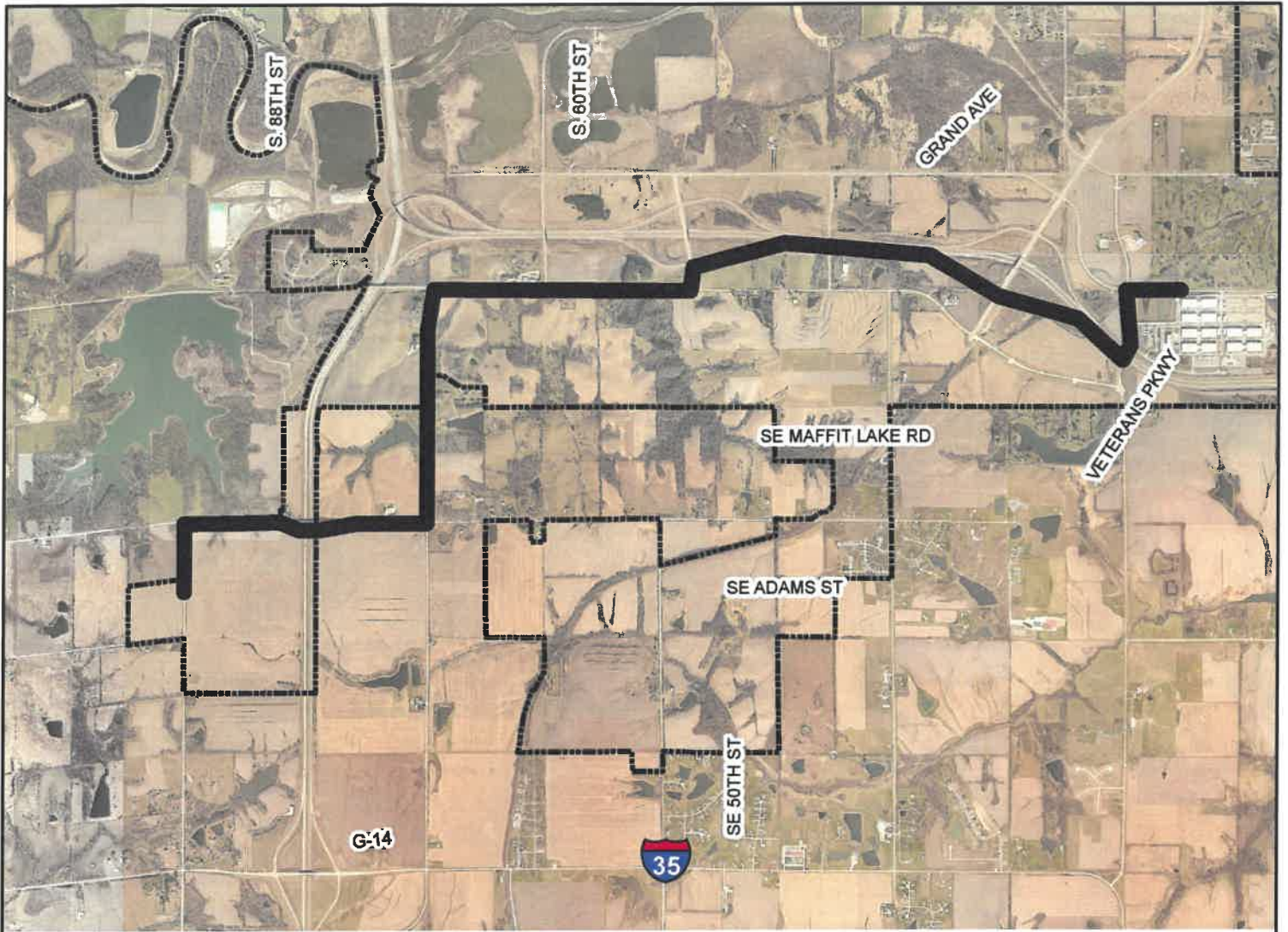
CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$589,856.50
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$589,856.50
The Contract Sum will be increased by this Change Order in the amount of	\$135,415.00
The new Contract Sum including this Change Order will be	\$726,271.60
Aggregate Change Order as a percent of Original Contract (if the aggregate is \$10,000, or greater than 5% of the original contract, whichever is greater, all signatures through the full Council are required)	22.96%
The Contract Time will be changed by	21 Days
The date of Final Completion as of the date of this Change Order therefore is	November 21, 2019

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (If applicable) AND OWNER

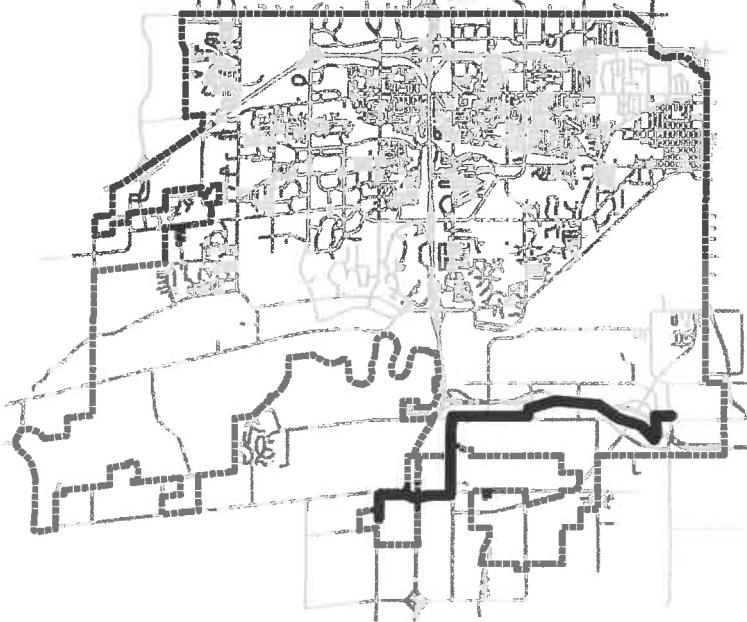
Contractor:	Recommended By:	Checked By:
Signature: <i>[Handwritten Signature]</i>	Civil Design Advantage	City of West Des Moines
Name: <i>Damen Kriener</i>	Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Title: <i>Project Manager</i>	Name: Gary L. Reed, P.E.	Name: Brian Hemeseth, P.E.
Date: <i>10/2/19</i>	Title: <i>PROJECT MANAGER</i>	Title: City Engineer
	Date: <i>10-2-2019</i>	Date: <i>10.2.19</i>

Owner: City of West Des Moines

<input type="checkbox"/> ≤	\$2,500 Department Director	X _____	Date _____
<input type="checkbox"/>	\$2,501 to 5,000 City Manager	X _____	Date _____
<input type="checkbox"/>	\$5001 to 10,000 PW Council Committee scheduled for agenda on _____	_____	Date _____
<input type="checkbox"/> >	\$10,000 City Council approved or ratified at Council meeting on _____	_____	Date _____



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Osmium Fiber Conduit

LOCATION:

Exhibit "A"

DRAWN BY: RLC

DATE: 5/24/2019

PROJECT NUMBER/NAME: 0510-017-2017

SHT. 1 of 1

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

ITEM: Resolution –
Approval of Updated Bond Disclosure Policy

DATE: October 7, 2019

FINANCIAL IMPACT: None.

BACKGROUND: On October 3, 2016, the City Council first adopted a Bond Disclosure Policy. At that time, in light of a Security Exchange Commission (SEC) directive towards the City and in order to formalize current city practices and industry best practices, staff worked closely with Bond Counsel at the time (Ahlers Law). The policy has served as a framework which has helped ensure continuing compliance.

The SEC recently added two more conditions to its existing list of material items requiring disclosure. This requires an amendment to the City's policy. In addition, since adopting the policy in 2016 the City switched Bond Counsel from Ahlers to Dorsey, and staff has discussed the current policy with Dorsey. Their staff suggests a re-write to make this policy appear consistent with those of other Dorsey clients. This will facilitate their ability to review items in the future.


This action will supersede the previous policy. A copy if the updated policy is attached with this communication.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the resolution and adopt the Updated Bond Disclosure Policy, effective immediately.

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 Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure

WHEREAS, pursuant to the laws of the State of Iowa, the City of West Des Moines, Iowa (the "City") has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the "Bonds"); and

WHEREAS, the City has previously adopted Policies and Procedures Regarding Municipal Securities Disclosure (the "Original Disclosure Policy") to be followed in connection with the issuance and on-going administration of publicly offered Bonds; and

WHEREAS, as a result of certain changes in federal law pursuant to SEC Rule 15c2-12, the City deems it necessary and desirable to amend and restate the Original Disclosure Policy; and

WHEREAS, the proposed Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the "Disclosure Policies and Procedures");

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 7, 2019.

Mayor

Attest:

City Clerk

CITY OF WEST DES MOINES, IOWA

AMENDED AND RESTATED POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE

As an issuer of municipal securities (bonds and/or notes, referred to herein as “Bonds”), the City of West Des Moines, Iowa (the “Issuer”) has adopted the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to complying with (1) the disclosure document (often referred to as the “official statement”) for publicly-offered bond transactions and (2) ongoing continuing disclosures associated with outstanding contractual obligations resulting from bond issues (also known as “continuing disclosure”). This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities. It should be noted, however, issuers of municipal securities are primarily responsible for the content of their disclosure documents including on-going compliance with respect to continuing disclosure.

This Disclosure Policy includes the following elements: (1) disclosure training for officials responsible for producing, reviewing and approving disclosure; (2) establishment of procedures for review of relevant disclosure, and (3) ensuring that any procedures established are followed.

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and elected officials, and professionals working on the bond transaction. *Government employees and elected officials can be, and have been, held personally liable with respect to securities laws violations related to the issuance of Bonds.* Issuer’s and members of the governing body can mitigate risks related to SEC enforcement by relying on professionals such as disclosure counsel. Issuer’s may also seek affirmative assurances of compliance with the receipt of a legal opinion from disclosure counsel.

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue. The official statement will be used to market and sell the Issuer’s bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters to comply with SEC Rule 15c2-12, as amended (the “Rule”). As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the document to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

Accordingly, this Disclosure Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new (“primary”) bond issues; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

1. Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with the issuance of its publicly-offered Bonds (Bonds sold via the public market, through a broker-dealer known as an “underwriter”), the Issuer will prepare (or cause its hired professionals to prepare) a disclosure document commonly known as an “official statement.” The official statement is the document that describes the issuance of the Bonds to the marketplace and as such, *under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.*

To ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in Appendix I hereto.

2. Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer has agreed to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org). The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with consultation with disclosure counsel.

To ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in Appendix II hereto.

3. Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both staff and members of the governing body is essential to successful compliance with the Issuer’s disclosure obligations. The training noted below may be accomplished by various methods, including in-person webinars or other electronic means, or through review of written materials. Accordingly, the Issuer has implemented the following training procedures which may be implemented with the assistance of disclosure counsel to the Issuer:

A. *Annual Training.* The Finance Director is responsible for scheduling annual training of Issuer employees regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include a complete review of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and a complete overview of the Issuer’s obligations under the federal securities laws. Not later than 90 days after the end of each fiscal year, the Finance Director shall provide written certification to the City Council that the annual disclosure training has been completed.

B. *Specific Training.* When appropriate, the Finance Director shall conduct (or cause to be conducted) training with individuals on those persons’ specific roles and responsibilities in the disclosure and financial reporting process.

C. *Governing Body Training.* Not less than once every two years, the City Council shall schedule a training session for the Issuer's governing body on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws.

Appendix I

Written Procedures for Preparing Official Statements

1. At the commencement of a financing, Finance Director shall develop or cause the City Manager, the City Attorney and the City Clerk (its "Finance Team") to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the Finance Team.
2. The Finance Director shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and engage legal and financial professionals, as necessary and appropriate.
3. The Finance Director shall be responsible for developing a program for coordinating staff review of the disclosure information, as necessary, and obtaining formal sign-off from staff on the disclosure documents.
4. The Finance Director shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five-year period is disclosed in the official statement by reviewing compliance with all outstanding continuing disclosure agreements, reviewing continuing disclosure review documentation prepared by independent parties and contacting disclosure counsel to discuss any questions or concerns.
5. The Issuer's governing body shall be given not less than 5 BUSINESS days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Elected representatives on the governing body shall be directed to contact the Finance Director during the review period to discuss potential issues, concerns or comments on the official statement.

Appendix II

Written Procedures Re: Continuing Disclosure

1. The Finance Director shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.

2. Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with disclosure counsel, the underwriter and municipal advisor, if any, to ensure a full understanding of issuer obligations.

3. The Finance Director shall have the primary responsibility to confer with the City Manager, City Attorney and City Clerk bi-weekly following each governing body meeting to monitor compliance with respect to "material events" as defined in the Rule.

The Finance Director shall be responsible for (i) determining whether any of the following "material events" has taken place (questions regarding their interpretation shall be directed to disclosure counsel), (ii) gathering information material to making that determination from other departments, and (iii) if a material event has occurred, discussing the same with disclosure counsel to determine the form of notice of material event and causing the filing of notice to be made on EMMA within ten (10) business days of the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes, including rating upgrades and downgrades;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other

- similar terms of a financial obligation* of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel.

*“Financial obligation” is to mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii).

4. The Finance Director shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer’s finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The Finance Director shall work together to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.

5. The Finance Director shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates [see attached table format, Part I, for tracking this information (the “Disclosure Table”)].

6. The Finance Director shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.

7. The Finance Director shall document and track the required information to be filed, including dates such information is filed [see attached Disclosure Table, Part II].

8. The Finance Director shall be responsible for registering for continuing disclosure filing email reminders from the “EMMA” website (<http://emma.msrb.org>).

9. At least 60 days prior to the earliest filing deadline listed on the Disclosure Table, the Finance Director shall begin the process of compiling necessary information required by the CDCs (and coordinate with outside professionals hired to compile this information, if applicable).

10. At least 30 days prior to each filing deadline, the Finance Director shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements, including review with disclosure counsel, if necessary.

11. At least 5 days prior to each filing deadline, the Finance Director shall file (or cause any Dissemination Agent to file) the necessary items on the EMMA website in a word-searchable PDF configured to be saved, printed, and retransmitted by electronic means. After filing, the Finance Director shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.

12. The Finance Director shall be the primary contact person for responding to inquiries from investors and for maintaining the investor relations portion of the Issuer’s website, if any.

13. The Finance Director shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer's legal and financial professionals.

14. The Finance Director is hereby authorized to contact the Issuer's disclosure counsel with any disclosure-related questions or concerns..

Form of Disclosure Table

**[IF DISCLOSURE COUNSEL CAN BE COMPLETED BASED ON CONTINUING
DISCLOSURE REVIEW MEMO]**

Part I – Master Tracking Table (list of deadlines for all bond issues)

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent?	CUSIP for Final Maturity	Deadline for Annual Report

Part II – Separate Table for Each Bond Issue (tracks details of filings for each issue)

[IF DISCLOSURE COUNSEL CAN ADD TABLE CONTENTS USING CONTINUING DISCLOSURE REVIEW MEMO]

[Name of Bonds][date of issue]	Reporting Periods [inset date info was filed on EMMA]					
Description of Financial Information / Operating Data to file on EMMA	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018
[audit]						
[list applicable tables in Official Statement]						
[unaudited financials, if audit not available by deadline]						
[other information]						

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

DATE: October 7, 2019

ITEM:

Resolution - Accepting Work
2018 HMA Resurfacing Program

FINANCIAL IMPACT:

The total construction cost for the 2018 HMA Resurfacing Program was \$2,140,450.71 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 \$2,100,274.90. There were six (6) Change Orders on the project that totaled \$40,175.81.

BACKGROUND:

Des Moines Asphalt & Paving was working under an agreement dated May 14, 2018 for construction services for the 2018 HMA Resurfacing Program. Work on this project included Portland Cement Concrete (PCC) street repairs and hot mixed asphalt (HMA) overlays at various locations throughout the City of West Des Moines.

The 2018 HMA Resurfacing Program was completed in May of 2019 with all of the HMA work completed in 2018. There were a number of Premark pavement symbols that were installed that failed over the course of last Winter. In discussion w/ Ennis-Flint, manufacturer of the Premark pavement symbols, they have indicated that the installation method of the symbols had to be adjusted due to the use of 'H' binder in the HMA per the new IDOT mix design specifications that started in 2018. This was widespread throughout Iowa, Wisconsin and Minnesota and had to do with how the Premark pavement symbol bonds to the binder in the hot mix asphalt. Removal and replacement will be completed by utilizing a 2-part epoxy sealer between the HMA surface and the Premark pavement symbol per the manufacturer's recommendation. This will be completed on all 171 damaged or incomplete Premark pavement symbols/markings that were installed as part of the 2018 HMA Resurfacing Project. This work will be completed no later than July 31, 2020. Attached is a letter from Ennis-Flint stating that they will complete this work as described. Des Moines Asphalt will provide the standard 4-year maintenance bond to the City of West Des Moines from the date of final acceptance. If work is not completed by July 31, 2020 as promised, City Staff will seek involvement from the bonding company to complete the work.

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 HMA Resurfacing Program.

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

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
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	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
	Yes	No	Split
Date Reviewed			
Recommendation			

RESOLUTION ACCEPTING WORK

WHEREAS, on May 14, 2018, the City Council entered into a contract with Des Moines Asphalt & Paving of Des Moines, Iowa, for the following described public improvement:

**2018 HMA Resurfacing Program
Project No. 0510-003-2018**

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 October 7, 2019; and,

WHEREAS, the City has retained 1% 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 \$2,140,450.71 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$21,404.51, 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 **7th** day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



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

PAY REQUEST - RETAINAGE

City of
 West Des Moines

Contractor: **OMG Midwest, Inc dba Des Moines Asphalt & Paving**
2401 SE Tones Dr. Ste. 13
Ankeny, IA 50021

Project Title	2018 HMA Resurfacing Program	
WDM Project File Number	0510-003-2018	
Purchase Order Number	2018-00000265	
Orig. Contract Amount & Date	\$2,100,274.90	05/09/18
Estimated Completion Date	09/16/19	
Pay Period	05/03/19 - 09/16/19	
Pay Request Number	18	
Date	09/16/19	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	MANHOLE ADJUSTMENT, MINOR	EA	22	\$ 2,800.00	\$61,600.00	23.00	\$64,400.00
2	INTAKE ADJUSTMENT MINOR, CASTINGS, (1-1/2" RISERS)	EA	10	\$ 500.00	\$5,000.00	16.00	\$8,000.00
3	WATER VALVE BOX ADJUSTMENT	EA	10	\$ 110.00	\$1,100.00	9.00	\$990.00
4	WATER VALVE BOX ADJUSTMENT, RETRO TO SLIDE TYPE TOP REPLACEMENT	EA	1	\$ 1,425.00	\$1,425.00		\$0.00
5	4" SIDEWALK REPLACEMENT	SY	420	\$ 70.00	\$29,400.00	431.70	\$30,219.00
6	6" SIDEWALK REPLACEMENT	SY	349	\$ 90.00	\$31,410.00	354.00	\$31,860.00
7	6" DRIVEWAY REPLACEMENT	SY	37	\$ 90.00	\$3,330.00	70.00	\$6,300.00
8	PCC CURB AND GUTTER REPLACEMENT	LF	1039	\$ 70.00	\$72,730.00	1,193.50	\$83,545.00
9	DETECTABLE WARNINGS	SF	627	\$ 53.00	\$33,231.00	627.00	\$33,231.00
10	FULL DEPTH PATCHES, M-4 MIX, 9", PCC	SY	2747	\$ 112.00	\$307,664.00	3,149.80	\$352,777.80
11	FULL DEPTH PATCHES, 9", 5 HOUR MIX	SY	716	\$ 148.00	\$105,968.00	452.00	\$66,896.00
12	FULL DEPTH PATCHES, HMA	SY	185	\$ 116.00	\$21,460.00	188.00	\$21,808.00
13	PARTIAL DEPTH PATCHES, HMA	SF	50	\$ 40.00	\$2,000.00	50.00	\$2,000.00
14	SURFACE MILLING	SY	48614	\$ 3.00	\$145,842.00	48,830.00	\$146,490.00
15	CRACK CLEANING AND FILLING, EMULSION	LF	35322	\$ 1.75	\$61,813.50	35,490.00	\$62,107.50
16	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX, FRICTION L-3, 75% CRUSHED	TON	4944	\$ 93.00	\$459,792.00	4,914.53	\$457,051.29
17	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, 75% CRUSHED	TON	4992	\$ 93.00	\$464,256.00	4,894.89	\$455,224.77
18	TRAFFIC CONTROL	LS	1	\$ 71,500.00	\$71,500.00	1.00	\$71,500.00
19	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	DAY	64	\$ 185.00	\$11,840.00	69.00	\$12,765.00
20	OFF DUTY POLICE OFFICER	HOURL	32	\$ 50.00	\$1,600.00		\$0.00
21	FLAGGER	DAY	28	\$ 450.00	\$12,600.00	35.00	\$15,750.00
22	TRAFFIC DETECTION LOOPS	EA	5	\$ 1,170.00	\$5,850.00	6.00	\$7,020.00
23	PERMANENT PAINTED PAVEMENT MARKINGS	LF	16591	\$ 0.80	\$13,272.80	16,591.00	\$13,272.80
24	TEMPORARY PAINTED PAVEMENT MARKINGS	LF	18507	\$ 0.80	\$14,805.60	13,169.00	\$10,535.20
25	PERMANENT SYMBOLS AND LEGENDS, PREFORMED THERMOPLASTIC MARKING MATERIAL	EA	171	\$ 475.00	\$81,225.00	137.00	\$65,075.00
26	GRADING, SHAPING, AND SEEDING FOR SIDEWALKS	EA	44	\$ 840.00	\$36,960.00	44.00	\$36,960.00
27	TEMPORARY ROLLED EROSION CONTROL	SY	100	\$ 8.00	\$800.00		\$0.00
28	RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 17,800.00	\$17,800.00	1.00	\$17,800.00
29	CONSTRUCTION SURVEY	LS	1	\$ 24,000.00	\$24,000.00	1.00	\$24,000.00
C01.1	TRAFFIC CONTROL AND MOBILIZATION, 300 33RD ST.	LS	6100	\$ 1.00	\$6,100.00	6,100.00	\$6,100.00
C01.2	SURFACE MILLING	SY	395	\$ 3.00	\$1,185.00	395.00	\$1,185.00
C01.3	CRACK CLEANING AND FILLING, EMULSION	LF	335	\$ 1.75	\$586.25	335.00	\$586.25
C01.4	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, 75% CRUSHED	TN	45	\$ 93.00	\$4,185.00	45.00	\$4,185.00
C02.1	TEMPORARY MAILBOX LOCATIONS FOR VALLEY WEST DRIVE	EA	45	\$ 137.50	\$6,187.50	45.00	\$6,187.50
C03.1	ADDITIONAL PATCHING ON 8TH STREET	SY	219.9	\$ 112.00	\$24,628.80	219.90	\$24,628.80
				TOTAL	\$2,143,147.45		\$2,140,450.71

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

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$2,100,274.90	\$2,140,450.71
Approved Change Order 1	\$12,056.25	
Approved Change Order 2	\$6,187.50	
Approved Change Order 3	\$24,628.80	
Approved Change Order 4	\$0.00	
Approved Change Order 5	\$0.00	
Approved Change Order 6	✓ -\$2,696.74	
Revised Contract Price	\$2,140,450.71	\$2,140,450.71
Materials Stored		\$0.00
Retainage (0%)		\$0.00 ✓
Liquidated Damages		\$0.00
Total Earned Less Retainage		\$2,140,450.71
Total Previously Approved (list each)	Pay Request 1	\$9,975.95
	Pay Request 2	\$29,392.24
	Pay Request 3	\$74,256.94
	Pay Request 4	\$185,415.97
	Pay Request 5	\$260,348.26
	Pay Request 6	\$324,104.74
	Pay Request 7	\$577,666.14
	Pay Request 8	\$144,600.78
	Pay Request 9	\$11,453.44
	Pay Request 10	\$152,052.84
	Pay Request 11	\$995.22
	Pay Request 12	\$120.15
	Pay Request 13	\$52,376.35
	Pay Request 14	\$63,488.50
	Pay Request 15	\$99,218.95
	Pay Request 16	\$47,961.70
	Pay Request 17	✓ \$85,618.03
		\$2,119,046.20
	Amount Due This Request	\$21,404.51 ✓
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$21,404.51** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By: <i>OK</i> <i>MS</i>
OMG Midwest, Inc dba Des Moines Asphalt & Paving	ISG	City of West Des Moines
Signature:	Signature:	Signature: <i>Brian J. Hemesath</i>
Name: Brian Beard	Name: Nick Frederiksen	Name: Brian J. Hemesath, P.E.
Title: Estimator	Title: Project Manager	Title: City Engineer
Date:	Date:	Date: <i>9.24.19</i>

SEPTEMBER 6, 2019

Jason Schlickbernd
Principal Engineer
City of West Des Moines, Engineering Services
Jason.schlickbernd@wdm.iowa.gov



RE: 0510-003-2018 2018 HMA RESURFACING, PROJECT CLOSEOUT

Dear Jason,

The 2018 HMA Resurfacing Project for the City of West Des Moines is still awaiting closeout, acceptance and release of retainage. ISG has been working with Clint Carpenter, Des Moines Asphalt and Iowa Plains and Signing on issues pertaining to the Premark symbols installed as part of this project. There were a number of Premark symbols that were installed that failed over the course of last winter, most notably on the intersection of 8th and Grand.

PREMARK INSTALLATION FAILURE

In discussion w/ Ennis-Flint, manufacturer of the Premark symbols, they have indicated that the installation method of the symbols had to be adjusted. This was due to the use of 'H' binder in the HMA per the new IDOT mix design specifications that started in 2018. This was widespread throughout Iowa, Wisconsin and Minnesota. This was due to how the Premark symbol bonds to the binder in the hot mix asphalt.

CORRECTIVE ACTION

The existing symbols will be removed from the surface with a method to be determined. Heating the symbol and manual removal has been the method of choice to date. Installation will be completed by utilizing a 2 part epoxy sealer between the HMA surface and the Premark symbol per the manufactures recommendation. This will be completed on all 171 damaged or incomplete Premark symbols/markings that were installed as part of the 2018 HMA resurfacing Project. This work will be completed no later than July 31, 2020. Attached is a letter from Ennis-Flint stating that they will complete this work as described.

MAINTENANCE BOND

The 2018 HMA Resurfacing construction was completed in May of 2019 with all of the HMA work completed in 2018. Des Moines Asphalt will provide the standard 4 year maintenance bond to the City of West Des Moines from the date of final acceptance. This has in essence provided an additional year of possible maintenance due to the acceptance date. Iowa Plains and Signing will also provide a 4 year maintenance bond specific to the Premark symbols to Des Moines Asphalt and the City of West Des Moines.

RECOMMENDATION

Based on the above, ISG recommends that the City accept this course of corrective action and move forward with acceptance of the project. ISG recommends that a Pay Application for a reduction of retainage to \$20,000 be presented for approval and the final Pay Application for Retainage at the October 7th Council Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Frederiksen", is written over a light gray horizontal line.

Nick Frederiksen
Project Manager
Nick.Frederiksen@ISGInc.com



Ennis-Flint, Inc.
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
Phone: 800.331.8118
sales@ennisflint.com
www.ennisflint.com

August 30, 2019

Mr. Jason Baker

Regarding 2018 HMA Resurfacing Program in West Des Moines [0510-003-2018](#):

Ennis Flint will provide material and labor to make repairs to the 171 damaged or incomplete Premark symbols/markings on this project. As we will need some help we will wait for your guidance on when to begin.

I apologize for taking this long to get back to you. I wanted to allow our Product Line Manager to write you a letter to this effect. Please receive this email as my commitment these repairs will be done.

Let me know if you need anything further.

Best wishes

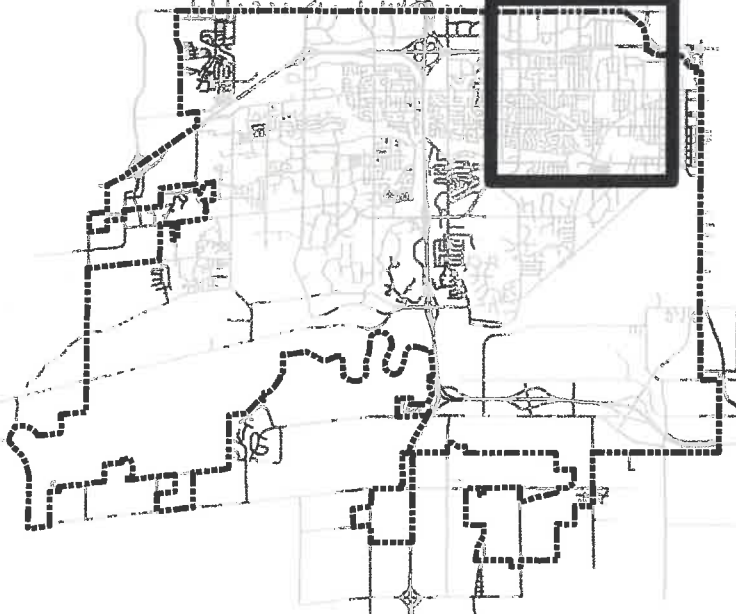
Scott Williams

Scott Williams

Regional Sales Director
Central Region-United States
Ennis Flint Inc
(812) 399-2541



VICINITY MAP



LEGEND

PROJECT LOCATION



2018 HMA Resurfacing Program

Various Locations



PROJECT:

LOCATION:

DRAWN BY: JDR

DATE: 4/11/2018

PROJECT NUMBER : 0510-003-2018
SUBDIVISION NAME:

SHT. 1 of 1

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

DATE: October 7, 2019

ITEM:

Resolution - Accepting Work
Human Services – Child Care Center & Medical Clinic

FINANCIAL IMPACT:

The total construction cost for the Human Services – Child Care Center & Medical Clinic was \$48,166.73 which was paid from account no. 500.000.000.5250.490 with ultimate funding intended to come from donated and grant-specific funds collected and being held in the City’s Human Services Trust account. The original cost of the project was \$58,368.00. There was one (1) Change Order on the project in the amount of (\$10,201.27).

BACKGROUND:

Graham Construction Company was working under an agreement dated November 26, 2018 for construction services for the Human Services – Child Care Center & Medical Clinic. Work on this project included renovation/repurposing of a storage area into a Child Care Center & Medical Clinic within the Human Services Facility located at 139 6th Street.

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 Human Services – Child Care Center & Medical Clinic.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on November 26, 2018, the City Council entered into a contract with Graham Construction Company of Des Moines, Iowa, for the following described public improvement:

**Human Services – Child Care Center & Medical Clinic
Project No. 0510-058-2018**

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 October 7, 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 \$48,166.73 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$2,408.34, 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 7th day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICES
 4200 Mills Civic Parkway, Suite 2D
 PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 273-0602

RETAINAGE

Contractor: **Graham Construction Company**
 421 Grand Avenue
 Des Moines, IA 50309

Project Title	Human Services - Child Care Center & Medical Clinic	
WDM Project File Number	0510-058-2018	
Purchase Order Number	2019-000000433	
Orig. Contract Amount & Date	\$58,368.00	11/06/18
Estimated Completion Date	02/20/19	
Pay Period	04/01/19 to 10/04/19	
Pay Request Number	Retainage	
Date	10/07/19	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.0	Millwork	EA	1.00	\$2,348.07	\$2,348.07	1.00	\$2,348.07
2.0	Interior Finishes (Drywall, Paint, Doors, Hardware)	EA	1.00	\$26,000.00	\$26,000.00	1.00	\$26,000.00
3.0	Flooring	EA	1.00	\$4,397.00	\$4,397.00	1.00	\$4,397.00
4.0	Fire Protection System	EA	1.00	\$1,895.00	\$1,895.00	1.00	\$1,895.00
5.0	Mechanical/ Electrical/ Plumbing	EA	1.00	\$13,526.66	\$13,526.66	1.00	\$13,526.66
					\$0.00		\$0.00
					\$0.00		\$0.00
TOTAL					\$48,166.73		\$48,166.73

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			\$0.00
			\$0.00
TOTAL			\$0.00

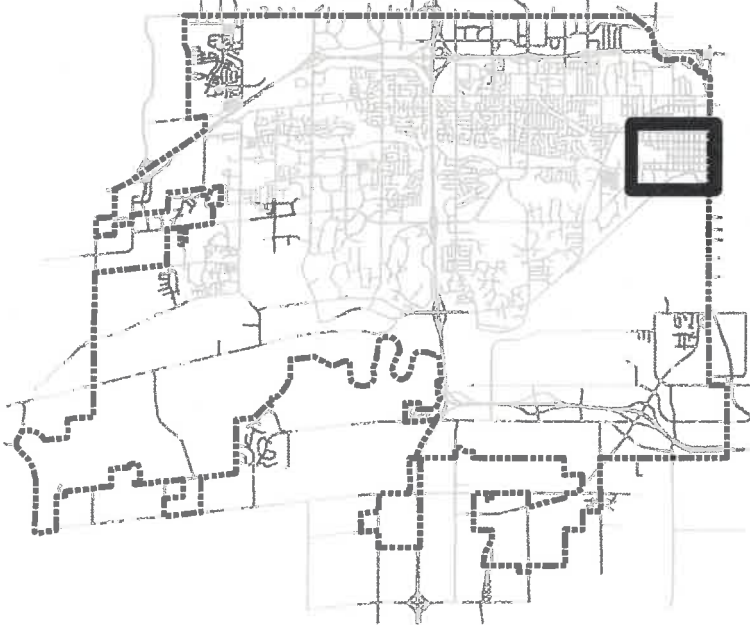
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$58,368.00	\$48,166.73
Approved Change Order 1	-\$10,201.27	\$0.00
Approved Change Order 2		\$0.00
Revised Contract Price	\$48,166.73	\$48,166.73
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$48,166.73
Total Previously Approved (list each)	Pay Request 1	\$45,758.39
	Pay Request 2	
	Pay Request 3	
	Pay Request 4	
	Pay Request 5	
	Pay Request 6	
	Total Previously Approved	\$45,758.39
	Amount Due This Request	\$2,408.34
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$2,408.34** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Graham Construction Company	Recommended By: FEH Design	Checked By: <i>JC</i>
Signature:	Signature:	City of West Des Moines
Name:	Name:	Signature: <i>Brian J. Hemesath</i>
Title:	Title:	Name: Brian J. Hemesath, P.E.
Date:	Date:	Title: City Engineer
		Date: 10.2.19



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Human Services Child Care & Clinic

LOCATION:

139 6th Street

DRAWN BY: JDR

DATE: 10/30/2018

PROJECT NUMBER/NAME: 0510-058-2018

SHT. 1 of 1

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

DATE: October 7, 2019

ITEM: Resolution – Accept Work – 2019 Concrete Trail Renovation

FINANCIAL IMPACT: The total construction cost of this project is \$145,862.50. All costs of the project have been paid from the Woodland Hills Park C.I.P. (G/L Acct 500.000.000.5250.490, Project No. 0510 035 2018). The original contract amount of the project was \$132,700.00, with one change order for additional quantities for further work found in the field for a total of \$13,162.50.

BACKGROUND: Concrete Connection, LLC of Johnston, Iowa is working under an agreement dated May 6, 2019 for construction services related to the 2019 Concrete Trail Renovation. Work is substantially complete. This action accepts the improvements and authorizes staff to pay retainage no sooner than 30 days.





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

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on May 6, 2019 the City Council entered into a contract with Concrete Connection, LLC of Johnston, Iowa for the following described public improvement:

2019 Concrete Trail Renovation

and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on October 7, 2019.

Therefore

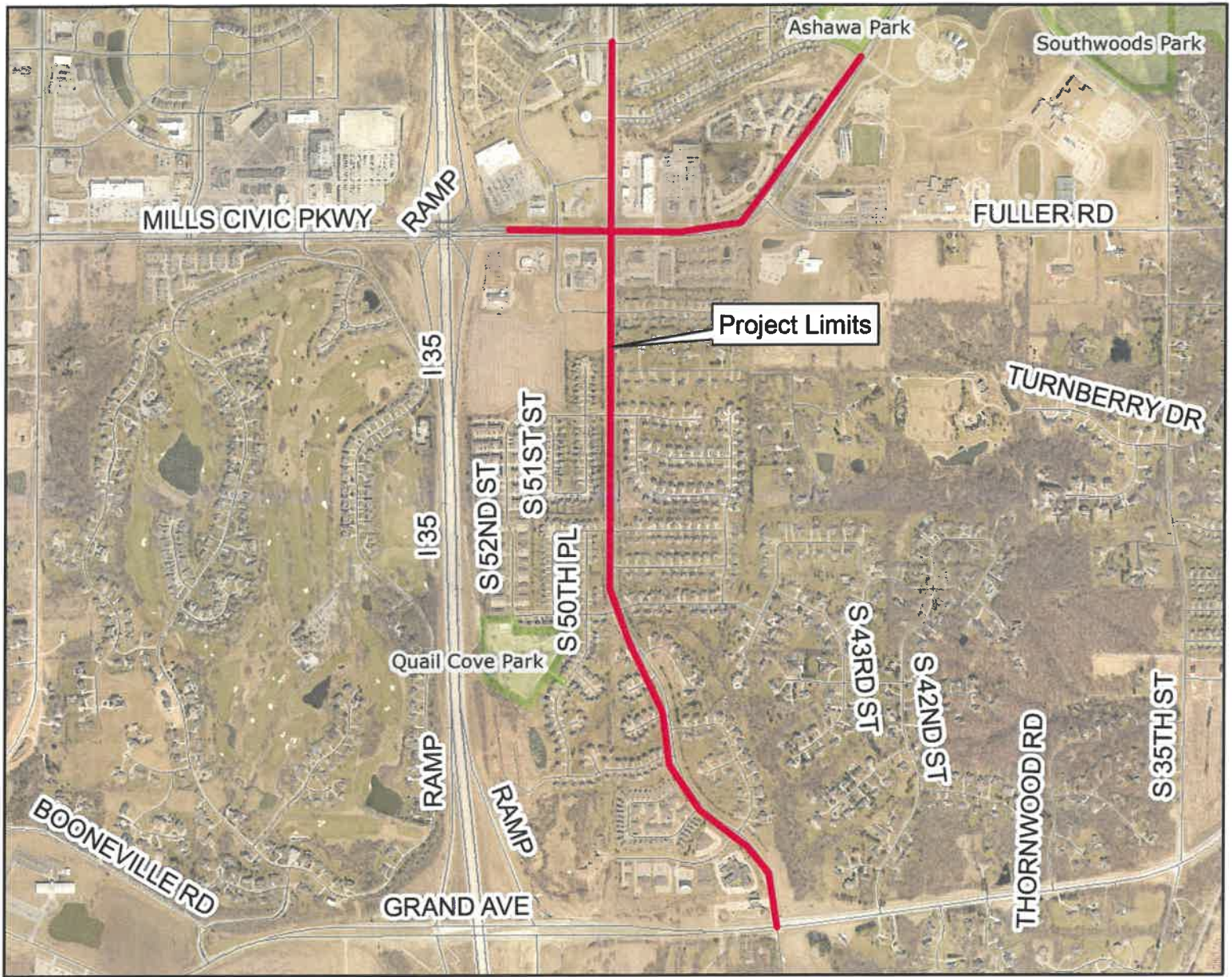
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$145,862.50 as shown in said report.

PASSED AND APPROVED, this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP



LEGEND

 Project Area



0 1,000 2,000 Feet



PROJECT:	2019 CONCRETE TRAIL RENOVATION PROJECT		
LOCATION:	S. 50TH STREET AND MILLS CIVIC PKWY		
DRAWN BY:	MAA	DATE:	5/2/2019
		PROJECT NO.:	0510 035 2018
			SHT. 1 of 1

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

DATE: October 7, 2019

ITEM: Resolution – Accept Work – Woodland Hills Park Loop Trail

FINANCIAL IMPACT: The total construction cost of this project is \$103,461.94. All costs of the project have been paid from the Woodland Hills Park C.I.P. (G/L Acct 500.000.000.5250.490, Project No. 0525 058.0510 089 2017). The original contract amount of the project was \$97,426.88, with two change orders for a total of \$6,035.06.

BACKGROUND: JAS Construction, LLC of Altoona, Iowa is working under an agreement dated March 19, 2018 for construction services related to the Woodland Hills Park Loop Trail. Work is substantially complete. This action accepts the improvements and authorizes staff to pay retainage no sooner than 30 days.




The project involved the construction of a concrete trail around the perimeter of Woodland Hills Park. Portions of the trail loop had been completed with other park projects along the southern and western side of the park, and this project completed the loop. The project generally included construction survey, excavation, subgrade preparation, 5" reinforced concrete trail, erosion control measures, site restoration and other related items.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on March 19, 2018 the City Council entered into a contract with JAS Construction, LLC of Altoona, Iowa for the following described public improvement:

Woodland Hills Park Loop Trail

and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on October 7, 2019.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$103,461.94 as shown in said report.

PASSED AND APPROVED, this 7th day of October, 2019.

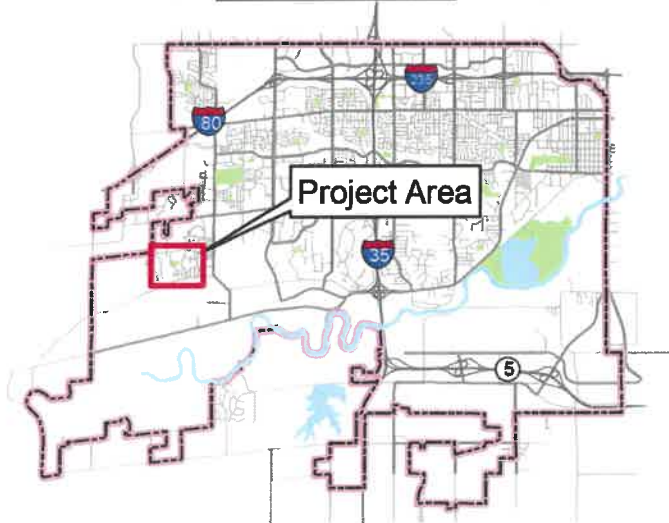
Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP



LEGEND

- Project Location
- Proposed Trails
- Existing Trail



PROJECT:

WOODLAND HILLS PARK LOOP TRAIL

LOCATION:

1230 S. 95TH STREET

DRAWN BY: **MAA**

DATE: **2/15/2018**

PROJECT NO.: -

SHT. **1 of 1**

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

4(m)

DATE: October 7, 2019

ITEM:

Resolution - Accepting Public Improvements
Covenant Cove Plat 1

FINANCIAL IMPACT:

None at this time. The City will assume ownership of the public improvements, along with associated maintenance.

BACKGROUND:

Team Excavating, Inc. has substantially completed the storm sewer improvements associated with Covenant Cove Plat 1 in accordance with the plans prepared by Snyder & Associates, Inc. and the specifications of the City. These improvements have been inspected by the City.

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 Public Improvements for Covenant Cove Plat 1.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, a Site Plan for Covenant Cove Plat 1 private utilities was submitted, reviewed, and approved on May 29, 2018 subject to any conditions of approval and contingent upon construction and acceptance of all public improvements, and;

WHEREAS, a Preliminary Plat and Site Plan for Covenant Cove Plat 1 was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on December 10, 2018; and,

WHEREAS, a Final Plat for Covenant Cove Plat 1 was submitted for review by the City Council of West Des Moines, Iowa, on December 26, 2018 and was found to be generally consistent with the Preliminary Plat; and,

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Covenant Cove Plat 1 at their meeting on December 26, 2018 subject to any conditions of approval and contingent upon construction of storm sewer improvements; sureties were provided for said Public Improvements in lieu of completion with the Final Plat approval; and,

WHEREAS, on July 27, 2018 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

Covenant Cove Plat 1

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, the public improvements for Covenant Cove Plat 1 are hereby accepted and are hereby dedicated for public purposes.

BE IT FURTHER RESOLVED, performance sureties for construction of the public improvements for Covenant Cove Plat 1 are hereby released.

PASSED AND APPROVED this 7th day of October, 2019.

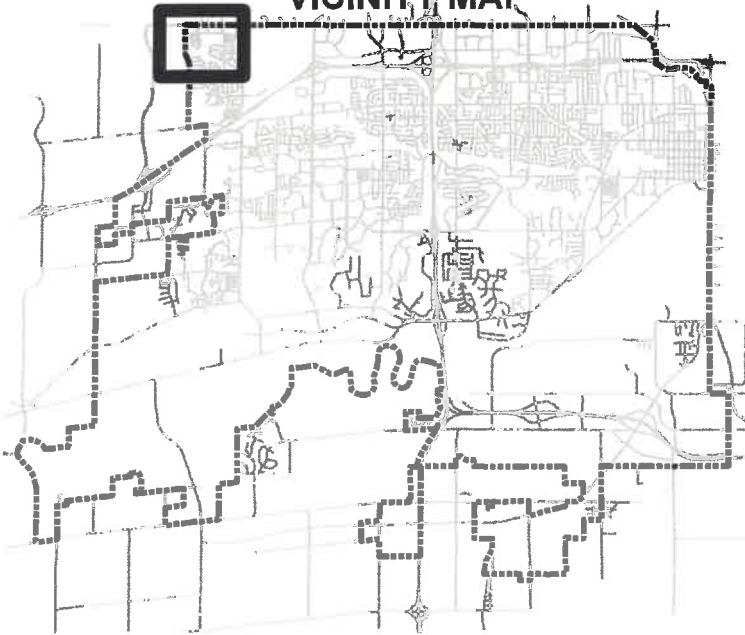
Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Covenant Cove Plat 01

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 10/2/2019

PROJECT NUMBER/NAME: Covenant Cove Plat 01

SHT. 1 of 1

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

DATE: October 7, 2019

ITEM:

Resolution – Approving Proposal from MidAmerican Energy Company to Extend Electrical Services City Entrance Enhancements – Phase 1B

FINANCIAL IMPACT:

The cost of this work is estimated to be \$80,692.63 for extending underground electric services to each of the four (4) City Entrance Enhancement Signs, broken down as follows: 1) \$9,238.06 for 98th & University sign location, 2) \$38,030.77 for I-80/35 & Westown sign location, 3) \$17,688.33 for I-235 & 8th Street sign location, and 4) \$15,735.47 for IA-5 & White Crane Road sign location. 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 General Obligation Bonds.

BACKGROUND:

Phase 1A of the project, including fabrication and installation of four (4) branded monument signs to denote key roadway entrances to the City of West Des Moines, was awarded to Graphic House, Inc. of Wausau, Wisconsin on July 1, 2019. Sign locations include eastern corporate limits along IA-5, eastern corporate limits along I-235, northern corporate limits along I-35/80, and 98th & University. Fabrication of the signs is to be completed by November 1, 2019 with installation to be completed by December 13, 2019 in coordination with Phase 1B.

Phase 1B of the project was bid on October 2, 2019 and includes the construction of concrete foundations and associated site work for the branded monument signs. Extension of underground electric services by MidAmerican Energy to each of the signs is to be coordinated as part of Phase 1B. Foundation work, utilities, and earthwork for this phase of the project is anticipated to be completed by December 13, 2019 with site restoration to occur prior to June 1, 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 Approving Proposal from MidAmerican Energy Company to Extend Electrical Services.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROPOSAL

WHEREAS, the City Council of the City of West Des Moines has heretofore directed the extension of underground electric services for the following described public improvement:

**City Entrance Enhancements – Phase 1B
Project No. 0510-051-2018**

WHEREAS, proposals have been received from MidAmerican Energy Company, a franchised utility, to perform said work; and,

WHEREAS, the estimated costs for said work is \$80,692.63;

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 7th day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

September 19, 2019

City of West Des Moines
Attention: Jason Schlickbernd
4200 Mills Civic Parkway, 2E
West Des Moines, Iowa 50265
Jason.Schlickbernd@wdm.iowa.gov

Reference: Extend electric underground service to serve a new City Entrance Sign North of Highway 5 on SE White Crane Rd and S 8th St in West Des Moines, IA – **WMIS 2763510**

Dear Mr. Schlickbernd:

We are pleased to submit one (1) copy of the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return one (1) copy of the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to start the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6565.

Sincerely,
MidAmerican Energy Company

Dustin Wedlund
Customer Project Coordinator

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL FOR SPECULATIVE USE – WMIS 2763510

MidAmerican Energy Company, an Iowa corporation and The City of West Des Moines ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a City Entrance Sign north of Highway 5 on SE White Crane Rd and S 8th St as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$15,735.47 which \$15,735.47 is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall 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 Company 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.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 19th day of September, 2019.

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____, 2019.

APPLICANT:

By: _____

Title: _____



MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

October 2, 2019

City of West Des Moines
Attention: Jason Schlickbernd
4200 Mills Civic Parkway, 2E
West Des Moines, Iowa 50265
Jason.Schlickbernd@wdm.iowa.gov

Reference: Extend electric underground service to serve a new City Entrance Sign north of I-235 near 73rd St in West Des Moines, IA – **WMIS 2763509**

Dear Mr. Schlickbernd:

We are pleased to submit one (1) copy of the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return one (1) copy of the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to start the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6565.

Sincerely,
MidAmerican Energy Company

Dustin Wedlund
Customer Project Coordinator

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL FOR SPECULATIVE USE – WMIS 2763509

MidAmerican Energy Company, an Iowa corporation and The City of West Des Moines ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a City Entrance Sign north of I-235 near 73rd St as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$17,688.33 which \$17,688.33 is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall 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 Company 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.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 2nd day of October, 2019.

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____, 2019.

APPLICANT:

By: _____

Title: _____



MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

October 1, 2019

City of West Des Moines
Attention: Jason Schlickbernd
4200 Mills Civic Parkway, 2E
West Des Moines, Iowa 50265
Jason.Schlickbernd@wdm.iowa.gov

Reference: Extend electric underground service to serve a new City Entrance Sign near the intersection of Westown Pkwy and I80/I35 in West Des Moines, IA – **WMIS 2763511**

Dear Mr. Schlickbernd:

We are pleased to submit one (1) copy of the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return one (1) copy of the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to start the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6565.

Sincerely,
MidAmerican Energy Company

Dustin Wedlund
Customer Project Coordinator

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL FOR SPECULATIVE USE – WMIS 2763511

MidAmerican Energy Company, an Iowa corporation and The City of West Des Moines ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a City Entrance Sign at the intersection of Westtown Pkwy and I80/I35 as shown on the attached drawing.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$38,030.77 which \$38,030.77 is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall 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 Company 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.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 1st day of October, 2019.

MIDAMERICAN ENERGY COMPANY

By: _____

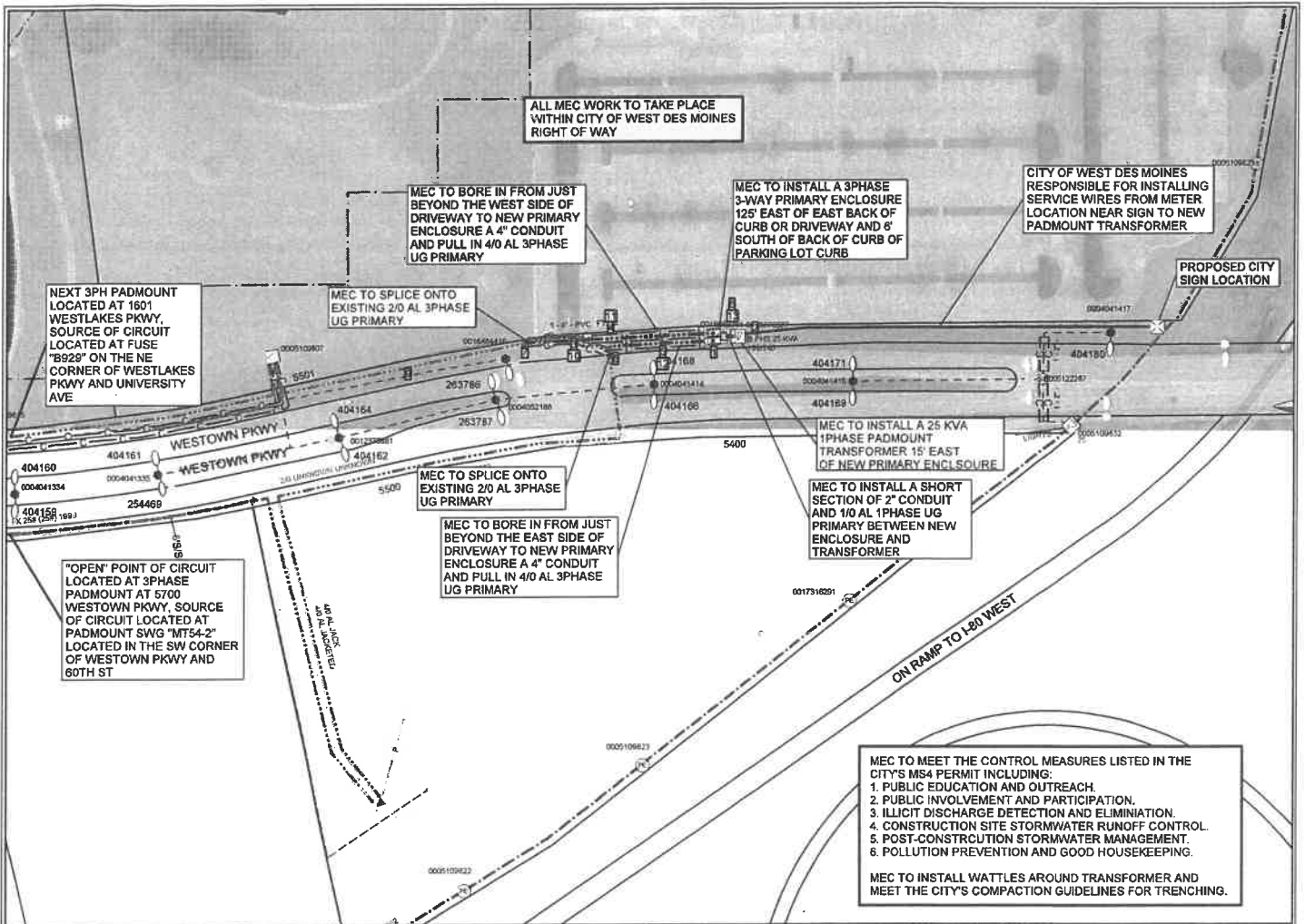
Title: _____

Accepted this _____ day of _____, 2019.

APPLICANT:

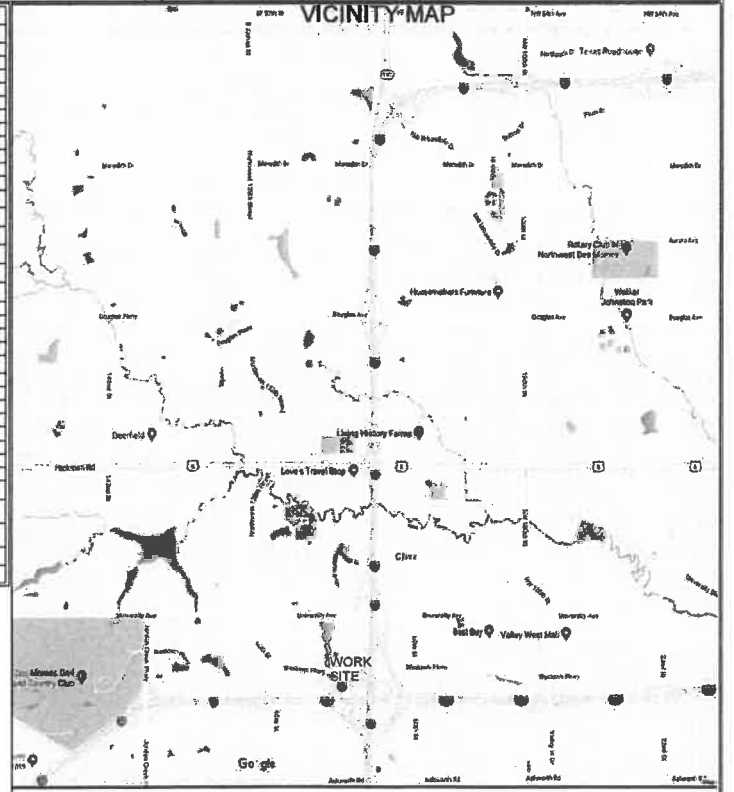
By: _____

Title: _____



CUSTOMER SHALL PROVIDE THE FOLLOWING	
X	811 ADDRESSES
	EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS), MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
	STAKING FOR STREETLIGHT PLACEMENT
X	STAKED LOT CORNERS & SIDELOT MID-POINTS
	TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
X	FINAL GRADE PRIOR TO CONSTRUCTION
X	CLEARING AND GRUBBING IN EASEMENT AND/OR ROW
X	UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT
X	10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
X	SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
	TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
	ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS (SEE APPENDIX B-1, PAGE 88 IN 2014 ELECTRIC SERVICE MANUAL. FIND ELECTRIC SERVICE MANUAL AT: https://www.midamericenergy.com/include/pdf/elec_svc_manual.pdf)
	MEC CONTACT FOR PROJECT: DUSTIN WIEDLUND 515-252-0565

LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING OVERHEAD STREETLIGHT CABLE
	EXISTING OVERHEAD TRANSFORMER BASE
	EXISTING OVERHEAD TRANSFORMER BASE
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING PADMOUNT ON TRENCH BASE
	EXISTING THREE-WAY PRIMARY CONDUIT
	EXISTING FOUR-WAY PRIMARY CONDUIT
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC POLE
	EXISTING 25' POLE
	EXISTING DOWN-PIPE
	EXISTING STREETLIGHT
	EXISTING CEILING LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY FEEDER
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING OVERHEAD SWITCH
	EXISTING PRIMARY SPLICE
	EXISTING FAULT INDICATOR
	PROPOSED EASEMENT
	CUSTOMER INSTALLED DUCT
	INSTALLATION AREA DELAYED IN FIELD
	REMOVAL AREA DELAYED IN FIELD





MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

September 12, 2019

City of West Des Moines
Attention: Jason Schlickbernd
4200 Mills Civic Parkway, 2E
West Des Moines, Iowa 50265
Jason.Schlickbernd@wdm.iowa.gov

Reference: Extend electric underground service to serve a new City Entrance Sign near the intersection of University Ave and 98th St in West Des Moines, IA – **WMIS 2763504**

Dear Mr. Schlickbernd:

We are pleased to submit one (1) copy of the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return one (1) copy of the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to start the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6565.

Sincerely,
MidAmerican Energy Company

Dustin Wedlund
Customer Project Coordinator

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL FOR SPECULATIVE USE – WMIS 2763504

MidAmerican Energy Company, an Iowa corporation and The City of West Des Moines ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a City Entrance Sign at the intersection of University Ave and 98th St as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$9,238.06 which \$9,238.06 is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall 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 Company 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.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 12th day of September, 2019.

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____, 2019.

APPLICANT:

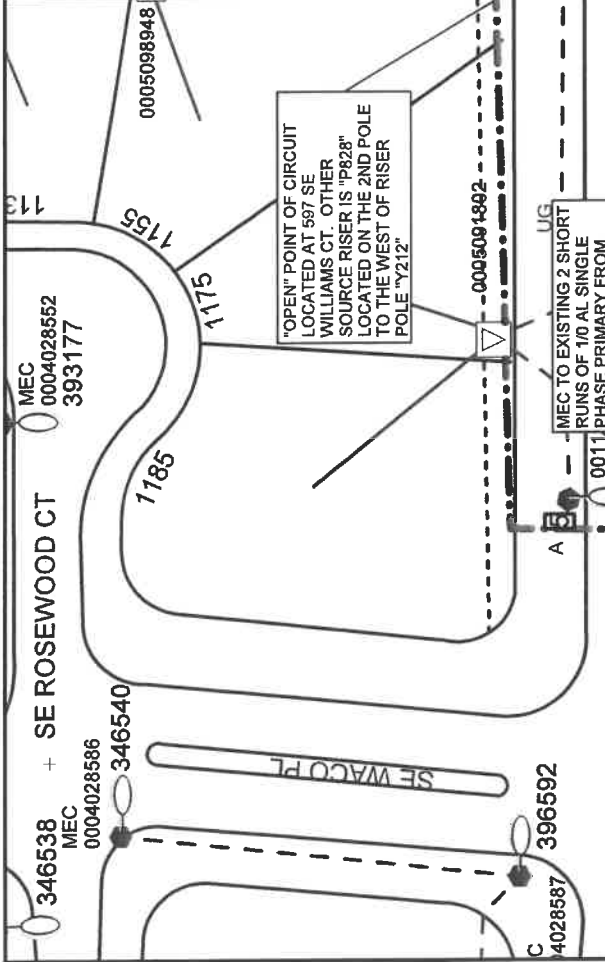
By: _____

Title: _____

SYMBOL	LEGEND	DESCRIPTION
[Symbol]	EXISTING OVERHEAD 1-PHASE TO TRANSFORMER	
[Symbol]	EXISTING OVERHEAD 2-PHASE TO TRANSFORMER	
[Symbol]	EXISTING OVERHEAD 3-PHASE TO TRANSFORMER	
[Symbol]	EXISTING UNDERGROUND 1-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 2-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 3-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 4-PHASE CABLE	
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[Symbol]	EXISTING UNDERGROUND 80-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 81-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 82-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 83-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 84-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 85-PHASE CABLE	
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[Symbol]	EXISTING UNDERGROUND 87-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 88-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 89-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 90-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 91-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 92-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 93-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 94-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 95-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 96-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 97-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 98-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 99-PHASE CABLE	
[Symbol]	EXISTING UNDERGROUND 100-PHASE CABLE	

CUSTOMER SHALL PROVIDE THE FOLLOWING

- X 181T ADDRESSES
- X EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS).
- X MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
- X STAKING FOR STREETLIGHT PLACEMENT
- X STAKED LOT CORNERS & SIDELOT MIDPOINTS
- X TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
- X FINAL GRADE PRIOR TO CONSTRUCTION
- X CLEARING AND GRUBBING IN EASEMENT AND/OR ROW
- X UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT
- X 10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
- X SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
- X TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
- X ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS (SEE APPENDIX B-1, PAGE 88 IN 2014 ELECTRIC SERVICE MANUAL. FIND ELECTRIC SERVICE MANUAL AT: https://www.midamericanelectric.com/technical/elec_svc_manual.pdf)
- X MEC CONTACT FOR PROJECT: DUSTIN WEDLUND 515-252-6965



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. This drawing was prepared by the engineer and is not intended to be used for any purpose other than that for which it was prepared. The engineer assumes no liability for any damage, injury, or property loss resulting from any unauthorized or unapproved use of, or reliance upon, this drawing for any purpose, well as a part of this file. Need to provide an estimated cost to the city by the end

Project Information:

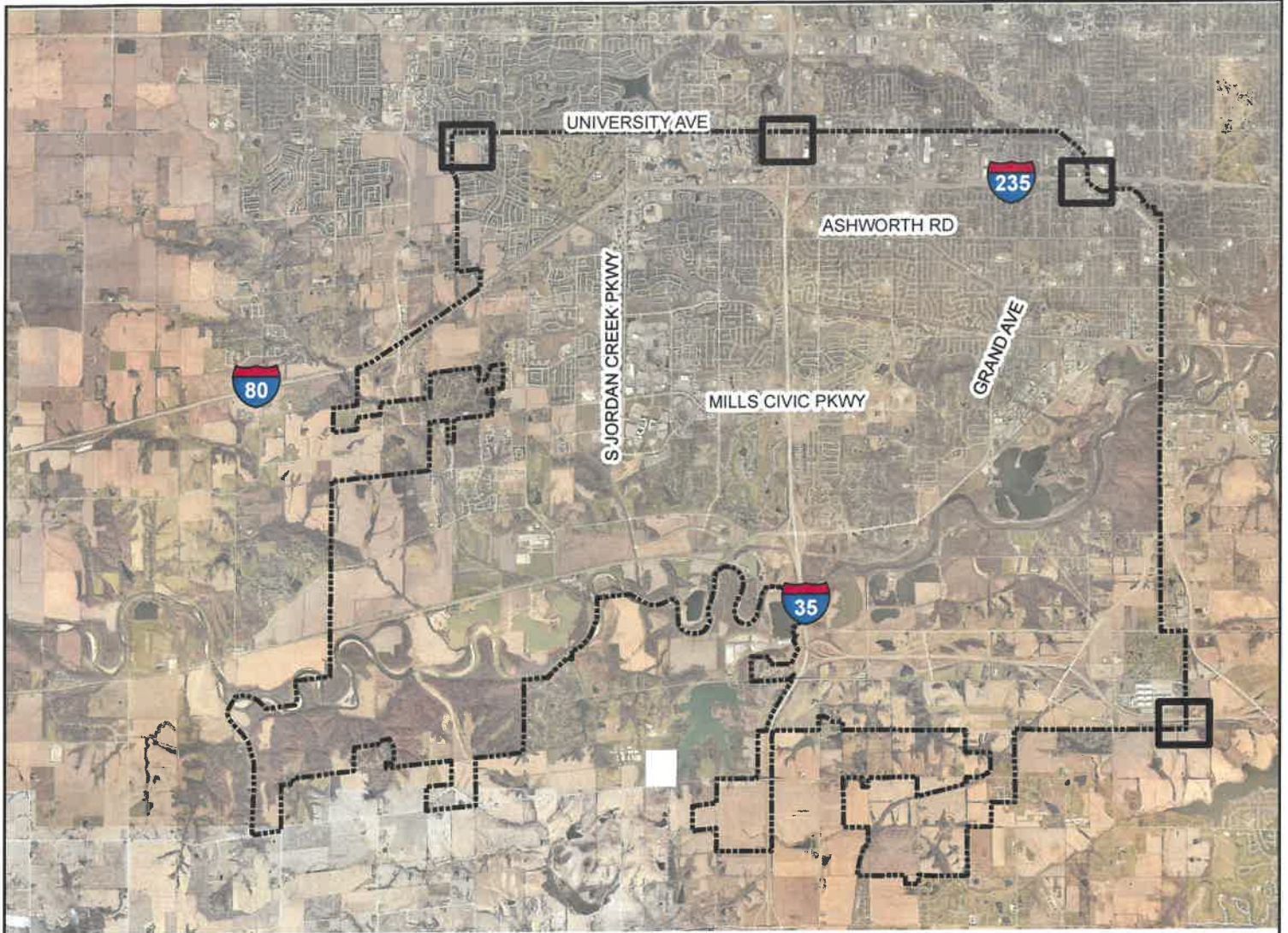
- WMS_REV: 2763504-1
- Date: 9/5/2019
- Scale: 1 in = 50 ft
- Designer: RANFELD, CRAIG W

Customer Information:

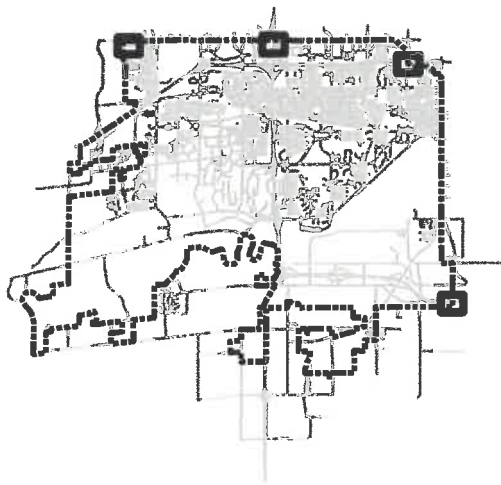
- WDM - CITY ENTRANCE SIGN #1
- Address: 98TH ST & UNIVERSITY AVE
- City: WEST DES MOINES
- EM212

Job Details:

- Job Desc: Create design/cost estimate for a new city entrance sign. Small load of 120/240V 100A or even 60A if available. Attached is a KMZ file for the location at
- Small load of 120/240V 100A or even 60A if available. Attached is a KMZ file for the location at



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

City Entrance Enhancements - Level 1

LOCATION:

Various Locations

DRAWN BY: REF

DATE: 01/07/2019

PROJECT NUMBER/NAME: 0510-051-2018

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: October 7, 2019

ITEM:

Approve Lease for Library Temporary Storage
Library Interior Renovations

FINANCIAL IMPACT:

The Commercial Real Estate Lease (attached) associated with the temporary storage of items located in the Public Library located at 4000 Mills Civic Parkway is anticipated not to exceed \$113,194.00. If the leasing term extends beyond June 30, 2021, an additional fee of \$5,500 per month will be charged. All costs for these services can be paid from account no. 100.480.700.5230.578 with the ultimate funding intended to come from General Obligation Bonds, Private Contributions, and/or Local Option Sales Tax.

BACKGROUND:

Approval of this lease allows City Staff to place items from the Public Library into temporary storage at 175 South 9th Street (Lots 17, 18 & 19) while interior renovations are being completed at the Public Library. The lease does not include utility costs or any improvements that may be needed to the storage space (i.e. dehumidification).

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

OUTSTANDING ISSUES: None

RECOMMENDATION:

- Approving Lease for Library Temporary Storage.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

COMMERCIAL REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated 9/30/2019 by and between Orton Homes, LLC ("Landlord"), and City of West Des Moines ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant - (the "Premises") located at, 175 S 9th St, Lots 17, 18, 19. West Des Moines, Iowa.

TERM. The lease term will be, to begin on 10-14-2019 and will terminate on 6/30/2021.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$5,500, for lease payable on the first day of each month. Payments shall be made to the Landlord at 2208 Woodlands Pkwy, Clive, IA 50325. First months rent will be prorated for 18 days (18/31), thus \$3,194 will be due.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

PROPERTY INSURANCE. Tenant shall maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

MAINTENANCE. Landlord shall always have the responsibility to maintain the Premises in good repair. Landlord is only responsible to maintain the structure and tenant is responsible for maintenance of any improvements they chose to make.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and

without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$ 50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Iowa.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

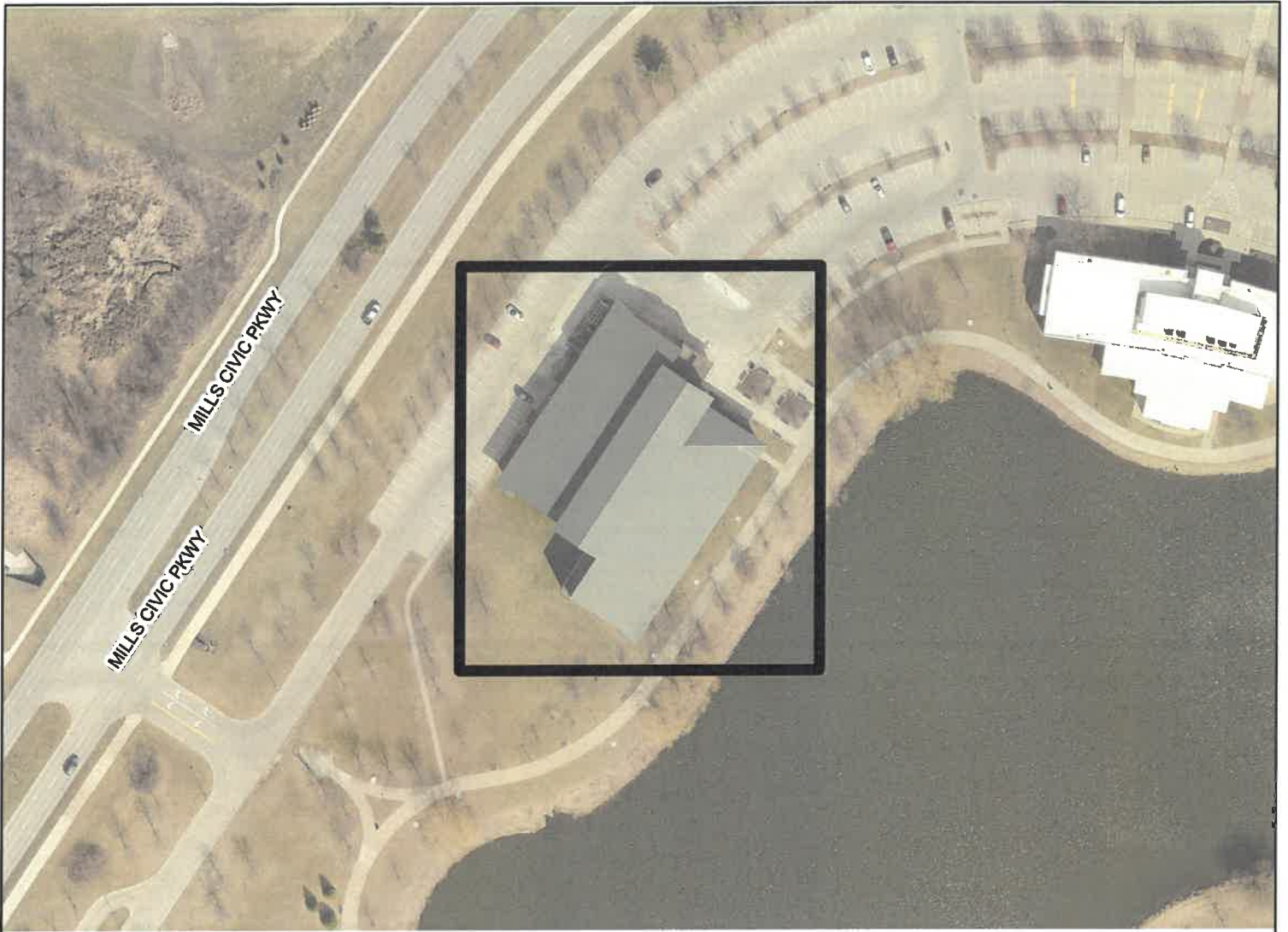
SP A [Signature], Measure
Orton Homes, LLC

Date: 9/30/19

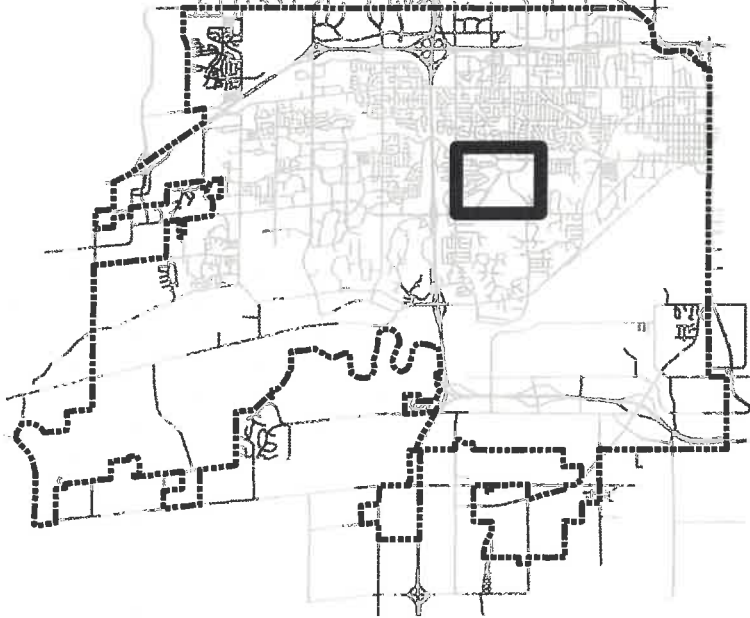
TENANT:

City of West Des Moines

Date: _____



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Library Interior Renovations

LOCATION:

4000 Mills Civic Parkway

DRAWN BY: JDR

DATE: 11/27/2018

PROJECT NUMBER/NAME: 0510-005-2019

SHT. 1 of 1

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

DATE: October 7, 2019

ITEM:

Resolution – Approval of Agreement for Transfer of Public Road Jurisdiction
Wendover Road along I-80
Iowa Department of Transportation

FINANCIAL IMPACT:

No additional costs for maintenance are expected.

BACKGROUND:

The City of West Des Moines currently maintains Wendover Road in the corporate limits of the City. The Iowa Department of Transportation (IDOT) currently holds title to the land beneath Wendover Road. The IDOT originally acquired property necessary to construct I-80. Construction of I-80 caused Wendover Road to be realigned along the south right of way of the interstate. The normal IDOT practice was to deed any surplus property including local roads to the local jurisdiction when the I-80 construction was complete. In this case, the IDOT retained title to the land in case any widenings of the interstate would occur. The IDOT has completed their studies regarding expansion of I-80 and are now comfortable with the transfer.

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 Agreement for Transfer of Public Road Jurisdiction.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION

WHEREAS, the Iowa Department of Transportation holds property rights to portions of Wendover Road within the corporate limits of West Des Moines; and,

WHEREAS, the City of West Des Moines approves of the Agreement for Transfer of Public Road Jurisdiction from the Iowa Department of Transportation for Wendover Road along I-80 from approximately Ashworth Road to Grand Prairie Parkway; and,

WHEREAS, it is in the best interest of the City of West Des Moines to obtain property rights to the aforementioned parcels of land; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, IOWA, formally approves of the Agreement for Transfer of Public Road Jurisdiction with the Iowa Department of Transportation for the above listed roadway to the City of West Des Moines.

PASSED AND APPROVED on this 7th day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for
Transfer of Public Road Jurisdiction**

County	Dallas
City	West Des Moines
Project No.	TJ-000-0(984)--2M-25
Iowa DOT	
Agreement No.	2019-TJ-001
Commission Order No.	

This Agreement entered into by and between the Iowa Department of Transportation, hereinafter designated the "STATE", and the city of West Des Moines, Iowa, a Local Public Agency, hereinafter designated the "LPA"; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed as follows:

WITNESSETH, that

1. In accordance with the provisions of Iowa Code Sections 313.2 and / or 306.42, the STATE hereby agrees to transfer jurisdiction of the following public road segment(s), including all structures and right-of-way, to the LPA:
 - a. **That portion of Wendover Road on the south side of I-80, a length of approximately 1.57 miles, as shown on Exhibit A attached.**
2. The LPA agrees to accept the road segment(s) described in this Agreement into its road system and maintain them in accordance with all applicable laws, regulations and administrative rules.
3. The LPA and the STATE have examined the physical condition of the public road segment(s) described in this Agreement and have agreed that:
 - i. The road segment(s) shall be transferred in its(their) present condition.
4. The transfer of jurisdiction of the public road segment(s) described in this Agreement shall take place following the execution of this agreement by both the LPA and the STATE as follows:
 - i. The LPA shall assume jurisdiction of the public road segment(s) described in this Agreement upon receipt of written notification to the LPA (by certified mail) of the time and date of the STATE's intention to transfer.
5. The LPA has inspected the public road segment(s) described in this Agreement and agrees to accept said road subject to the conditions set forth herein. In accordance with Iowa Code Section 306.42(6), neither the LPA nor the STATE shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the public road segment(s) described this Agreement that occurred prior to the effective date of the transfer.
6. The STATE shall transfer to the LPA by quit-claim deed all its legal or equitable title or interest in the right-of-way, except as noted in Section 7 following, of the public road segment(s) described in this Agreement. The LPA shall accept said deed, pursuant to Iowa Code Section 306.42.
7. If the STATE has acquired access rights by warranty deed for the public road segment(s) described in this Agreement, the LPA shall not, within 150 feet of the edge of any at-grade intersecting primary highway, either alter those rights or allow any new access.


August 2013

8. Once the transfer of jurisdiction is complete, the LPA shall be responsible for signing the road segment. Procedures to modify the secondary route numbering system are outlined in Instructional Memorandum (IM) 4.01. The LPA shall also be responsible for any requests to modify the Farm to Market (FM) road system as outlined in IM 4.210 and 4.220.
 9. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
 10. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
 11. This Agreement including referenced exhibits, constitutes the entire Agreement between the LPA and the STATE concerning this transfer of jurisdiction. Representations made before the signing of this Agreement are not binding, and neither party has relied upon conflicting representations in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to this Agreement. Said addendum shall become effective only upon written approval of the STATE and the LPA.
-

August 2013

IN WITNESS THEREOF, each of the parties hereto has executed agreement No. 2019-TJ-001 as of the date shown opposite its signature hereafter.

CITY OF WEST DES MOINES:

By:  _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the
City was duly authorized to execute the same by virtue of a formal motion passed and adopted by the
CITY on the ____ day of _____, 20____.

Signed: _____
City Clerk of West Des Moines, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Scott Schram
District Engineer
District 4



EXHIBIT A

NW 1/4 SEC 10-78-26W
0.44 ACRES

NE 1/4 SEC 10-78-26W
0.44 ACRES

SE 1/4 SEC 10-78-26W
0.44 ACRES

SW 1/4 SEC 10-78-26W
0.44 ACRES

SE 1/4 SEC 10-78-26W
0.44 ACRES

SW 1/4 SEC 10-78-26W
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NW 1/4 SEC 10-78-26W
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NE 1/4 SEC 10-78-26W
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SW 1/4 SEC 10-78-26W
0.44 ACRES

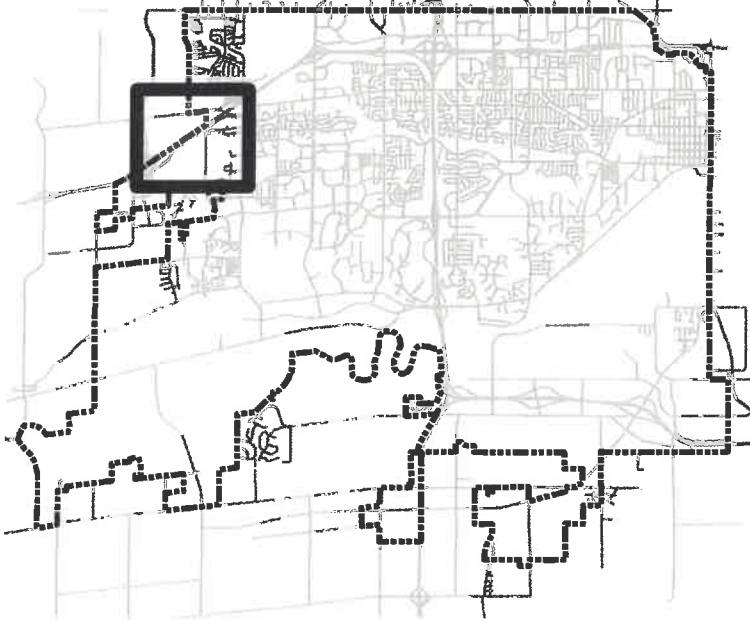
Google Earth

2019-11-01 WestDesMoines

© 2018 Google



VICINITY MAP



LEGEND

PROJECT LOCATION



Wendoever Road Transfer

Exhibit "A"



PROJECT:			
LOCATION:			
DRAWN BY: JDR	DATE: 10/3/2019	PROJECT NUMBER/NAME: 0221-069	SHT. 1 of 1

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

Date: October 7, 2019

ITEM: Approval and Acceptance of Hold Harmless & Maintenance Agreement - Railroad Park Holiday Lighting - Historic Valley Junction Foundation - 425 Railroad Ave - Approval of a Hold Harmless and Maintenance Agreement related to the installation of holiday lighting in Railroad Park and the 5th Street arch - MML2-004473-2019

RESOLUTION: Approval and Acceptance of Hold Harmless & Maintenance Agreement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The Historic Valley Junction Foundation is proposing to install holiday lighting in the City-owned Railroad Park located adjacent to Railroad Avenue between 4th and 5th streets. The lights will be installed and maintained by the Foundation. The holiday lighting is part of a larger initiative to install accent lighting, both permanent and temporary, in the park. At this time, the permanent installation of accent lighting cannot be approved due to conflicts with city code; however, the City Attorney is working on an amendment to city code that would allow community benefit projects (with no connection to a commercial entity or activity) that otherwise would be prohibited by code. Since the City does not regulate holiday lighting, the proposed accent lighting can be installed on a temporary basis. The applicant is aware that there is no guarantee on the part of the City that the lights will be allowed other than in conjunction with holidays. Because the installation will occur within City-owned property, staff believed it was appropriate to execute a Hold Harmless Agreement to protect the City, as well as a maintenance agreement outlining installation, maintenance and repair responsibilities to the Historic Valley Junction Foundation. For policy and title purposes, formal acceptance by the City Council of the agreements is required.


CITY COUNCIL SUBCOMMITTEE: Due to timing of this matter and desire to order and install the lighting, this item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the Hold Harmless and Maintenance Agreement for the placement of holiday lighting within City owned Railroad Park and on arch over 5th Street.

Lead Staff Member: Lynne Twedt, Director of Development Services 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Draft of Agreement provided to applicant for execution

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING A HOLD HARMLESS AND MAINTENANCE AGREEMENT DOCUMENT

WHEREAS, the Historic Valley Junction desires to install temporary holiday lighting in City-owner property; and

WHEREAS, the City of West Des Moines and the Historic Valley Junction Foundation have reached an agreement as to maintenance and liability of the placement of temporary lighting. Therefore, the following document has been presented to the City for approval; and

**A Hold Harmless and Maintenance Agreement for the placement of holiday lighting within
City of West Des Moines owned Railroad Park**

WHEREAS, approval of the Hold Harmless and Maintenance Agreement is in the best interest of the City of West Des Moines.

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

1. The Agreement by and between the Historic Valley Junction Foundation and the City of West Des Moines is hereby approved.
2. The Mayor is authorized to sign the Agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND ADOPTED this 7th day of October, 2019.

Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**HOLD HARMLESS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF
WEST DES MOINES, IOWA AND HISTORIC VALLEY JUNCTION FOUNDATION
FOR THE VALLEY JUNCTION RAILROAD PARK ENHANCEMENT LIGHTING
PROJECT**

This Agreement (hereinafter "Agreement") is entered into by and between the City of West Des Moines, a municipality organized under the laws of the State of Iowa (hereinafter "City") and Historic Valley Junction Foundation, an Iowa non-profit organization (hereinafter "Foundation") to establish and define the installation and maintenance responsibilities of the Foundation for the accent lighting fixtures installed in Historic Valley Junction, specifically within Railroad Park and adjacent right-of-way, including the arch structure over 5th Street.

Whereas, the Foundation is a non-profit organization focused on historic preservation, economic development, business relations, and special event planning and management in the Historic Valley Junction.

Whereas, the Foundation desires to install enhancement lighting in the Historic Valley Junction as more particularly depicted on Exhibit 1 (hereinafter "Lighting Area"). The Project is more specifically defined as (hereinafter "Lighting"):

- a. Installation of lighting enhancements, with controllable, color changing LED lighting, both permanent and temporary.
- b. Installation of string lighting on the roof structures located in the park, the arch structure over 5th Street, hidden within the underside of the fence top rail, and on the rail car.
- c. Installation of glowing spheres to be suspended from trees.
- d. Installation of ground mounted flood lights to light groupings of trees.
- e. Installation of flood lights to light the rail car, which will be ground mounted on the south and mounted to existing poles on the north.
- f. Installation of string lights on one tree next to the bandshell, which will include an audio interactive control.
- g. Installation of string lights on tree trunks of the twelve (12) large trees in the park, and the five (5) trees on the north side of the parking area.
- h. All installations shall be temporarily installed on or after October 1 of each year and removed by January 31 of each year.

Whereas, the City is the owner of said property upon which the Foundation intends to install Lighting.

NOW THEREFORE, be it agreed by the City and Foundation as follows:

1. City's Rights and Obligations.

- a. The City hereby consents to the temporary installation of the Lighting as shown on Exhibit 1 ("Lighting Area") from the time of installation on or after October 1 until removal by January 31 of each year.

- b. The City hereby grants and creates a limited right of access to the Foundation, its licensees, agents, contractors, subcontractors, successors and assigns, for ingress and egress on, over and across the property upon which Lighting is to be installed for the sole purpose of installation and maintenance of lighting and associated electrical wiring and equipment.
- c. The City reserves the right to inspect any Lighting element to determine whether its placement will cause damage to tree(s), structure(s), or other City property.
- d. The City reserves the right to remove any lighting element, including electrical wiring and equipment, at any time and for any reason. The City shall not be responsible for re-installation of any removed lighting element.

2. **Foundation Rights and Obligations.**

- a. The Foundations shall take reasonable steps to ensure that all work performed by the Foundation will be initiated and completed within a reasonable period. Following completion of the work performed by the Foundation, the City's property shall be restored to a condition similar to that which existed prior to the performance of work.
- b. The Foundation shall not place any permanent lighting in a manner that could potentially cause damage to any tree(s), structure(s) (i.e. caboose, shelter, fence, light poles, etc.), or other City property.
- c. The Foundation will be responsible for ensuring the electrical service(s) utilized for the Lighting is sufficient to support the electrical load required by the Lighting and all other electrical needs currently being served by the electrical service.
- d. The Foundation shall be responsible for removal of any Lighting element upon request from the City for any future improvement projects within the Lighting Area.
- e. The Foundation shall not place any flood lights in any mown turf area or paved area. The Foundation shall place flood lights solely in landscape beds, mulched areas around trees, or rock mulch around the rail car.
- f. The Foundation shall be responsible for any necessary repairs due to any disturbance and/or damage to City property, including but not limited to pavement, grass, landscape beds, during installation or maintenance of the Lighting or associated electrical wiring and equipment.
- g. The Foundation will be solely responsible for replacement of any Lighting element or associated electrical wiring and equipment.

3. **Hold Harmless.**

The Foundation agrees to defend, indemnify and save the City, its officials, employees, agents, contractors or assigns harmless from any and all loss, damage or expense, including reasonable attorney fees which the City may suffer, incur or sustain, or for which the City may become liable, arising or growing out of any injury or damage whatsoever to persons or property, real or personal, occurring as a result of the installation or maintenance of Lighting in or on the Lighting Area, unless such loss, damage, injury or expense is due to the negligence of the City, its officials, employees, agents, contractors, or assigns.

4. **Duration.**

This agreement is effective upon execution and final approval by the City of West Des Moines, Iowa City Council. This Agreement shall be effective unless otherwise terminated by either party for any reason.

5. **Jurisdiction and Venue**

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

6. **Words and Phrases**

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

7. **Parties**

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "Foundation" shall refer to the Historic Valley Junction Foundation, its assigns, successors-in-interest, or lessees, if any.

8. **Integration**

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

9. **Paragraph Headings**

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Dated this _____ day of _____, 2019.

HISTORIC VALLEY JUNCTION FOUNDATION

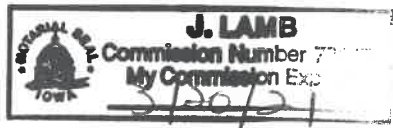
Debbie Swander
Debbie Swander, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

This record was acknowledged before me on this 2nd day of October, 2019, by Debbie Swander, President of the Historic Valley Junction Foundation on behalf of whom the record was executed.

J. Lamb
Notary, State of Iowa

CITY OF WEST DES MOINES, IOWA,
an Iowa municipal corporation



Steven K. Gaer
Mayor

ATTEST:

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 County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. 19-_____, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary, State of Iowa

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

DATE: October 7, 2019

ITEM: Resolution – Approval and authorization for the Mayor to sign the Pole Attachment Contract with MidAmerican Energy

FINANCIAL IMPACT: The City has committed \$422,885.14 of Community Development Block Grant Program funds to this initiative. Microsoft has donated \$250,000. Any fees associated with usage of the MidAmerican poles will be done within the existing budget.

BACKGROUND: The City’s Department of Community and Economic Development is presently engaged in the Valley Junction Broadband Equity Pilot. The Pilot is designed to pursue the City’s goal of universal broadband access and has been undertaken in conjunction with a series of public and private partners, including Microsoft, West Des Moines Community School District, Valley Junction Historical Foundation and the Federal Department of Housing and Urban Development’s Community Development Block Grant (CDBG) program. The first phase of the Pilot has been successfully completed and the second phase is ready to proceed.

As part of the second phase of this Pilot, we will be expanding the Public Wi-Fi system in the Valley Junction area. The most effective and cost-efficient means to accomplish that would be to use existing infrastructures such as City buildings and MidAmerican utility poles. In order to access MidAmerican utility poles the City will need to complete a “make ready” study and enter into a Pole Attachment Contract with MidAmerican. The purpose of the “make ready” study is to assure that any proposed Wi-Fi attachments meets MidAmerican, State and National compliance and safety requirements.

The “make ready” study has been completed and a Pole Attachment Contract with MidAmerican has been prepared.

RECOMMENDATION: Resolution approving and authorizing the Mayor to sign the Pole Attachment Contract with MidAmerican.

Lead Staff Member Christine Gordon, AICP, Housing Planner

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Noticing not required
Date(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS

- Exhibit I - Pole Attachment Contract with MidAmerican Energy
- Exhibit II - Resolution

POLE ATTACHMENT CONTRACT

BETWEEN

MIDAMERICAN ENERGY COMPANY

AND

CITY OF WEST DES MOINES

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THIS POLE ATTACHMENT CONTRACT (this “Contract”), dated as of _____, 2017 (the “Effective Date”), is entered into by and between MIDAMERICAN ENERGY COMPANY, an Iowa Corporation, hereinafter “MidAmerican or Licensor,” and the CITY OF WEST DES MOINES, “Licensee”, an Iowa municipal corporation.

WHEREAS, MidAmerican is engaged in the business of providing electric service to customers in certain areas within the state of Iowa; and

WHEREAS, Licensee is a municipal corporation working in conjunction with a broadband communications provider in the City of West Des Moines, Iowa; and

WHEREAS, Licensee desires to attach its communications facility equipment, including but not limited to antennas, coaxial and fiber optic lines, base station equipment, conduit and other Equipment to Poles owned by MidAmerican within the city of West Des Moines, Iowa and MidAmerican desires to grant Licensee access to such Poles in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, the Parties agree as follows:

Article I. **DEFINITIONS**

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified in this Article I:

“Administrative Fees” means charges to requests for data/document support and necessary internal processing of Applications and Contracts.

“Application” means an action where Licensee requests permission to add or modify its Attachments(s), or sends notification of its removal of previous Attachments(s). For each Application received, Licensor analyzes the data, updates its records and responds to Licensee at least once per Application, regarding its approval or acknowledgement of the application.

“Application Fees” means data and document support, engineering analysis and review, post-installation field audit and any other costs incurred by MidAmerican that are caused by or attributable to Licensee’s equipment attachment.

“Attachment” means each individual contact of Licensee’s Equipment to a Pole.

“Attachment Fee” means annual fee Licensee shall pay each year for each of its attachment.

“Business Days” means days other than a Saturday, Sunday, or state or federal holiday when banks are authorized to be closed.

“Board” means the Iowa Utilities Board.

“Distribution Standards and Conditions” means the current MidAmerican Distribution Standards and Conditions attached as Exhibit C, and any subsequent revisions to Exhibit C.

“Equipment” means cables, wires, conductors, fiber optics, splice cases, insulators, connectors, fasteners, transformers, capacitors, nodes, switches, batteries, amplifiers, power supplies, devices, structures, materials, machines, appurtenances, articles, or apparatus of any sort, whether electrical or physical in nature, or otherwise, including without limitation all support equipment such as guy wires, anchors, anchor rods, grounds, and other accessories. Equipment specifically excludes Licensee wireless communication devices.

“FCC” means the Federal Communications Commission.

“Inspection” means examination by MidAmerican of its Poles and all proposed or existing Attachments for the purpose of verifying the number and location of all Attachments and any other pole-mounted Equipment of Licensee, or determining whether Licensee is in compliance with the terms of this Contract.

“Iowa Electrical Safety Code” means the standard minimum requirements for the installation and maintenance of electric substations, generating stations, and overhead and underground electric supply or communications lines as provided in 199 IAC Chapter 25 of the Board rules.

“Make-ready Work” means all work including, but not limited to, engineering analysis, site inspections, review of the design, strength and loading characteristics of the affected Pole(s) and performance of such tests, calculations, analyses, and other items reasonably necessary to calculate the make-ready work, including without limitation, work related to transfers, rearrangements and replacements of existing equipment, and/or the addition of new equipment.

“National Electrical Safety Code” or “NESC” means the current edition published by the Institute of Electrical and Electronics Engineers, Inc., as may be amended or supplemented from time to time. The most recent NESC code or successor code adopted by the State in which the Equipment is located shall apply.

“Occupancy Survey” means a periodic effort to collect information through Inspection by MidAmerican of all or any number of Poles that may have Licensee Attachments.

“Party” means MidAmerican or Licensee, as the context requires; “Parties” means MidAmerican and Licensee.

“Periodic Inspection” means any inspection done at the option of MidAmerican to review the safety and integrity of its Poles. Periodic Inspections do not include pre-construction activities, post construction inspections or Occupancy Surveys.

“Pole” means any pole owned by MidAmerican that is designed to carry electric distribution facilities.

“Service Drop” means any telecommunications line or Equipment that originates from and is attached directly to MidAmerican’s Pole and ends at a house or business.

“Survey” means all work including, but not limited to, engineering analysis, inspections, review of the design, strength and loading characteristics of the affected Pole(s), and performance of such tests, calculations, analyses, and other items reasonably necessary to calculate the Make-ready Work.

Article II. **SCOPE OF CONTRACT**

Section 2.01 Grant of License: Geographic Scope

Licensee's use of Poles shall be confined to the Attachments which MidAmerican may give Licensee prior written permission to install for the sole purpose of providing; communication (the "Permitted Purpose") services.

In the event Licensee intends to expand or modify its Permitted Purpose, Licensee shall provide at least ninety (90) days advance written notice to MidAmerican. Following receipt of such notice, MidAmerican shall determine in its sole discretion, consistent with 47 USC 224, 47 CFR 1.1401 et seq. and 199 IAC 25.1 et seq., whether to permit the modification or expansion and if permitted, whether this Contract shall be amended accordingly or whether Licensee shall be required to enter into a new contract. For Service Drop and over-lashing installation, Licensee shall provide Licensor with the notice requirements provided in Sections 5.04 and 6.09.

MidAmerican will permit Attachments only to poles or towers which are designed to accommodate MidAmerican's electric distribution facilities (15 kV or less). Nothing in this Contract shall be construed to obligate MidAmerican to grant Licensee permission to use any particular pole(s), duct(s) or tower(s).

Section 2.02 License Denial

The parties agree that License(s) shall not be issued to Licensee when Licensor determines, in its commercially reasonable discretion that such License(s) should be denied for (i) insufficient capacity, or (ii) for reasons of (a) safety, (b) reliability, or (c) generally applicable engineering purposes. Such denial shall be in writing delivered to the Licensee no later than 45 days after application submission. Such written denial shall include all relevant evidence supporting denial, and how such evidence relates to denial for lack of capacity, safety, reliability or engineering standards.

Section 2.03 Maintenance of Poles

Licensor assumes or accepts no responsibility or obligation to maintain its Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments.

Article III. **REQUIREMENTS FOR ATTACHMENT TO POLES**

Section 3.01 Location

Licensee shall locate Attachments only on the Pole as provided per Licensor's instructions.

Licensee shall not permit any other party to physically attach cables, facilities or equipment on MidAmerican's poles.

Section 3.02 Non-Interference

Licensee shall have the obligation and duty to verify that the Licensor's and other Licensee's service requirements will not be disrupted.

Article IV. **APPLICATION FOR PERMISSION TO INSTALL ATTACHMENT**

Section 4.01 Application Process Generally

Licensee shall not begin installing any of its Attachments, including, without limitation, any power supply equipment, to any of Licensor's Poles without first making application for a License and obtaining written approval of the License from Licensor as provided in Section 4.02.

Section 4.02 Application Process for Attachments

Licensee shall submit a completed Application, as provided in Exhibit D, for attaching or modifying any of its Attachments, identifying the Poles involved and such other information required in Exhibit D. Licensor shall timely notify Licensee of errors in an incomplete application and return the application to Licensee for resubmittal. The following provisions shall apply with respect to Licensee's Attachment requests, subject to applicable law:

- a. Survey. After Licensor's receives of a complete Application (a "Complete Application"), Licensor shall grant or deny an attachment request submitted by Licensee and provide Licensee written notification of acceptance or denial ("Application Notification").
- b. Estimate. If Licensor does not deny Licensee's Complete Application as set forth in Section 2.01, Licensor shall present to Licensee an estimate of charges to perform all Make-Ready Work (the "Estimate").
- c. Acceptance. Licensee shall be entitled to accept the Estimate by making payment to Licensor of the amount set forth in the Estimate (the "Make-Ready Payment"), 14 days after receipt of the Estimate.
- d. Make-Ready. If in the sole judgment of MidAmerican, the accommodation of any of Licensee's Attachments placement necessitates Make-ready Work, MidAmerican shall provide the estimated cost of the Make-ready Work in its response to the respective application.

In the event Licensee fails to complete installation of its Attachments within the prescribed time limit, MidAmerican may grant Licensee additional time to place Attachments upon the Pole(s) upon Licensee request, so long as Licensee has begun its installation. If Licensee has failed to begin installation within the one hundred eighty (180) day time period commencing the day following the conclusion of all Make-ready Work, the permission granted to Licensee shall automatically terminate and Licensee shall be required to reapply and receive permission to do so, all as prescribed in Section 4.02 as applicable to the initial application. Licensee's failure to actually install its Equipment, after it has received approval from MidAmerican, shall not constitute entitlement for any refund or reduction of fees or rental charges incurred for its proposed attachments. Licensee shall provide written notice to MidAmerican of its completion within five (5) Business Days of the actual installation.

Section 4.03 Disclosure of Applications

To the extent necessary to accommodate Licensee's Attachments or the Attachments of other Licensees, requests for access may be shared with all other Licensees.

Section 4.04 NESC Compliance

All Attachments, including temporary Attachments, shall comply with the current edition of the NESC, including, without limitation, Rules 232, 235, 238, 239, 264a and Section 43 and any other requirements of this Contract.

Article V. **LICENSEE'S USE OF POLES**

Section 5.01 Installed Attachments; Maintenance and Repairs by Licensee

Licensee shall, at its own expense, install all Attachments in a safe condition and maintain the same in good repair and Licensor's Distribution Standards and Conditions and any reasonable manner suitable to Licensor and so as not to conflict with the use of the Pole by Licensor. Only certified and trained electrical line workers authorized by Licensor may perform Licensor specified rearrangement or modifications of electrical facilities. Certification and training includes the qualifications to operate within and to create 40 inches of communication safety space. Additionally, only such certified and trained electrical workers shall service telecommunications facilities within the 40 inches of communications safety space or at any location on any pole where an electrical or mechanical hazard may be present. All persons performing work associated with Licensor's power facilities shall be trained and follow work procedures consistent with OSHA standards. Licensee shall be responsible for assuring its representatives, contractors or subcontractors are familiar with MidAmerican's pole standard tagging to identify the general condition of the pole at the ground line (Exhibit 1). Upon execution of this Contract, Licensor shall make available to Licensee on an annual basis a reasonably sufficient and up-to-date list of authorized contractors permitted to perform work and other duties outlined in this Section 5.01.

Section 5.02 Jointly Owned

Some of MidAmerican electric distribution poles are jointly owned with an incumbent telephone company, in addition to the terms and conditions of this Contract, the Applicant shall make application to, receive authorization from, and comply with all joint owner requirements pertaining to the installation of Licensee's facilities. Third party use of jointly owned poles requires the consent of all joint owners; MidAmerican may not unilaterally authorize the use of a jointly owned pole.

Section 5.03 Operation

When a License is issued pursuant to this Contract, Attachments shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the American National Standards Institute, Iowa Board Safety Rules, National Electrical Code (NEC), and the NESC, both of which are incorporated by reference in this Contract, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules, regulations, or orders now in effect or that may hereafter be issued by Licensor, Governmental Authority, or other authority having jurisdiction.

Licensee must furnish, own, install, operate and maintain Attachments at its own expense. In the event there are changes in any such requirements or specifications, including but not limited to changes in required clearances, Licensee shall modify its Equipment to comply with such changes at its sole risk and expense.

Section 5.04 Adjacent Facilities

Licensee recognizes that Licensor will need to use, or otherwise have access to, the Sites or the area surrounding the sites in conjunction with the operation and maintenance of Licensor's electric distribution system. Licensee agrees to subordinate its rights under this Contract in favor of Licensor's rights to perform necessary, emergency, or otherwise expedient operations on such surrounding or adjacent Facilities.

Section 5.05 Service Attachments

Licensee shall have the right to install Service Drops prior to, but still subject to, notice to MidAmerican. When Licensee installs Service Drops, Licensee must notify MidAmerican within thirty (30) days of the Service Drop. Service Drops attachments not reported to MidAmerican within thirty (30) days of installation will be treated by MidAmerican as unauthorized installations. If Licensee has not removed its Attachments or fails to contact MidAmerican requesting a reasonable extension within the five (5) Business Day period, or in the case of emergencies, within the period specified by MidAmerican, MidAmerican may remove Licensee's Equipment at Licensee's sole risk and expense, and Licensee shall pay, upon demand, for all costs thereby incurred by MidAmerican.

Article VI. **LICENSEE'S INSTALLATION RESPONSIBILITIES**

Section 6.01 Identification of Equipment

Licensee shall clearly mark each new Attachment with suitable identification as determined in advance by MidAmerican. Licensee's identification must be visible from the ground and not interfere with other facility identification.

Section 6.02 Grounding

Licensee, including its employees and contractors, shall not enter MidAmerican's electric utility space for any purpose including, but not limited to making connections to the MidAmerican neutral. If Licensee requires grounding on an existing Pole where a grounding conductor does not exist, Licensee shall request that MidAmerican install grounding at Licensee's sole expense. Licensee, its employees and its contractors, shall at all times exercise Licensee's rights and perform Licensee's responsibilities under the terms of this Contract in a manner that treats all MidAmerican electric facilities as energized.

Section 6.03 Nonconforming Equipment

If any Attachment is not placed and maintained in accordance with the requirements and specifications of Sections 4.04 and 5.03, MidAmerican will notify Licensee in writing. The notice shall include the address and pole location where the alleged violation occurred, a description of the alleged violation, and suggested correction action. Licensee shall have sixty (60) days to provide a plan for corrective action and provide MidAmerican with the date when the corrective action will be made or that the attachment is not Licensee's or that the violation was not caused by Licensee. Licensee shall have 180 days of the date of notification to correct the violation, unless good cause is shown in accordance with 199 IAC 25.4. If Licensee fails to follow the plan for corrective action and does not correct the attachment to conform to the electrical safety standards, MidAmerican reserves the right to correct the condition and such work shall be performed at Licensee's sole risk and expense.

Notwithstanding the foregoing, if MidAmerican determines the non-conforming Attachments pose an immediate threat to the safety of utility workers or the public, interfere with the performance of MidAmerican's service obligations, or pose an immediate threat to the integrity of MidAmerican's Poles, Equipment, or electric reliability, MidAmerican may perform such work, without prior notice, at Licensee's sole risk and expense. As soon as practicable thereafter, MidAmerican will notify Licensee in writing of the work performed. Licensee shall pay, upon demand, costs incurred by MidAmerican to correct the non-conforming Attachments.

Licensee is responsible for paying any sanctions MidAmerican incurs as a result of Licensee's failure to correct a violation.

Section 6.04 Pole Replacement for Licensee's Benefit

Where an existing Pole is prematurely replaced by a new Pole for the benefit of the Licensee, the Licensee shall reimburse MidAmerican for all costs, including, but not limited to, the cost to replace the Pole, transfer of existing MidAmerican Equipment, lower and haul of the existing Pole, and topping of the existing Pole when performed either as an accommodation to Licensee or as required by the NESC, Iowa Electric Safety Code or Board Rules. MidAmerican shall remove and may retain or dispose of its Pole. Any rental fees associated with Attachments shall not entitle Licensee to ownership or ownership rights of any part of the Poles.

Section 6.05 Mid-span Poles

Any Poles erected by Licensee shall not interfere with, or be in-line with MidAmerican's Poles, and shall not create a structure conflict as defined in the NESC, or the Iowa Electric Safety Code. If Licensee requires placement of a Pole in-line with any existing Poles ("i.e., a mid-span Pole"), Licensee shall notify MidAmerican of its need and MidAmerican shall determine whether it is reasonable to place Pole facilities in such location. Licensee shall pay, upon demand, MidAmerican for all costs incurred by MidAmerican in installing such additional Poles. MidAmerican will have sole ownership of the mid-span Pole and Licensee will pay rental fees to MidAmerican in accordance with Section 7.01 and the attached Exhibit A.

Section 6.06 Vegetation Management

All initial vegetation management in connection with the initial placement of wires or other Equipment shall be accounted for as part of the Make-ready Work undertaken entirely by the party placing the Attachments and associated Equipment at such party's sole risk and expense. Vegetation management must be conducted following safety guidelines set forth in ANSI Z133.1, Section 4 Electrical Hazards. Appropriate minimum approach distances shall be maintained at all times. If work cannot be accomplished within the minimum approach distance, Licensee shall contact MidAmerican for further directions. Unless agreed to otherwise, each Party shall be responsible for any and all vegetation management related to Licensee's Equipment attached to Poles. If Licensee fails to fulfill its obligations of this section, MidAmerican shall provide written notice to Licensee that if the issue is not resolved within thirty (30) days, MidAmerican will perform the required remedy at Licensee's sole risk and expense.

Section 6.07 Third-party Consents, Permits, Licenses, or Grants

Licensee shall be solely responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses or grants necessary for the lawful exercise by Licensee of the permission granted by MidAmerican. MidAmerican, at any time, may require Licensee to submit written documentation of compliance with this Section. Upon notice from MidAmerican to Licensee that necessary permission for the use of any Pole or Poles has expired, or has not been secured from property owners or public authorities, any permission granted covering the use of such Pole or Poles shall immediately terminate and Licensee shall remove its Attachment and associated Equipment from the affected Pole or Poles within sixty (60) days of said notice, or within the period required by the property owners or public authorities, whichever is shorter. If Licensee has not removed its Equipment within said period, MidAmerican may remove Licensee's Equipment from such Poles without incurring any liability and Licensee shall, upon demand, pay MidAmerican all costs incurred by MidAmerican in the removal of Licensee's Equipment.

Section 6.08 Facility Modifications by Licensor

Licensor will not be required to provide advance notice for Facility modifications made by reason of emergency or routine maintenance activities but shall provide twenty (20) days advance notice for non-routine maintenance. Where Licensor must replace or relocate a Pole and such replacement or relocation is not caused by the addition of a new Attachment, an emergency or routine maintenance, Licensor shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer Attachments within sixty (60) days of receiving notice that the new Pole is in place. Where MidAmerican replaces its Pole and cannot remove the replaced Pole due to Licensee's Attachment, MidAmerican shall remove the top of the Pole to allow the Licensee to relocate its Attachment to the new Pole and make a return trip to remove the replaced Pole. Licensee shall reimburse MidAmerican for the reasonable costs incurred for the return trip.

Section 6.09 Over-lashing

Licensee shall notify MidAmerican seven days (7) prior to over-lashing its Equipment to any existing Attachments or other Equipment already attached to Pole(s) by providing an e-mail containing the information requested in Exhibit D. Licensee must ensure that all Attachments are installed and maintained in compliance with all provisions of the NESC in effect at the time of installation and in accordance with Sections 4.04 and 5.03.

Section 6.10 Removal of Attachments by Licensee

Licensee may at any time remove its Attachments from any of the Poles and, in each case; Licensee shall immediately give MidAmerican written notice of such removal. Inspection fees will apply to notices to remove Attachments pursuant to the Fee Schedule in Exhibit A. Removal of the Attachments from any Pole shall constitute a termination of Licensee's right to use such Pole. Licensee shall not be entitled to a refund of any rental on account of any such removal. When Licensee removes Attachments, the applicable Attachment count will be reduced in the next annual billing cycle following Licensee's proper notice to MidAmerican of the removal.

In the event the Licensee abandons any Attachment and associated Equipment and fails to notify MidAmerican in writing of such abandonment, MidAmerican may remove Licensee's Attachment(s) and associated Equipment from such Poles without incurring any liability and Licensee shall, upon demand, pay MidAmerican all costs incurred by MidAmerican in the removal of Licensee's Equipment.

Section 6.11 Damage to Equipment

Licensee shall exercise all necessary precautions to avoid causing damage to MidAmerican's Poles, Equipment and third party Equipment; Licensee shall assume responsibility for any and all loss from any such damage and shall reimburse MidAmerican for the entire expense incurred in making repairs, loss of revenue and legal claims as a result of the damages.

Section 6.12 Inspections and Occupancy Survey

(a) *Inspections.* MidAmerican shall have the right to perform an Inspection of each of Licensee's Attachments and other Equipment upon and in the vicinity of MidAmerican Poles at any time. Except for routine periodic inspections, MidAmerican may charge Licensee for the expense of any such Inspections, including Inspections for Make-ready Work, pre-construction Inspections, Inspections during installation of Licensee's equipment, post-construction Inspections, and any other Inspections requested by the Licensee or deemed necessary by MidAmerican. The frequency of periodic Inspections will be determined in MidAmerican's reasonable discretion.

(b) *Occupancy Survey.* MidAmerican may conduct an Occupancy Survey any time after the effective date of this Contract and not more often than every fifth year subsequent to each such Occupancy Survey. MidAmerican shall give Licensee at least thirty (30) days prior notice of such Occupancy Survey. Licensee shall advise MidAmerican if Licensee desires to participate in the planning scope of the Occupancy Survey with MidAmerican not less than fifteen (15) days prior to the scheduled date of such Occupancy Survey. MidAmerican shall provide Licensee with a summary report of such Occupancy Survey within a reasonable time after its completion. The inventory data from MidAmerican's Occupancy Survey shall be used to update MidAmerican's Attachment billing records where applicable. Licensee shall make any objections to the inventory data within sixty (60) days of receipt of the summary report or such objections shall be waived. Objections raised to inventory data from an Occupancy Survey shall be resolved pursuant to Section 7.06, Dispute Resolution, below. Licensee shall reimburse MidAmerican for Licensee's portion of MidAmerican's expenses incurred in performing the Occupancy Survey, which expenses shall be allocated among all attaching parties, including MidAmerican, if applicable, based on each count of Attachments inventoried.

Section 6.13 Tax Liability

Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against MidAmerican's Poles or property resulting from use by Licensee. If Licensee should fail to pay any such tax or assessment on or before the date such tax or assessment becomes delinquent, MidAmerican, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse MidAmerican for the full amount of tax and any penalties so paid.

Article VII. **FEE SCHEDULE**

Section 7.01 Fee Schedule

Licensee shall pay, as set forth on Exhibit A, (a) an Attachment application fee ("Application Fee") at the time it files a Complete Application. The costs for Surveys are included in the Application Fee provided for in Exhibit A.

Licensee shall pay each year the Pole Attachment fees (“Annual Pole Attachment Fee”) set forth in Exhibit A for each of its Attachments as determined by Licensor in accordance with Licensor’s internal records. The parties acknowledge and agree that the Annual Pole Attachment Fee is a reasonable rate given the size, location, amount of space used, and nature of the Attachment(s) and was negotiated at arm’s length in good faith. Licensee’s equipment attached for a portion, but not the entirety of, a calendar year will be pro-rated for such year for the purpose of calculating the Attachment fee for such year. As soon as practicable after the end of each calendar year, Licensor will provide to Licensee an invoice setting forth the amount of the fees for all Attachments during the current calendar year. The amount due under each invoice shall be due to Licensor within forty-five (45) days after the date of the applicable invoice.

The rental rate, the components of the rental rate, and the methodology employed to determine the rental rate specified in the Fee Schedule (Exhibit A) of this Contract, may be modified or replaced at MidAmerican’s option, upon sixty (60) days written notice to Licensee and subject only to limitations imposed by Applicable Law.

Licensee will be required to pay in advance of making any Attachment the estimated cost for all Make-Ready Work necessary to accommodate access or modification to Poles or other Facilities for an Attachment, including, without limitation, the cost of any Pole replacement.

Section 7.02 Unauthorized Attachments

Licensee shall not make Attachments to MidAmerican’s Poles without obtaining MidAmerican’s written permission as provided for in this Contract. MidAmerican may charge Licensee the amounts contained in the Fee Schedule attached in Exhibit A upon the discovery of unauthorized Attachments, on each Pole, belonging to Licensee. The imposition of such charges shall be without prejudice to MidAmerican’s right to utilize additional other remedies, including, but not limited to, the remedies available for default under Article X of this Contract and any remedies available under FCC rules. The Licensee may avoid unauthorized attachment fees, except back rent, if it self-discloses unpermitted attachments and provides an application for said attachment permits prior to MidAmerican’s discovery.

Section 7.03 Billing and Payments

MidAmerican shall send invoices to Licensee via regular U.S. Mail at the address specified below, or at such other address as Licensee may designate from time to time in writing. Licensee shall pay all charges within forty-five (45) days of the invoice date. Late charges and interest shall be imposed on any delinquent amounts as specified in Section 7.04.

In the event Licensee disputes an invoice, Licensee shall provide written notice of the dispute to MidAmerican within forty-five (45) days of the date of the disputed invoice, otherwise Licensee shall forfeit its right to dispute the invoice. Notice shall include an explanation of the Licensee’s dispute. MidAmerican reserves the right to impose late fees and/or interest as specified in Section 7.04 in the event the dispute is unfounded.

Licensee’s billing address:

City of West Des Moines
Attn: Christine Gordon
4200 Mills Civic Parkway

West Des Moines, IA 50265

Section 7.04 Interest on Late Payments

All amounts payable under the provisions of this Contract shall, unless otherwise specified, be payable within forty-five (45) days of the invoice date. An interest charge at the maximum rate allowed by applicable law shall be assessed against all late payments.

Section 7.05 Adequate Assurances

MidAmerican shall have the right to request adequate assurances from Licensee, including, but not limited to, the posting of security, collateral or a cash deposit, in the event, the credit rating of Licensee falls below the rating level of BBB- by Standards and Poor's and Baa by Moody's. In the event of a credit rating downgrade below the levels outlined above, MidAmerican may demand adequate assurances from Licensee in a form acceptable to MidAmerican within ten (10) Business Days.

Article VIII. **INDEMNIFICATION; LIMITATIONS OF LIABILITY; WARRANTIES**

Section 8.01 Indemnification/Release

To the fullest extent permitted by law, Licensee shall indemnify, protect, and hold harmless MidAmerican and its directors, officers, employees and agents (collectively, the "MidAmerican Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the MidAmerican Indemnified Parties resulting from Licensee's, or arising out of Licensee's negligence, any act, omission, fault, or any negligence, any act omission, fault of Licensee's employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Licensee's obligations under this Contract or in any way related to this Contract except to the extent that such claim, demand, loss, cause of action, or costs arises from MidAmerican's gross negligence or willful misconduct. Licensee shall also indemnify and release, protect and hold harmless the MidAmerican Indemnified Parties from and against any and all claims, demands, causes of action, costs (including attorneys' fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of MidAmerican undertaken in furtherance of the purposes of this Contract, except to the extent such claims, costs and damages arise from the gross negligence or willful misconduct of MidAmerican. In addition, Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought against MidAmerican, or its successors or assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with MidAmerican's service to MidAmerican's customers which may be caused, or which may be claimed to have been caused, by any action of Licensee. Licensee shall pay and satisfy any judgment or decree which may be rendered against MidAmerican, or its successors or assigns, in any such suit, action, or other legal proceeding; and further, Licensee shall reimburse MidAmerican for any and all legal expenses, including attorneys' fees, incurred in connection therewith, including appeals thereof. Licensee hereby releases MidAmerican from any liability for damage to Equipment or for any interruption, discontinuance or interference with Licensee's service to its customers, caused by or resulting from such removal, including damages caused by MidAmerican's negligence.

Section 8.02 Warranty

MidAmerican warrants that its work in constructing and maintaining the Pole(s) covered by this Contract shall be consistent with prudent utility practices. **MIDAMERICAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Under no circumstances shall MidAmerican be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

Article IX. **INSURANCE AND BOND**

Section 9.01 Insurance

Prior to beginning Attachment to or placement on Licensor's Facilities, and at all times during the term of the License and this Contract, the Licensee shall, at its own expense, maintain such insurance as will protect Licensee from liability and claims for injuries and damages which may arise out of or result from the Licensee's operations under the Contract and for which Licensee may be legally liable, whether such operations are by Licensee or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Licensor intends that this Contract shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of Licensee and Licensor, but without restricting or waiving any obligations of Licensee herein contained, Licensee shall insure the risks associated with the work and this Contract with minimum coverage's and limits as set forth below:

a. Commercial General Liability Insurance, written on an Occurrence Basis with limits not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate (on a per location and/or per job basis) Bodily Injury and Property Damage, including the following coverage's:

- Premises and Operations Coverage
- Independent Contractor's Coverage
- Contractual Liability covering liabilities assumed under this Contract
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability endorsement
- Personal Injury Liability, including Contractual

b. Workers' Compensation Insurance and Occupational Disease Insurance (or maintenance of a legally permitted and governmentally-approved program of self-insurance) in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits not less than:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Accident	\$500,000	Each Employee

And covering location of all work places involved in this Contract.

c. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits of \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits, including Sudden and Accidental Pollution Liability, as appropriate.

4. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence / aggregate where applicable to be excess of the coverage and limits required in a, b and c. above.

All above policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Licensor, its parents, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, employees, servants and insurers, it being the intention of the parties that the insurance as affected shall protect all parties.

All required insurance policies shall provide that the policy is primary and will not contribute with any policy carried by Licensor.

MidAmerican Energy Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, employees and servants shall be named as an additional insured in each of Licensee's insurance policies, except statutory Workers' Compensation. Licensee shall be permitted to self-insure any or all of the insurance required under this Contract.

Section 9.02 Proof of Compliance

Licensee shall provide written proof of current compliance with this Article in a form acceptable to MidAmerican on an ongoing basis. Licensee's proof shall also contain written verification from its insurance provider that Licensee's insurance shall not be terminated, reduced or cancelled unless MidAmerican is provided advance notice of not less than thirty (30) days.

Section 9.03 Bonding

MidAmerican may require Licensee to furnish a bond to cover the faithful performance by Licensee of its obligations hereunder. Any such bond shall be issued by a commercial bonding company selected by Licensee and satisfactory to MidAmerican; shall not be subject to termination or cancellation except upon one hundred twenty (120) days prior notice to MidAmerican; shall be in such form and in such amount as MidAmerican shall specify from time to time; and, subject to termination or cancellation, shall be maintained in full force and effect throughout the term of this Contract, including any renewals thereof. Such bond shall be furnished within ninety (90) days written notice to Licensee by MidAmerican. The furnishing of a bond shall not relieve Licensee of any of its obligations under this Contract, and the bond shall not be released until all of Licensee's obligations under this Contract have been discharged.

Article X. **TERM, DEFAULT AND TERMINATION**

Section 10.01 Term and Termination

This Contract shall be for a period of five (5) years. Thereafter, this Contract shall continue until terminated as follows: (a) by mutual consent, or (B) by either party by giving the other party at least sixty (60) days' prior written notice of its intent to terminate, or (c) by a party if the other party (i)

terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

On the date of termination specified in such notice, all rights and privileges of Licensee hereunder shall cease; provided however that Licensee shall not be released from any liability hereunder, which may accrue or be accruing or which arises out of any claim that may have accrued or may be accruing at the time of termination. Should Licensee fail to remove its Equipment within such agreed upon period, MidAmerican may remove and dispose of Licensee's Equipment at Licensee's sole risk and expense.

Section 10.02 Default

The following shall constitute a default hereunder if not cured within thirty (30) days following notice: (a) any material breach of this Contract; (b) violation of the Iowa Electric Safety Rules and has not provided a compliance plan pursuant to 199 IAC 25.4; (c) the appointment of a receiver to take possession of all of the assets of Licensee; (d) a general assignment for benefit of creditors; (e) any action taken or suffered by Licensee under any insolvency or bankruptcy act.

Section 10.03 Notice of Default/Cure Period

The non-defaulting Party shall provide written notice of the default to the other and the defaulting party shall have thirty (30) days from receipt of said notice to cure the default.

Section 10.04 Remedies for Default

MidAmerican may utilize any and all remedies available to it at law and in equity in the event Licensee fails to cure a default within the time period set forth above. Such remedies may include, without limitation: (a) refusal to authorize any additional Attachments until the default is cured; (b) termination, in whole or in part, of this Contract; (c) withhold amounts due to Licensee from MidAmerican pursuant to this Contract or another Contract; (d) cure the default at Licensee's sole cost and expense.

Article XI. **GENERAL PROVISIONS**

Section 11.01 Confidentiality

Additionally, each of the Parties agrees to keep strictly confidential the terms of this Contract, and not to disclose the same except: (a) to its employees, agents and representatives to the extent necessary to perform its obligations hereunder, (b) to the extent required by law or the rules of any regulatory agency, or (c) if compelled by order of any court or governmental agency of competent jurisdiction, provided that with respect to (b) and (c) above, the disclosing Party shall give the non-disclosing Party prompt prior written notice of any disclosure request, application for court order, court order or other governmental process, before making any disclosure and shall give the non-disclosing Party an opportunity to object to and seek to prevent or omit such disclosure.

Section 11.02 Business Ethics

Licensee, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Licensee's obligations under this Contract. In conjunction with its performance under this Contract, Licensee and its employees, officers, agents and representatives shall comply with, and cause its Subcontractor and its employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and codes prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010. Without limiting the generality of the foregoing, Licensee specifically represents and warrants that neither Licensee nor any Subcontractor, employees, officers, representatives or other agents of Licensee have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for MidAmerican or Licensee in connection with the obligation to be performed under this Contract. Licensee shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Licensee's compliance with this section. MidAmerican shall be permitted to audit such records as reasonably necessary to confirm Licensee's compliance with this section. Licensee shall immediately provide notice to MidAmerican of any facts, circumstances or allegations that constitute or might constitute a breach of this section and shall cooperate with MidAmerican's subsequent investigation of such matters. Licensee shall indemnify and hold MidAmerican harmless for all fines, penalties, expenses or other losses sustained by MidAmerican as a result of Licensee's breach of this provision. The Parties specifically acknowledge that Licensee's failure to comply with the requirements of this section shall constitute a condition of default under this Contract.

Section 11.03 Entire Contract

This Contract constitutes the entire Contract of the parties and **supersedes and terminates any prior contracts**. Any amendments hereto shall be in writing.

Section 11.04 Governing Law, and Jury Waiver

In the event of any matter or dispute arising out of or related to this Contract, it is agreed between the parties that the law of the State of Iowa (including statute of limitations provisions) will be given the interpretation, validity and effect of this Contract without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Notwithstanding the foregoing, should the dispute be subject to the exclusive jurisdiction of a regulatory body, including, but not limited to, the Federal Communications Commission, any such dispute will be heard in such regulatory body.

Section 11.05 Changes in Law

The Parties agree to negotiate in good faith any changes to this Contract necessitated to conform to changes in regulations or law.

Section 11.06 Severability

If any provision or part of this Contract is or becomes invalid under any applicable statute, regulation, or law and such invalidity does not materially alter the essence of this Contract with respect to either Party, the invalidity shall not render this entire Contract unenforceable and such provision or part shall be deemed void.

Section 11.07 Encumbrances

Licensee shall prevent any and all liens or other encumbrances from attaching, as result of Licensee's activities hereunder, to MidAmerican's property.

Section 11.08 Headings and Exhibits

The captions and headings herein are for convenience in reference only and not for interpretation purposes. All exhibits referred to herein and recitals are incorporated by reference.

Section 11.09 Force Majeure

Except for the payment of monies due under this Contract, neither Party shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations hereunder is caused by an event of Force Majeure, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fire, flood, freight embargos, civil disturbances or any other cause beyond the reasonable control of the party claiming Force Majeure. The Party claiming Force Majeure shall provide prompt written notice to the other Party and shall immediately commence default and so notify the other Party once it is reasonably practicable to do so.

Section 11.10 Assignments

Licensee shall not voluntarily or involuntarily assign, transfer, sublease or sublet this Contract, in whole or in part, or any right, privilege or obligation hereunder, without MidAmerican's prior written consent, at which time MidAmerican may require that the proposed assignee or successor enter into a new contract or other reasonable conditions. MidAmerican's consent shall not be unreasonably withheld. Approval of assignment may require application to remove from each pole by the Assignor and an application to attach to each pole by Assignee if the record of attachments is in dispute.

In the event Licensee changes its name or reorganizes its operations, Licensee may send MidAmerican a thirty (30) day notice of the name change or reorganization pursuant to Section 7.16. The notice shall include an acknowledgement form. If MidAmerican fails to return the acknowledge form within sixty (60) of such notice, the consent of the name change or reorganization shall be deemed granted and the Contract deemed updated to reflect the change.

Section 11.11 Waiver

Failure by either Party to enforce any of the terms or provisions of this Contract shall not be construed as a waiver hereunder.

Section 11.12 No Partnership

Nothing herein shall be construed to create a partnership, trust, joint venture, or association between the Parties.

Section 11.13 No Third Party Beneficiaries

This Contract shall not be construed for the benefit of any third party, including without limitation, customers of either Party.

Section 11.14 Attorneys' Fees

If either Party files any action or brings any proceeding against the other arising from or related to this Contract, the prevailing Party shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorneys' fees as it may have incurred in such suit, action, or other legal proceeding, together with other reasonable litigation expenses.

Section 11.15 Notices

Both Parties will provide notice to each other in writing and shall be considered given if personally delivered, transmitted by e-mail, facsimile, sent via overnight delivery, or via US Mail, shall be addressed to the Party to be notified at the addresses set forth below or at such other address as a Party may designate for itself from time to time by notice:

If to Licensor:

MidAmerican
3500 104th Street
Urbandale, IA 50322
Attn: Joint Use Administration
E-mail: crlane@midamerican.com

If to Licensee:

City of West Des Moines
Attn: Christine Gordon
4200 Mills Civic Parkway
West Des Moines, IA 50265
E-mail: Christine.gordon@wdm.iowa.gov

With a copy, which is not notice, to:

City of West Des Moines
Attn: Christine Gordon
4200 Mills Civic Parkway
West Des Moines, IA 50265

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized officers as of the date first herein written.

CITY OF WEST DES MOINES

MIDAMERICAN ENERGY COMPANY

Signed

Signed

Shane Emmert

Printed

Printed

Director, Electric Distribution Engineering

Title

Title

Date Signed

Date Signed



FEE SCHEDULE
EXHIBIT A

Initial set-up of Use Agreement \$1,000 (One time Administration Fee \$750, Application Fee \$250)

Additional Application Fee for Poles (up to 1 pole per application) and Conduit of \$10

The Pole attachment rental is \$5.00 ea./per pole, per pole year for sites in which Licensee shall utilize the usable, designated communications space on a distribution pole owned by MidAmerican.

The Pole Attachment Fee for the attachment of additional associated equipment (Licensee’s base station or cabinet mount equipment) or usage outside of designated communications space on a Pole will be determined upon review by Distribution Engineering. (Reference Exhibit 2-Drawing)

The Attachment Fee for street light poles owned by MidAmerican shall be assessed at a separate rate, to be determined at the reasonable discretion of MidAmerican upon review of the initial Application. The parties agree that this language may be replaced by the inclusion of a mutually acceptable fee schedule governing fees associated with said street light poles.

Poles designed to support both distribution and transmission may have a separate annual rental rate from distribution only Poles. The parties agree that this language may be replaced by the inclusion of a mutually acceptable fee schedule governing fees associated with said poles.

Make ready Work – per estimate basis

Unauthorized Attachment Charge

\$100.00 + Back Rent, per Pole

Back Rent shall consist of 5 years of rent at the current rental rate.

Conduit Rental Rate/per linear foot/per year

2018	\$3.47
2019	\$3.57
2020	\$3.68
2021	\$3.79
2022	\$3.91
2023	\$4.02

All amounts payable shall, unless otherwise specified, be payable within forty-five (45) days of the invoice date. An interest charge at five percent (5%) of the overdue amount shall be assessed against all late payments.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA SUPPORTING THE CITY ENTERING INTO A POLE ATTACHMENT CONTRACT WITH MIDAMERICAN ENERGY COMPANY

WHEREAS, The City of West Des Moines, along with public and private partners, has undertaken the Valley Junction Broadband Equity Pilot, which is designed to support the City's vision for universal broadband access in West Des Moines; and

WHEREAS, the City and its Pilot partners wish to expand the Pilot use of Wi-Fi equipment in the Valley Junction area, potentially attaching to MidAmerican utility poles; and

WHEREAS, MidAmerican is engaged in the business of providing electric service to customers, is a regulated utility and will require certain studies and agreements as a pre-cursor to the use of its utility poles; and

NOW THEREFORE; City Council of the City of West Des Moines authorizes the Mayor to sign the Pole Attachment Contract with MidAmerican Energy Company.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Passed and approved on the _____ day of _____, 2019.

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

DATE: October 7, 2019

ITEM: Termination of a Development Agreement between Chelious, LLC, Tea Times Two, LLC, Judy Ks, and the City of West Des Moines

RESOLUTION: Termination of Development Agreement

FINANCIAL IMPACT: Per the Development Agreement, 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 the Agreement. Therefore, Chelious, LLC issued a check in the amount of \$2,700, or 60% of the original Grant amount.

BACKGROUND: On June 12, 2017, the City Council adopted a resolution authorizing the execution of a Development Agreement between the City, Chelious, LLC, Tea Times Two, LLC, and Judy Ks for a mechanical update of their property at 232 and 234 5th Street. Chelious, LLC was the entity undertaking the project, and was approved for \$4,500 from the Regulatory Compliance Fund (RCF).

On August 12, 2019 staff notified the representative of Chelious, LLC that the Developer was in breach of the Agreement due to the sale of the property to another party. Following the notice of default, an immediate response from the Developer was received in an effort to timely cure the default and terminate the Agreement.

The Developer has paid the outstanding portion of the grant, and the City acknowledges receipt of payment.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution terminating the Development Agreement.

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>JDS</i>
Agenda Acceptance	<i>JA</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

Exhibit I - Resolution

Prepared by: K. Hernandez, City of West Des Moines Community and Economic Dev. PO Box 65320, WDM, IA 50265-0320 515-273-0770
When Recorded Return to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION NO. _____

RESOLUTION TERMINATING THE AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN CHELIOUS, LLC, TEA TIMES TWO, LLC, JUDY KS, AND THE CITY OF WEST DES MOINES

WHEREAS, on June 12, 2017, the City of West Des Moines, Chelious, LLC, an Iowa limited liability company (the “Developer”), Tea Times Two, LLC, an Iowa limited liability company, and Judy Ks, an Iowa sole proprietorship (collectively, the “Tenants”) entered into a Development Agreement (the “Agreement”) under the Regulatory Compliance Fund program; and,

WHEREAS, the Agreement imposed conditions on each party to the Agreement, which, if unfilled, would constitute a breach of the Agreement and may constitute an event of default; and,

WHEREAS, pursuant to Article V of the Agreement, in the event of a breach, the non-breaching party is required to provide notice to allow the breaching party an opportunity to cure its failure to perform; and,

WHEREAS, on August 12, 2019, City staff notified the representative of Chelious, LLC that the Developer was in breach of the Agreement due to the sale of the property to another party; and,

WHEREAS, following the notice of default by the City, an immediate response from the Developer was received in an interest to immediately cure the default and terminate the Agreement; and,

WHEREAS, the Developer has cured the default by paying the outstanding portion of the grant as a remedy, of which the City acknowledges receipt; and,

WHEREAS, the Developer, Tenants, and the City are released from their obligations under the Agreement, and the Agreement is hereby terminated.

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

1. Pursuant to Article V of the Agreement, the Developer was in breach of the Agreement, was notified by the City of said breach, has cured the breach in a timely manner, and desires to terminate the Agreement.
2. The Agreement is hereby terminated

PASSED AND ADOPTED this 7th day of October, 2019.

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

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

DATE: October 7, 2019


ITEM: Resolution – Releasing Lot 2 of Osmium West Plat 1 from the Development and Minimum Assessment Agreements between the City of West Des Moines and Microsoft Corporation for Project Osmium

FINANCIAL IMPACT: None


SYNOPSIS: In November, 2016 the City and Microsoft Corporation entered in to a Development Agreement for the construction of the Osmium data center. The parties also entered into a Minimum Assessment Agreement to ensure that the assessed taxable value of the data center is sufficient to provide adequate funding for bond reimbursement. The Development and Minimum Assessment Agreements included a portion of the property platted for the center that is owned by MidAmerican Energy Company and on which the electric substation is to be operated. Because Iowa code requires an electric utility to be assessed and taxed directly by the Iowa Department of Revenue, this portion of the property (Lot 2) should not have been included in the original Agreements. The attached Resolution removes Lot 2 from both the Development and Minimum Assessment Agreements for the purpose of taxation.

OUTSTANDING ISSUES: None.

RECOMMENDATION: Approve - Resolution releasing Lot 2 of Osmium West Plat 1 from the Development and Minimum Assessment Agreements between the City of West Des Moines and Microsoft Corporation for Project Osmium.

Lead Staff Member: Richard J. 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	N/A		
Date Reviewed			
Recommendation			

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES
RELEASING LOT 2 OF OSMIUM WEST PLAT 1 FROM THE DEVELOPMENT AND
MINIMUM ASSESSMENT AGREEMENTS BETWEEN THE CITY OF WEST DES
MOINES AND MICROSOFT CORPORATION FOR PROJECT OSMIUM**

WHEREAS, on or about November 14, 2016 the City of West Des Moines and Microsoft Corporation entered in to a Development Agreement as evidenced by a Memorandum of Agreement filed in Book 2016, Page 3961 in the Office of the Madison County, Iowa Recorder, as amended and shown in Book 2019, Page 258 in the Office of the Madison County, Iowa Recorder; and

WHEREAS, in conjunction with the Development Agreement, the parties executed a Minimum Assessment Agreement, dated on or about November 14, 2016 and filed in Book 2016, Page 3962 in the Office of the Madison County, Iowa Recorder; and

WHEREAS, the Development and Minimum Assessment Agreements included Lot 2 of OSMIUM WEST PLAT 1, an official plat of the City of West Des Moines, Madison County, Iowa, which is owned by MidAmerican Energy Company and on which electric utility substation is located and operated;

WHEREAS, as provided by Iowa code, as a utility, the property tax paid by MidAmerican Energy Company is centrally assessed by the State of Iowa and not assessed by Madison County, Iowa as contemplated by the Development and Minimum Assessment Agreements; and

WHEREAS, for the purpose of taxation, Lot 2 of OSMIUM WEST PLAT 1, an official plat of the City of West Des Moines, Madison County, Iowa should be released from the Development Agreement and Minimum Assessment Agreement.

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

1. Lot 2 of OSMIUM WEST PLAT 1, an official plat in the City of West Des Moines, Madison County, Iowa is released for the purpose of taxation from both the *Development Agreement between the City of West Des Moines and Microsoft Corporation for Project Osmium* as evidenced by the Memorandum of Agreement filed in Book 2016, Page 3961 in the Office of the Madison County, Iowa Recorder (as amended and shown in Book 2019, Page 258 in the Office of the Madison County, Iowa Recorder) and the Minimum Assessment Agreement dated on or about November 14, 2016 and filed of record in Book 2016, Page 3962 in the Office of the Madison County, Iowa Recorder.
2. No other property is released and from and no other changes are made to the Development Agreement or Minimum Assessment Agreement.
3. This Resolution shall be filed in the Office of the Madison County, Iowa Recorder.

PASSED AND APPROVED on this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

NO CHANGES FROM FIRST READING

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

DATE: October 7, 2019

ITEM: **Ordinance** – Approval of the second reading, waive third and adopt in final form the vacation of a portion of Booneville Road right of way.


FINANCIAL IMPACT: None

SYNOPSIS: Easements recorded on August 19, 1977 (Book 547, Pages 47 and 51) and October 4, 1977 (Book 547, Page 182) for the construction of Booneville Road contained inaccurate legal descriptions and do not encompass Boonville Road as-built. New Warranty Deeds reflecting the as-built location of Booneville Road have been provided by the property owners. The appropriate City staff have determined the original, inaccurate easements to be unnecessary surplus property that should be vacated to clear title for the affected property owners.



The attached ordinance vacates that portion of the right of way no longer needed for Booneville Road.

RECOMMENDATION:

Approve - Second reading, waive third reading and adopt in final form the Ordinance vacating a portion of Booneville Road right of way.

Lead Staff Member: Richard J. Scieszinski, City Attorney 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	09/11/2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WEST DES MOINES, IOWA VACATING A PORTION OF THE
BOONEVILLE ROAD RIGHT OF WAY**

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

SECTION 1. Pursuant to Title 7, Chapter 1, Section 10 of the West Des Moines Code of Ordinances, "VACATION AND DISPOSAL," it has been determined that the following City right-of-way is no longer necessary for public use and that vacation of the right-of-way will not deny access to abutting property:

That portion of Booneville Road, West Des Moines, Dallas County, Iowa, legally described as follows:

Book 547, Page 47: Commencing at the E $\frac{1}{4}$ corner of Sec. 22, T78N, R26W of the 5th PM Dallas County Iowa, thence S84°17'W 846.8 ft. to the point of beginning, thence S5°43'E 33.0 ft. thence S79°26'W 200.2 ft., thence S70°30 $\frac{1}{2}$ 'W 102.0 ft., thence S84°17'W 174.0 ft., thence S84°22'W 224.2 ft., thence S58°37'W 76.1 ft., thence N86°31 $\frac{1}{2}$ 'W 197.7 ft., thence N54°3'W 50.0 ft., thence N84°17'E 963.8 ft to the pint of beginning containing 0.65 acres, more or less, exclusive of present established highways.

Book 547, Page 51: Commencing at the E $\frac{1}{4}$ corner of Sec. 22, T78N, R26W of the 5th PM Dallas County Iowa, thence S84°17'W 1080.6 ft., thence S81°49'W 2141.3 ft., thence S61°24'W 703.5 ft., thence South 38.8 ft to the point of beginning, thence South 29.5 ft., thence S61°24'W 954.5 ft., thence S65°54'W 130.7 ft. thence S69°01'W 417.0 ft., thence S78°40'W 101.4 ft, thence N20°59'W 33.0 ft., thence S69°01'W 500.3 ft., thence S62°28'W 400.0 ft., thence S27°32'E 50.0 ft., thence S62°28'W 365.1 ft., thence North 56.4 ft., thence N62°28'E 739.0 ft., thence N69°01'E 1017.3 ft., thence N58°11 $\frac{1}{2}$ 'E 857.5 ft., thence N54°04'E 109.3 ft. to the point of beginning containing 0.59 acres, more or less, exclusive of present established highways.

Book 547, Page 182: Commencing at the E $\frac{1}{4}$ corner of Sec. 22, T78N, R26W of the 5th PM Dallas County Iowa, thence S84°17'W 1080.6 ft., thence S81°49'W 2141.3 ft., thence S61°24'W 703.5 ft to the point of beginning, thence North 79.7 ft., thence S59°22'W 665.2 ft., thence S61°24'W 356.2 ft., thence S65°12 $\frac{1}{2}$ 'W 247.0 ft., thence S69°01'E 167.9 ft, thence S70°48'W 320.2 ft., thence S70°27'W 200.1 ft, thence N89°11'W 107.7 ft, thence S68°26'W 212.5 ft. thence S52°05'W 305.0 ft, thence S60°38'W 313.1 ft, thence South 56.4 ft., thence N62°28'E 739.0 ft, thence N69°01'E 1017.3 ft, thence N58°11 $\frac{1}{2}$ 'E 857.5 ft, thence N54°04'E 109.3 ft, thence North 38.3 ft, to the point of beginning containing 2.41 acres, more or less, exclusive of present established highways.

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 Section 1-4-1 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 after its passage, approval and publication as provided by law.

PASSED AND APPROVED by this _____ day of September, 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 September, 2019.

Ryan T. Jacobson, City Clerk

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

Date: October 7, 2019

ITEM: The Preserve, Generally south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway – Amend Comprehensive Plan Land Use Map to designate Single Family Residential (SF), Medium Density Residential (MD), Neighborhood Commercial (NC), and Open Space (OS) land use and establish The Preserve Planned Unit Development and Agricultural/Open Space (OS) zoning – Raccoon River Land Company, LLC – CPA-004077-2018/ZC-004078-2018

RESOLUTION: Approval of Comprehensive Plan Land Use Map Amendment

ORDINANCE: Approval of First Reading of Ordinance

ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Raccoon River Land Company, LLC, is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning, with the establishment of a Planned Unit Development (PUD), for property located north and south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway. The applicant is proposing single family residential development, medium density development, and neighborhood commercial development on the property. Also, to be included within the PUD area in the future will be public facilities consisting of one or two parks, a fire station and a water tower. Access to the site will be via SW Grand Prairie Parkway, which is crossing through the ground encompassed in the PUD. The SW Grand Prairie Parkway extension is a city project and is currently under construction. A preliminary plat has not yet been developed for the site, so it is undetermined at this time how many single-family and medium-density units there will be with this development; however, given the acreage at maximum allowable density for each type of residential, there could be up to 1,740 single-family dwellings (290 ac x max 6 DU/ac) and up to 828 dwellings within the medium-density ground (69 ac x 12 DU/ac).

In addition, on behalf of the Iowa Natural Heritage Foundation, the City is proposing to designate Agricultural/Open Space zoning on ground that is owned by the applicant and is to be preserved from development.

Specifically, the following changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for approximately 16 acres (Section 34 Township 78 Range 26 SW) to change from Neighborhood Commercial to Medium Density Residential; and
- Amend the Comprehensive Plan Land Use Map for approximately 192 acres (Section 33 Township 78 Range 26 NE and Section 34 Township 78 Range 26 NE and NW) to change from Medium Density Residential and Single Family Residential to Open Space; and
- Amend the Comprehensive Plan Land Use Map for approximately 90 acres (Section 3 Township 77 Range 26 NW) from Medium Density Residential and High Density Residential to Single Family Residential; and
- Amend the Comprehensive Plan Land Use Map for approximately 79 acres (Section 3 Township 77 Range 26 NW) from Single Family Residential and High Density Residential to Medium Density Residential, Neighborhood Commercial and Agricultural/Open Space; and
- Designate Agricultural/Open Space (OS) zoning on 192 acres (Section 33 Township 78 Range 26 SW and Section 34 Township 78 Range 26 NE and NW) immediately south of the Raccoon River; and
- Designate Agricultural/Open Space (OS) zoning on approximately 112 acres (Section 32 Township 78 Range 26 NE, Section 28 Township 78 Range 26 NE and Section 33 Township 78 Range 26 NW) to the northwest of the 192 acres described above; and
- Establish The Preserve Planned Unit Development which includes:
 - Underlying zoning of Single Family Residential (R-1) zoning on approximately 290 acres (Section 3 Township 77 Range 26 NW, Section 33 Township 78 Range 26 SE and Section 34 Township 78 Range 26 SW) west of SW Grand Prairie Parkway; and

- Underlying zoning of Residential Medium Density (RM-12) zoning on approximately 50 acres (Section 34 Township 78 Range 26 SW) situated east of SW Grand Prairie Parkway; and
- Underlying zoning of Residential Medium Density (RM-12) zoning on approximately 19 acres (Section 3 Township 77 Range 26 NW) situated west of SW Grand Prairie Parkway; and
- Underlying zoning of Neighborhood Commercial (NC) zoning on approximately 19 acres (Section 3 Township 77 Range 26 NW and NE) situated east of SW Grand Prairie Parkway; and
- Underlying zoning of Agricultural/Open Space (OS) zoning on approximately 10.5 acres (Section 3 Township 77 Range 26 NE) situated east of SW Grand Prairie Parkway; and
- Underlying zoning of Residential Medium Density (RM-12) zoning on approximately 57 acres (Section 3 Township 77 Range 26 NE) situated east of SW Grand Prairie Parkway.

Plan and Zoning Commission Action:

Vote: 4-0 approval with Commissioners Costa and Erickson abstaining and Commissioner Crowley absent.

Date: September 23, 2019

Motion: Adopt a resolution recommending the City Council approve the proposed Comprehensive Plan Land Use Map Amendment

Motion: Adopt a resolution recommending the City Council approve the ordinance to create The Preserve Planned Unit Development

Plan & Zoning Commission Discussion: Misty Wittern Lee, an adjacent property owner to the south of the subject property, spoke about the request. She sent a letter to staff (attached as Exhibit IV) asking for a delay of a decision to allow her more time to review the request and the potential impact of the zoning changes to her adjacent property. Mrs. Wittern Lee was specifically concerned about the proposed single-family zoning directly adjacent to the office and commercial zoning that she has on her property. Aimee Staudt, representing Knapp Properties, owner of the Preserve property, stated the first part of the development will be single family on the north end of the site and there will be plenty of time to work through the details with the platting process. Staff stated that there is a street planned between the Preserve development and Mrs. Wittern Lee's property. Staff added that a buffer will be required between the south side of The Preserve and Mrs. Wittern Lee's property at the time of platting of the property, regardless of whether it is zoned high density or single family.

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 City Council Subcommittee – October 15, 2018
- Staff Review and Comment
 - *Buffers along SW Grand Prairie Pkwy*
 - *The Preserve Signage*
 - *Iowa National Heritage Foundation Conservation Easements*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval – Comprehensive Plan Amendment
- Staff Recommendation and Conditions of Approval – Rezoning

COMPREHENSIVE PLAN LAND USE AMENDMENT RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the Comprehensive Plan Land Use Map amendment as illustrated in Exhibit A attached to the resolution which results in approximately 90 acres of Single Family Residential (SF), approximately 73 acres of Medium Density Residential (MD), approximately 19 acres of Neighborhood Commercial (NC), and approximately 195 acres of Open Space (OS), subject to the applicant meeting all City Code requirements.

ZONE CHANGE RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive plan, the Plan and Zoning Commission recommends the City Council approve the first reading of the ordinance to change the zoning of the property to designate

Agricultural/Open Space (OS) zoning on 304 acres located north and south of the Raccoon River and establish The Preserve Planned Unit Development with underlying zoning of Single Family Residential (R-1), Residential Medium Density (RM-12), Neighborhood Commercial (NC) and Agricultural/Open Space (OS), subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP **BP**

Staff Reviews:

Department Director	UA
Appropriations/Finance	
Legal	JOS
Agenda Acceptance	A

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	September 18, 2019
Letter sent to surrounding property owners	September 19, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	October 15, 2018		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Plan and Zoning Commission Resolution – Comprehensive Plan Land Use Map Amendment
 - Exhibit A - Comprehensive Plan Land Use Map Amendment
- Attachment B - Plan and Zoning Commission Resolution – Zone Change
 - Exhibit A - Conditions of Approval
 - Exhibit B - Agricultural/Open Space Zoning Map
 - Exhibit C - Preserve PUD Boundary Map
- Attachment C - The Preserve PUD Ordinance (Moved to Exhibit IV)
- Exhibit II - City Council Resolution for Comprehensive Plan Land Use Map Amendment
 - Exhibit A - Land Use Map
- Exhibit III - Proposed Zoning Change
 - Exhibit A - Proposed Rezoning
- Exhibit IV - Proposed PUD Ordinance
 - Exhibit A - PUD Sketch Map
- Exhibit V - Letter from Adjacent Property Owner

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: September 23, 2019

Item: The Preserve, Generally south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway – Amend Comprehensive Plan Land Use Map to designate Single Family Residential (SF), Medium Density Residential (MD), Neighborhood Commercial (NC), and Open Space (OS) land use and establish The Preserve Planned Unit Development and Agricultural/Open Space (OS) zoning – Raccoon River Land Company, LLC – CPA-004077-2018/ZC-004078-2018

Requested Action: Recommend Approval of Comprehensive Plan Land Use Map Amendment and Rezoning

Case Advisor: Brian S. Portz, AICP *BP*

Applicant's Request: The applicant, Raccoon River Land Company, LLC, is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning, with the establishment of a Planned Unit Development (PUD), for property located north and south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway. The applicant is proposing single family residential development, medium density development, and neighborhood commercial development on the property. Also to be included within the PUD area in the future will be public facilities consisting of one or two parks, a fire station and a water tower. Access to the site will be via SW Grand Prairie Parkway, which is crossing through the ground encompassed in the PUD. The SW Grand Prairie Parkway extension is a city project and is currently under construction. A preliminary plat has not yet been developed for the site, so it is undetermined at this time how many single-family and medium-density units there will be with this development; however, given the acreage at maximum allowable density for each type of residential, there could be up to 1,740 single-family dwellings (290 ac x max 6 DU/ac) and up to 828 dwellings within the medium-density ground (69 ac x 12 DU/ac).

In addition, on behalf of the Iowa Natural Heritage Foundation, the City is proposing to designate Agricultural/Open Space zoning on ground that is owned by the applicant and is to be preserved from development.

Specifically, the following changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for approximately 16 acres (Section 34 Township 78 Range 26 SW) to change from Neighborhood Commercial to Medium Density Residential; and
- Amend the Comprehensive Plan Land Use Map for approximately 192 acres (Section 33 Township 78 Range 26 NE and Section 34 Township 78 Range 26 NE and NW) to change from Medium Density Residential and Single Family Residential to Open Space; and
- Amend the Comprehensive Plan Land Use Map for approximately 90 acres (Section 3 Township 77 Range 26 NW) from Medium Density Residential and High Density Residential to Single Family Residential; and
- Amend the Comprehensive Plan Land Use Map for approximately 79 acres (Section 3 Township 77 Range 26 NW) from Single Family Residential and High Density Residential to Medium Density Residential, Neighborhood Commercial and Agricultural/Open Space; and
- Designate Agricultural/Open Space (OS) zoning on 192 acres (Section 33 Township 78 Range 26 SW and Section 34 Township 78 Range 26 NE and NW) immediately south of the Raccoon River; and
- Designate Agricultural/Open Space (OS) zoning on approximately 112 acres (Section 32 Township 78 Range 26 NE, Section 28 Township 78 Range 26 NE and Section 33 Township 78 Range 26 NW) to the northwest of the 192 acres described above; and
- Establish The Preserve Planned Unit Development which includes:
 - Underlying zoning of Single Family Residential (R-1) zoning on approximately 290 acres

- (Section 3 Township 77 Range 26 NW, Section 33 Township 78 Range 26 SE and Section 34 Township 78 Range 26 SW) west of SW Grand Prairie Parkway; and
- Underlying zoning of Residential Medium Density (RM-12) zoning on approximately 50 acres (Section 34 Township 78 Range 26 SW) situated east of SW Grand Prairie Parkway; and
 - Underlying zoning of Residential Medium Density (RM-12) zoning on approximately 19 acres (Section 3 Township 77 Range 26 NW) situated west of SW Grand Prairie Parkway; and
 - Underlying zoning of Neighborhood Commercial (NC) zoning on approximately 19 acres (Section 3 Township 77 Range 26 NW and NE) situated east of SW Grand Prairie Parkway; and
 - Underlying zoning of Agricultural/Open Space (OS) zoning on approximately 10 acres (Section 3 Township 77 Range 26 NE) situated east of SW Grand Prairie Parkway; and
 - Underlying zoning of Residential Medium Density (RM-12) zoning on approximately 57 acres (Section 3 Township 77 Range 26 NE) situated east of SW Grand Prairie Parkway.

History: The majority of the property was annexed into the City in 2010 as a part of the Raccoon River annexation. Annexation of an additional 79 acres of ground was approved by the City Development Board on August 14, 2019. The property has not been previously platted.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on October 15, 2018 as an informational item only. Councilmembers had no comments and expressed no disagreement with the proposal.

Staff Review and Comment: This request was distributed to various City departments and outside agencies for their review and comment. There are no outstanding issues. Staff would note the following:

- **Buffers along SW Grand Prairie Pkwy:** Residential development will abut SW Grand Prairie Pkwy. Given the long-range intended capacity of the road, buffers are warranted to minimize impact on the adjacent residential dwellings. To preserve a natural prairie look that the applicant desires for the Preserve development, the PUD includes language that requires a 60' wide buffer with the minimum number of overstory trees typically required by code but does not require the installation of evergreen trees or shrubs which are less characteristic of a prairie.
- **The Preserve Signage:** The applicant is proposing a series of signs to identify the development at the gateways to the development (north and south ends of SW Grand Prairie Pkwy), boundary markers within the buffers adjacent to SW Grand Prairie Pkwy and ground monument signs at key full intersections with SW Grand Prairie Pkwy. These gateway and boundary marker signs are allowed to be up to eight feet (8') in height with The Preserve logo no greater than three (3) square feet in size. The signs may be illuminated and will be located within the 60' buffer. The monument signs may be up to seven feet (7') in height with a maximum of twelve (12) square feet of copy and setback a minimum of fifteen feet (15') from the ultimate right-of-way line of SW Grand Prairie Pkwy.
- **Iowa National Heritage Foundation Conservation Easements:** The Iowa National Heritage Foundation is the grantee of conservation easements on ground that is proposed with this action to be designated as Open Space on the Comprehensive Plan land use map and Agricultural/Open Space on the City Zoning map. The Deed of Conservation Easement that governs the areas states, *"the Conservation Areas are to be preserved in their natural, scenic, forested, and/or open space condition and to prevent any use of the Conservation Areas that would significantly impair or interfere with their conservation values."* Designating the easement areas as Open Space, as proposed, will help to preserve the easement areas as intended by the conservation easement. The Iowa National Heritage Foundation has been contacted about this land use amendment and rezoning request and has given their approval of the proposed Open Space land use and zoning designation to be applied to their easement areas.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is

consistent with the Comprehensive Plan in that the project is consistent with all the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On September 18, 2019, notice for the September 23, 2019, Plan and Zoning Commission and October 7, 2019, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on September 19, 2019.

Staff Recommendation And Conditions Of Approval – Comprehensive Plan Amendment: 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 to recommend the City Council approve the Comprehensive Plan Land Use Map amendment as illustrated in Exhibit A attached to the resolution which results in approximately 90 acres of Single Family Residential (SF), approximately 73 acres of Medium Density Residential (MD), approximately 19 acres of Neighborhood Commercial (NC), and approximately 202 acres of Open Space (OS), subject to the applicant meeting all City Code requirements.

Staff Recommendation And Conditions Of Approval – Rezoning: 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 to recommend the City Council approve the rezoning request to designate Agricultural/Open Space (OS) zoning on 304 acres located north and south of the Raccoon River and establish The Preserve Planned Unit Development with underlying zoning of Single Family Residential (R-1), Residential Medium Density (RM-12), Neighborhood Commercial (NC) and Agricultural/Open Space (OS), subject to the applicant meeting all City Code requirements.

Property Owner/Applicant: Raccoon River Land Company, LLC
C/o Knapp Properties
5000 Westown Parkway, Suite 400
West Des Moines, IA 50266
Attn: Aimee Staudt
aimee.staudt@knappproperties.com

Applicant's Representatives: Civil Engineering Consultants
2400 86th Street #12
Des Moines, IA 50322
Attn: Paul Clausen
clausen@ceclac.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution – Comprehensive Plan Amendment
Exhibit A	-	Comprehensive Plan Land Use Map Amendment
Attachment B	-	Plan and Zoning Commission Resolution – Rezoning
Exhibit A	-	Conditions of Approval
Exhibit B	-	Agricultural/Open Space Zoning Map
Exhibit C	-	Preserve PUD Boundary Map
Attachment C	-	The Preserve PUD Ordinance
Exhibit A	-	PUD Sketch Map

RESOLUTION NO. PZC-19-065

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 SINGLE-FAMILY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, NEIGHBORHOOD COMMERCIAL AND AGRICULTURAL/OPEN SPACE LAND USE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Raccoon River Land Company, LLC, and Development Services staff have requested an amendment to the Comprehensive Plan Land Use Map (CPA-004077-2018) to change the land use designation on ground as depicted on the attached Exhibit A as follows:

- Approximately 16 acres from Neighborhood Commercial (NC) to Medium Density Residential (MD); and,
- Approximately 192 acres from Medium Density Residential (MD) and Single Family Residential (SF) to Open Space (OS); and,
- Approximately 90 acres from Medium Density Residential and High Density Residential to Single Family Residential; and,
- Approximately 79 acres from Single Family Residential and High Density Residential to Medium Density Residential, Neighborhood Commercial and Agricultural/Open Space: 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 September 23, 2019, this Commission held a duly-noticed hearing to consider the application for Comprehensive Plan Amendment (CPA-004077-2018); and

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 to allow Single-Family Residential, Medium Density Residential, Neighborhood Commercial and Agricultural/Open Space land use is recommended to the City Council for approval.

PASSED AND ADOPTED on September 23, 2019.



Erica Andersen, 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 September 23, 2019, by the following vote:

- AYES: Andersen, Drake, Hatfield, Southworth
 NAYS:
 ABSTENTIONS: Costa, Erickson
 ABSENT: Crowley

ATTEST:


Recording Secretary

The Preserve



Unbranded

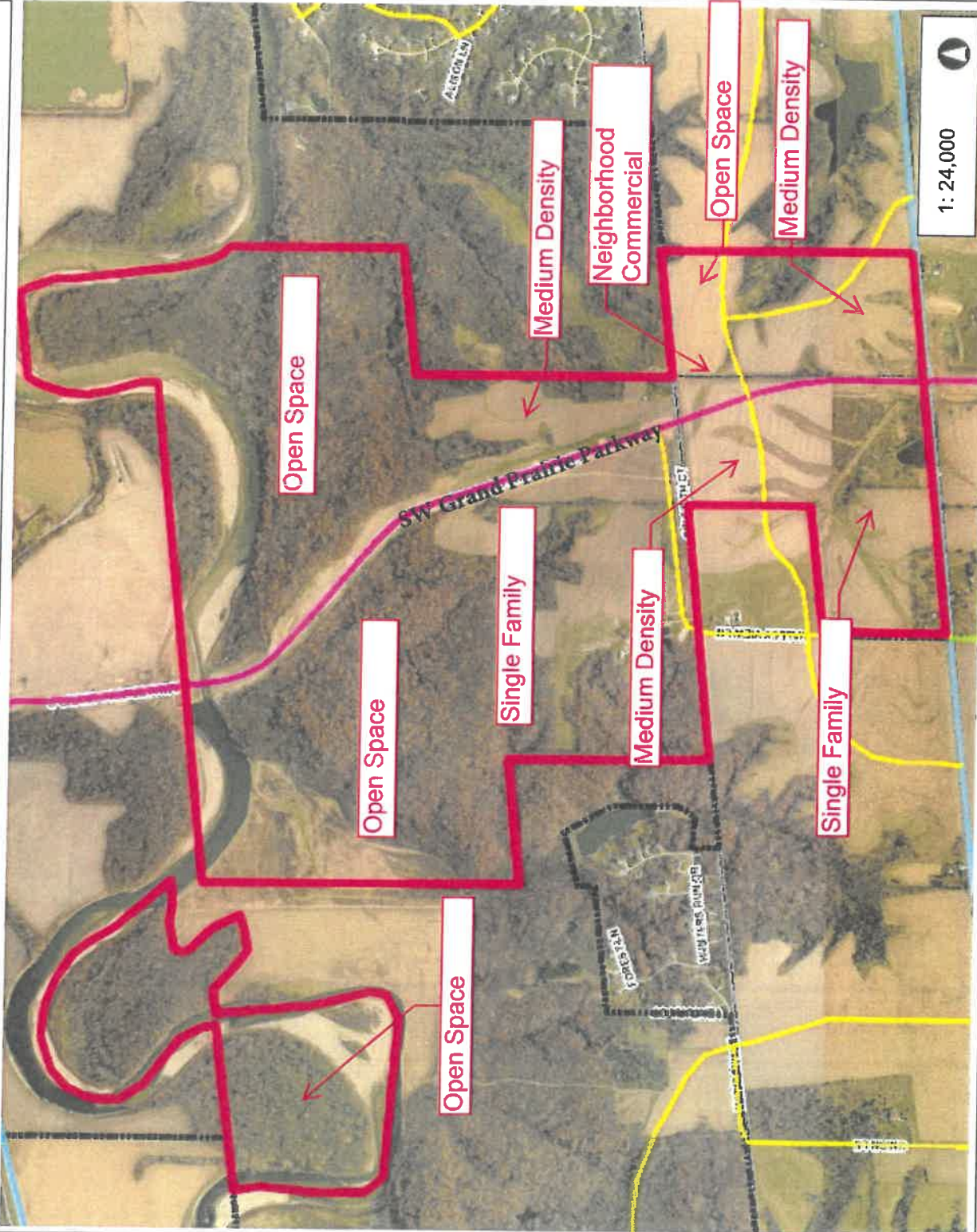
Sioux Falls

West Des Moines



Legend

- Ultimate Streets Draft
 - Freeway / Expressway
 - Major Arterial
 - Minor Arterial
 - Major Collector
 - Minor Collector
- Corporate Limits



1: 24,000



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

RESOLUTION NO. PZC-19-066

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING TO DESIGNATE AGRICULTURAL/OPEN SPACE (OS) ZONING AND ESTABLISH THE PRESERVE PLANNED UNIT DEVELOPMENT ON GROUND LOCATED NORTH AND SOUTH OF THE RACCOON RIVER AND ON BOTH THE EAST AND WEST SIDES OF SW GRAND PRAIRIE PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Raccoon River Land Company, LLC, has requested approval of a Rezoning Request for property located north and south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway to amend the Zoning Map and designate Agricultural/Open Space (OS) zoning as depicted on attached Exhibit B on 304 acres south and north of the Raccoon River and establish the Preserve Planned Unit Development with underlying zoning of Single Family Residential (R-1), Residential Medium Density (RM-12), Neighborhood Commercial (NC) and Agricultural/Open Space (OS); 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 September 23, 2019, this Commission held a duly-noticed hearing to consider the application for the Rezoning Request (ZC-004078-2018); and

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 September 23, 2019, or as amended orally at the Plan and Zoning Commission hearing of September 23, 2019, are adopted.

SECTION 2. REZONING REQUEST (ZC-004078-2018) to designate Agricultural/Open Space (OS) zoning and establish the Preserve Planned Unit Development (PUD) is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated September 23, 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 September 23, 2019.



Erica Andersen, 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 September 23, 2019, by the following vote:

AYES: Andersen, Drake, Hatfield, Southworth

NAYS:

ABSTENTIONS: Costa, Erickson

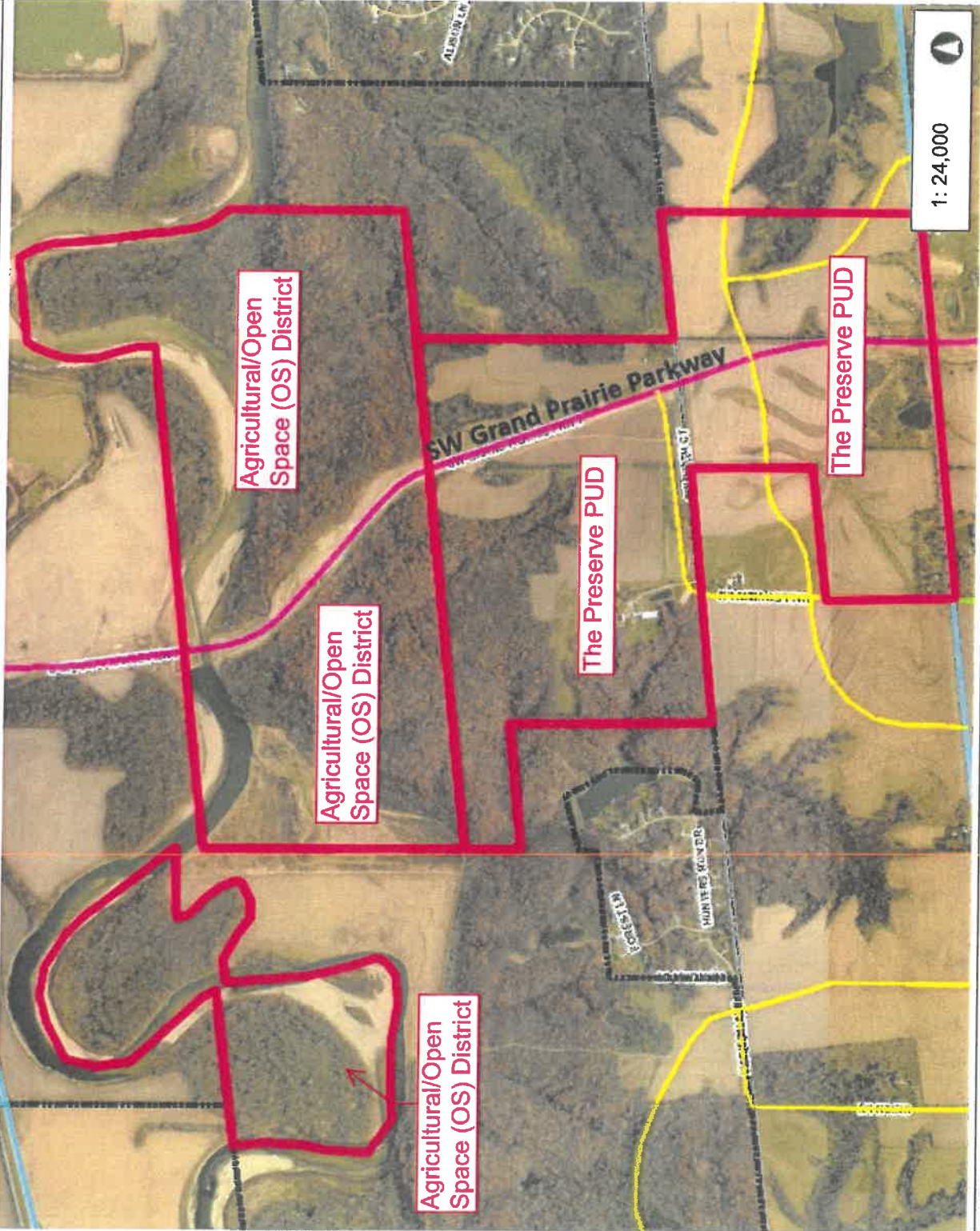
ABSENT: Crowley

ATTEST: 
Recording Secretary

Exhibit A: Conditions of Approval

No Conditions of Approval

The Preserve - Rezoning Map



Legend

Ultimate Streets Draft

- Freeway / Expressway
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector

Corporate Limits

Waukegan

West Des Moines



1:24,000



4,000.0 0 2,000.00 4,000.0 Feet

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

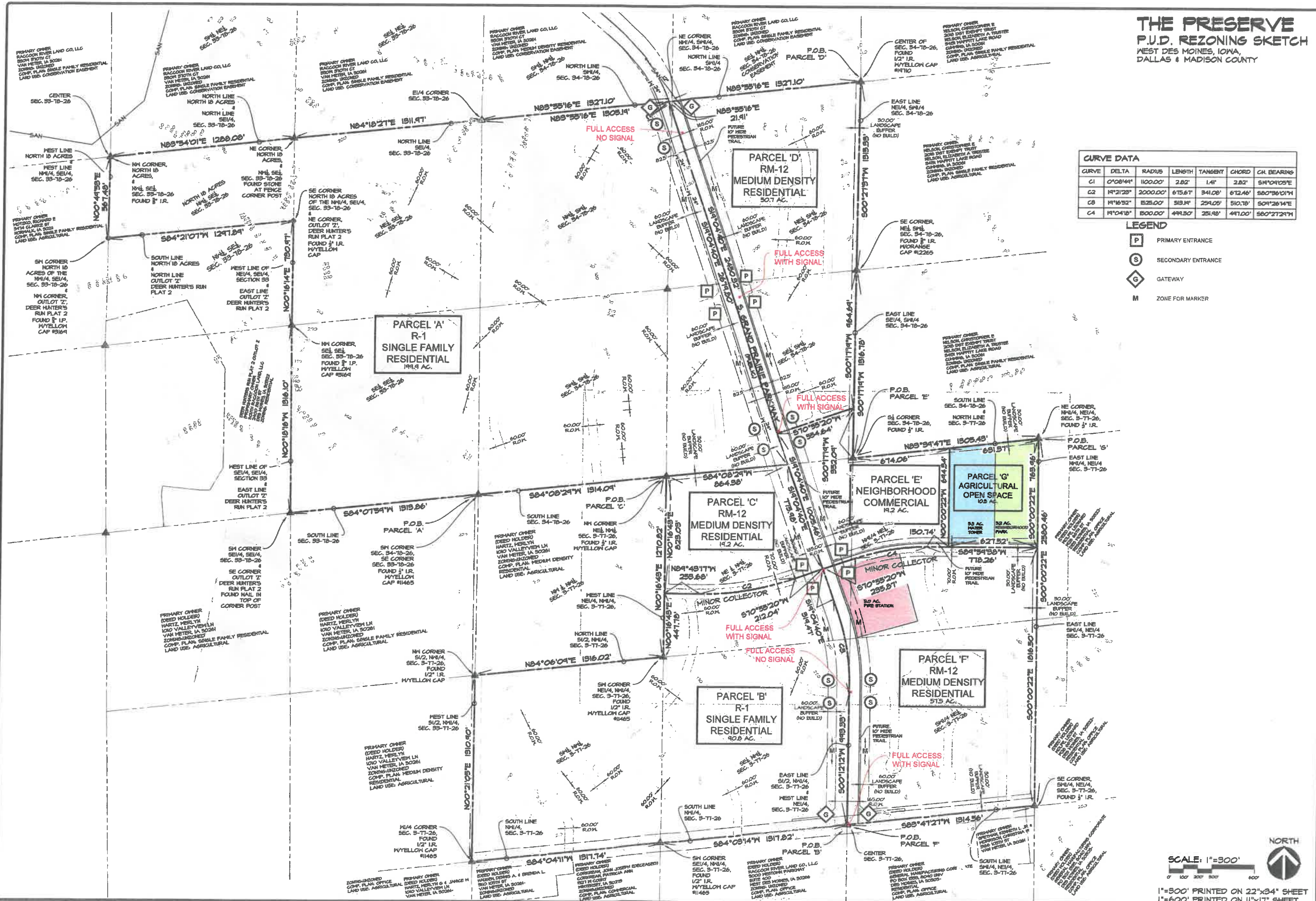
THIS MAP IS NOT TO BE USED FOR NAVIGATION

THE PRESERVE
P.U.D. REZONING SKETCH
WEST DES MOINES, IOWA,
DALLAS & MADISON COUNTY

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	0°08'44"	1100.00'	2.82'	1.41'	2.82'	S41°04'05"E
C2	1°12'28"	2000.00'	675.67'	341.08'	672.46'	S80°36'01"W
C3	1°16'52"	1525.00'	518.11'	259.05'	510.78'	S04°26'14"E
C4	1°10'41"	1500.00'	499.50'	251.98'	497.00'	S60°27'21"W

- LEGEND**
- P PRIMARY ENTRANCE
 - S SECONDARY ENTRANCE
 - G GATEWAY
 - M ZONE FOR MARKER



Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 • Fax: 515.276.7084 • mail@cecinc.com



REVISIONS

DATE	REVISIONS	COMMENTS
10-22-2016	1	
11-01-2016	2	
12-21-2016	3	
04-25-2014	4	
05-22-2014	5	
05-30-2014	6	

DATE: AUGUST 25, 2016
DATE OF SURVEY: DEC. 26, 2016
DESIGNED BY: JFC / TFC
DRAWN BY: PER 6

THE PRESERVE
WEST DES MOINES, IOWA, DALLAS & MADISON COUNTY
P.U.D. REZONING SKETCH

SCALE: 1"=500'
1"=600' PRINTED ON 22"x34" SHEET
1"=600' PRINTED ON 11"x17" SHEET

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, 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-004077-2018) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR SINGLE-FAMILY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL, NEIGHBORHOOD COMMERCIAL AND AGRICULTURAL/OPEN SPACE LAND USE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Raccoon River Land Company, LLC, property owner, has requested approval for a Comprehensive Plan Amendment to amend the Comprehensive Plan Land Use Plan for the property as illustrated in Exhibit A; 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 September 23, 2019, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment; and

WHEREAS, on October 7, 2019, this City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the hearing or as amended orally at the City Council hearing are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on October 7, 2019.

Steven K. Gaer
Mayor

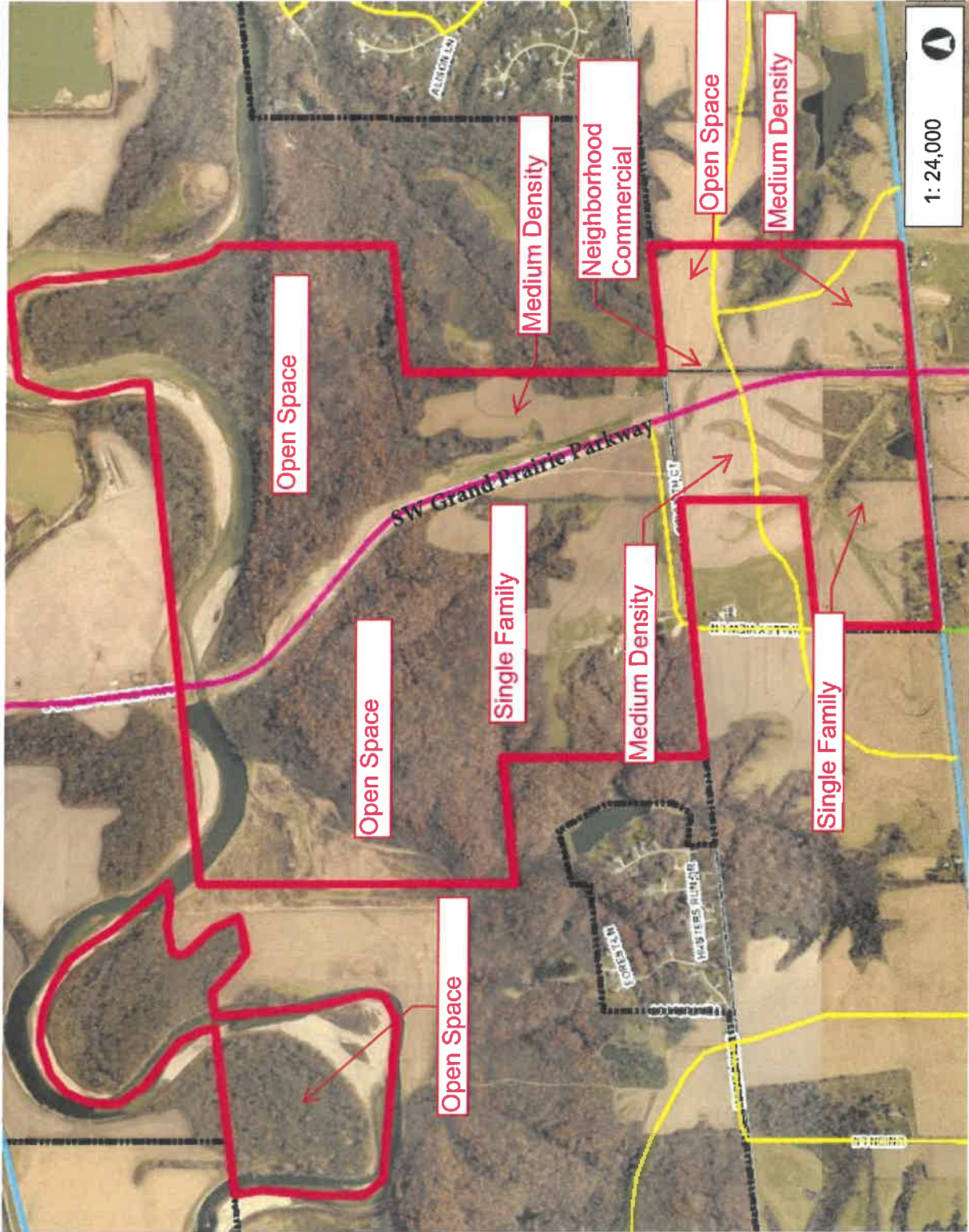
I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 7, 2019, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

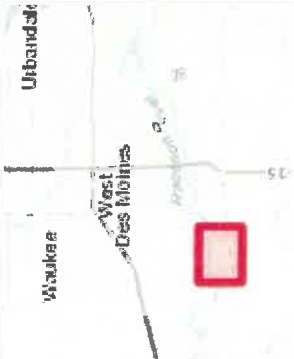


The Preserve



Legend

- Ultimate Streets Draft**
- Freeway / Expressway
 - Major Arterial
 - Minor Arterial
 - Major Collector
 - Minor Collector
- Corporate Limits**
- 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

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

ORDINANCE NO.

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 as illustrated in Exhibit A, by designating, in compliance with the adopted City of West Des Moines Comprehensive Land Use Plan, approximately 304 acres as Agricultural/Open Space (OS) District;

Legal Description

PORTIONS OF SECTIONS 27, 28, 32, 33, AND 34, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5th P.M., 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.

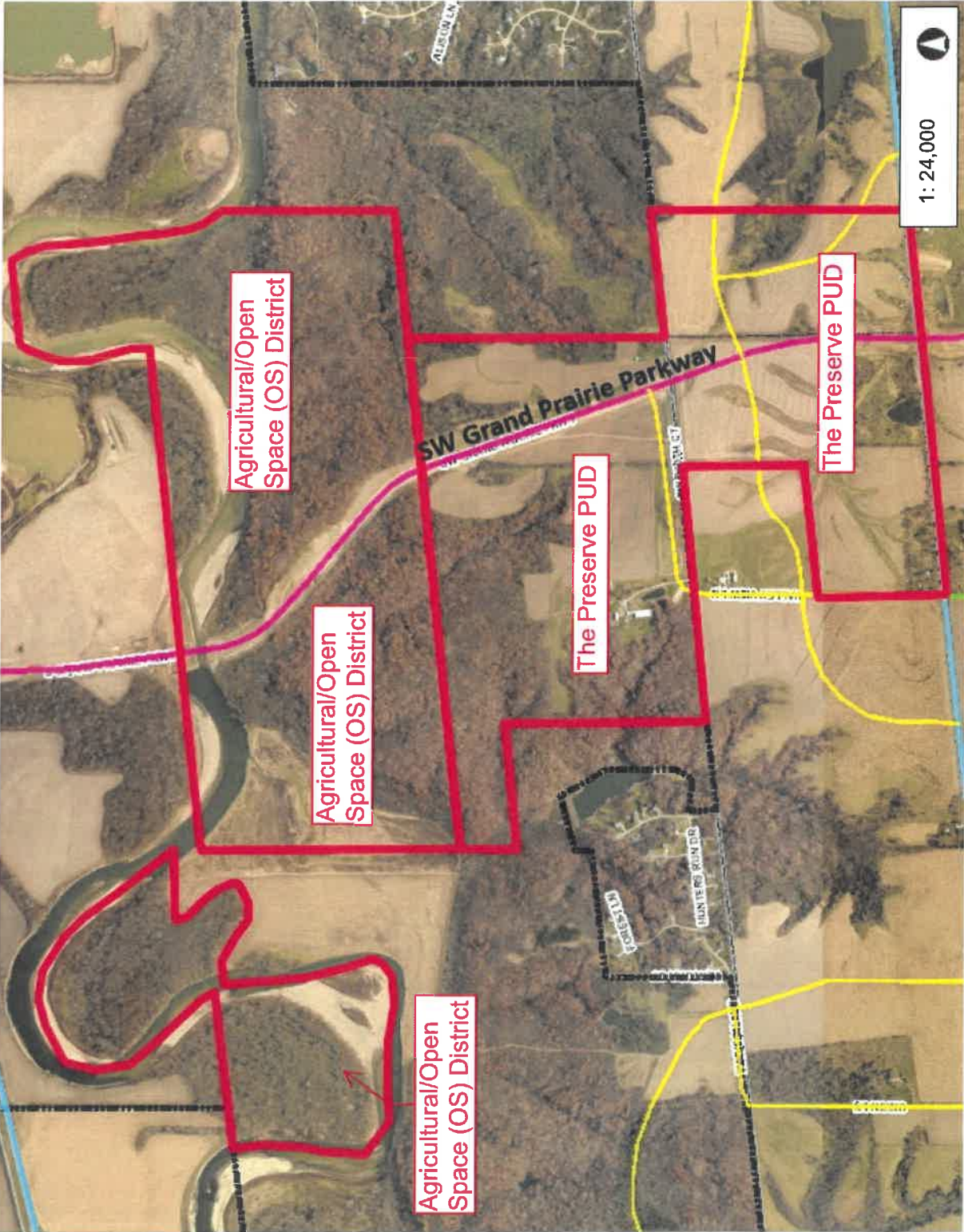
Approved and passed by the City Council on the _____ day of _____, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

The Preserve - Rezoning Map



1: 24,000

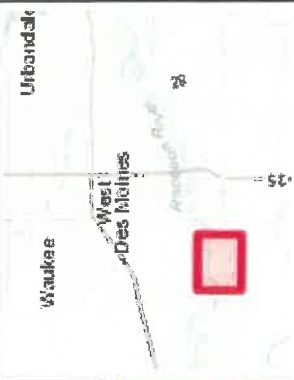
4,000.0 2,000.00 4,000.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City of West Des Moines, Iowa

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Ultimate Streets Draft
- Freeway / Expressway
 - Major Arterial
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Corporate Limits



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

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019 BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT: Amend the Zoning Map of the City of West Des Moines, Iowa, to change the zoning of the following legally described property from "Unzoned" to **The Preserve** Planned Unit Development (PUD):

Legal Description

THE SOUTHWEST 1/4 SECTION 34, AND EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, AND THE NORTH 18 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, ALL IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5th P.M., DALLAS COUNTY, IOWA, CONTAINING 253.8 ACRES MORE OR LESS.

AND

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 3 AND THE NORTHEAST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, ALL IN TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY, IOWA, CONTAINING 194.0 ACRES MORE OR LESS.

TOTAL ACREAGE = 447.8 ACRES

SECTION 2. SKETCH PLAN: Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan document for The Preserve PUD marked Exhibit "A". The Sketch Plan is a graphic representation of the property included in the PUD delineating the approximate location and configuration of the PUD Parcels for the purpose of easier reference for the applicable regulations of this Ordinance. Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail.

SECTION 3. REQUIRED PLANS: Prior to or in conjunction with development or transfer of ownership of any portion of the property covered by this PUD, the following plans shall be required:

- A. Preliminary Plat and Final Plat: The PUD area shall be platted in accordance with the City's Subdivision Ordinance. Outlots intended for private development must be re-platted through the

preliminary and final plat process in accordance with the associated zoning classifications prior to physical development unless its purpose is to provide for public utilities or publicly owned or accessible park ground, greenways, or other recreational amenities. Outlots within a plat shall have the proposed use clearly designated on the plat document.

- B. Development Applications (Site Plans): Site plans shall be submitted to the City of West Des Moines for review and approval prior to the development of the Residential Medium Density (RM), Neighborhood Commercial (NC) and for parks, fire station and water utility structures within Agricultural/Open Space (OS) zoned properties within the PUD area. Site Plans for all phases of development within The Preserve PUD must meet the intent of the approved PUD sketch. At the discretion of the Director of Development Services, an amendment to The Preserve PUD Ordinance may be required to bring consistency between the ordinance and site plan development proposed.

Unless otherwise specifically restricted by the City Council, ground work and construction of private roads and utilities may be started, at the developer's risk, upon approval of the preliminary plat by the City Council; however, no construction of structures, including footing and foundations shall be allowed prior to site plan approval. Public street and utility construction may begin, at the sole risk of the developer, after approval of the preliminary plat by the City Council and Public Improvement Plans by the City of West Des Moines.

SECTION 4. CONDITIONS: Whereas, Title 9, Chapter 9, Planned Unit Development District of the City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. In addition, the following conditions, restrictions, and regulations are adopted as part of this approval:

- A. General Conditions: In addition to the PUD Sketch Plan Map, the following general development criteria shall be integrated into and made a part of this planned unit development.
1. Flood Hazard: In all areas within a Base Flood (100 Year), or adjoining drainage ways, and detention ponding areas involving potential flood hazards, all buildings proposed to be located in a flood hazard area must be elevated and designed in accordance with the American Society of Civil Engineers publication ASCE 24 and no building shall be erected which has a minimum opening elevation (including top of window well) less than one foot (1') above the determined level of the Base Flood. In areas where historical high water levels are above the Flood Insurance Rate Map (FIRM) Base Flood Elevation or special conditions exist, the City may require a Design Flood Elevation be calculated and used as the Base Flood Elevation for determination of elevation requirements. Buildings shall only be permitted within twenty five feet (25') of any easement or property boundary of a major drainageway, storm water detention basin or pond if said location is approved as part of the development entitlement by the city council and said building is structurally designed accordingly.
 2. Developer Responsibility: Unless otherwise specifically approved by the City Council, the developer, its successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development as required by this Ordinance, and shall pay all costs related to approved site plans, which may include but is not limited to the cost of all streets, storm sewers, sanitary sewers, water mains and service lines, drainage-way improvements, detention basins, and other improvements as required. Unless otherwise provided for in a separate development agreement, at the time of subdivision platting within the PUD, the subdivider shall be responsible for construction and/or installation of all required public infrastructure improvements in accordance with the City's Subdivision Ordinance, as indicated herein, and/or as indicated on the approved The Preserve PUD sketch plan. With any subdivision plat within the PUD, the subdivider shall be responsible for constructing and/or installing the public infrastructure necessary to support development within the subdivision in a manner that will assure that the public infrastructure functions at an acceptable level of service (per the City's Comprehensive Plan) and that complies with all City Ordinances. No occupancy permits, either temporary or permanent,

shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and public improvements accepted by the City of West Des Moines. Nothing in this Ordinance shall be construed to prevent the developer, its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

3. Sanitary Sewer: Any proposed change in approved land use densities for the PUD will require an analysis of the downstream sanitary sewer capacity to assure that adequate capacity is available for the proposed change in approved land use densities.
4. Street Lighting: Unless otherwise provided for in a separate development agreement, the Developer shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted or included within a development.
5. Mailboxes: The Developer shall be responsible for installation of any required Cluster Box Units (CBUs) as per the local U.S. Postal Service Post Office.

SECTION 5. LAND USE DESIGN CRITERIA: In addition to the general criteria as stated above, the following land use regulations, development standards, and design criteria shall apply to the development of all areas designated on the Sketch Plan:

A. Parcels A and B: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Single Family Residential (R-1) district shall apply to any development proposal for these parcels, unless noted otherwise in this ordinance.

1. Buffers: A minimum sixty-foot (60') buffer park shall be required along SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of preliminary platting. The equivalent of one overstory tree shall be required per thirty five (35) linear feet of the sixty foot (60') buffer. Evergreen trees or shrubs shall not be required within the buffer. Installation of the buffer amenities shall occur prior to issuance of a building permit for any dwelling on the last 25% of lots within the platted area or when the first building permit for a lot immediately adjacent to the buffer is issued, with completion of installation of amenities within the entire buffer associated with the plat occurring prior to issuance of any occupancy permit for a dwelling that is part of the last 25% or adjacent to the buffer. If the time of the year prevents installation of the vegetation, to receive an occupancy permit for a dwelling, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first planting season after the issuance of the occupancy permit and prior to June 15th. The City reserves the right to refuse issuance of additional building permits until the buffer amenities are installed to the City's satisfaction.

2. Architecture: It is desired that building architecture through Parcels A and B should be varied and provide strong visual interest through the use of design, materials, and detailing. Side and rear building facades shall incorporate a minimum of two material types. One primary and one accent material comprised of a different material type, color, or texture than the primary material. Facades that face a public or private street shall incorporate a third material of brick or stone in a percentage that provides a strong visual presence. Masonry materials shall start and stop at an interior corner created by a change in wall plane or wrap corners a minimum of two (2) feet to give authenticity to the material. Materials, trim and details used on the front façade shall be continued around all sides of the building, however, the level of detail can be reduced on the facades not visible from a street (public or private) or adjacent properties surrounding the development.

B. Parcels C, D, and F: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Residential Medium Density (RM-12) district shall apply to any development proposal for these parcels, unless noted otherwise in this ordinance.

1. Parcel F, as shown on the sketch plan, shall include approximately 5 acres to be reserved for development of a fire station. The property will be required to be platted at the time that any portion of the adjacent parcels are platted. The fire station land shall be conveyed to the City by warranty deed free and clear of any and all liens and encumbrances including, but not limited to, all judgments, attachments, mortgage liens, mechanics liens, and other liens.
2. Buffers: A minimum sixty-foot (60') buffer park shall be required along both sides of SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of site planning for adjacent medium-density parcels. The equivalent of one overstory tree shall be required per thirty five (35) linear feet of the sixty foot (60') buffer. Evergreen trees or shrubs shall not be required within the buffer. Installation of the buffer amenities shall occur prior to issuance of a building permit for any dwelling on the last 25% of lots within the area subject to the site plan or when the first building permit for a dwelling immediately adjacent to the buffer is issued, with completion of installation of amenities within the entire buffer associated with the plat or site plan occurring prior to issuance of any occupancy permit for a dwelling that is part of the last 25% or adjacent to the buffer. If the time of the year prevents installation of the vegetation, to receive an occupancy permit for a dwelling, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first planting season after the issuance of the occupancy permit and prior to June 15th. The City reserves the right to refuse issuance of additional building permits until the buffer amenities are installed to the City's satisfaction.
3. Architecture: The intent is to encourage a sense of place by allowing the imaginative and efficient utilization of land that engages residents with the street and neighborhood. Building design should reinforce a sense of community by establishing a unique identity within a cohesive design theme. This can be accomplished by careful attention to building massing and human scale, choice of exterior building materials, details and site orientation. Porches are encouraged to be made a part of the front façade of dwellings to provide a useable outdoor room and promote community connectedness.

The following shall apply to the different types of medium density dwellings proposed within The Preserve PUD:

- a. Building design for residential uses should use materials such as brick, stone, stucco, lap siding or shakes, decorative trim or similar combination of material which represents a variation of architectural styles or elements. Materials choices should be durable, substantial and of a quality that will maintain their appearance over a prolonged time. Use of natural materials is encouraged, composite materials such as fiber cement and wood composites are appropriate substitutions. Vinyl siding may be used only with appropriately scaled trim.
- b. Long blank walls are prohibited. The building and unit plans shall be designed and organized to provide variety and interest on all sides of the building. If function dictates the need for a segment of blank wall, its appearance shall be mitigated with one or more of the following strategies:
 - i. Incorporating minor changes in building footprint and roof forms along with utilizing a variety of materials for visual interest and to break-up blank wall expanses.
 - ii. Including door or window openings or changes in materials that mimic openings in a number and size that is in proportion to the other building facades. Accent windows can be located high enough that they don't interfere with furniture placement or trigger security concerns, but add interest to the façade and provide natural light to the interior of the space.

- iii. Building elements such as porches, arcades, awnings and accent lighting.
- c. Attached garages facing any street shall be designed to minimize their appearance. When the building contains more than 4 garage bays per facade, the garage doors shall be enhanced by the addition of engaged columns; secondary roof forms or decorative garage doors to mitigate the dominant appearance of the doors.
- d. Detached garages or accessory structures should be clad in the same materials and incorporate similar architectural details of the primary buildings with the use of roof forms, windows, doors and other facade detailing. Portions of accessory buildings visible from any street or adjacent property shall incorporate same level of detail as the primary buildings. Detached garages shall contain no more than eight (8) garage doors per façade.
- e. Attached Multi-Family Building (Up To 4 Units): It is desired that building architecture through Parcels C, D and F should be varied and provide strong visual interest through the use of design, materials, and detailing. Side and rear building facades shall incorporate a minimum of two material types. One primary and one accent material comprised of a different material type, color, or texture than the primary material. Facades that face a public or private street shall incorporate a third material of brick or stone in a percentage that provides a strong visual presence. Masonry materials shall start and stop at an interior corner created by a change in wall plane or wrap corners a minimum of two (2) feet to give authenticity to the material. Materials, trim and details used on the front façade shall be continued around all sides of the building, however, the level of detail can be reduced on the facades not visible from a street (public or private) or adjacent properties surrounding the development.
- f. Attached Multi-Family Building (Greater than 4 Units): All facades of the building shall be treated with the same level of architectural style and detail (360 degree architecture). Variations in building form and design such as facade modulation and articulation (stepping back or extending forward a portion of the building) and changing the roof height and form by alternating dormers, stepped roofs, gables, or other roof elements - organized with the changes in plan shall be incorporated to lessen the plainness of appearance, mitigate the building mass and repetitive characteristic of large residential buildings. All building elevations shall incorporate a minimum of three material types. One primary material, one accent material, comprised of a different material type, color, or texture from the primary material and a third material comprised of brick or stone. Masonry materials shall be located principally on the base (lowest) story of the building and as the majority cladding of that story, and shall start and stop at an interior corner created by a change in wall plane or wrap corners a minimum of two (2) feet to give authenticity to the material. Variation in materials, material modules, and material heights along with expressed joints, textures, colors and details should be used to break up the mass of the buildings. The use of trim and detailing such as window and door trim, band boards, louvers, etc. shall be carried around all sides of the building and shall be appropriately sized to be noticeable and provide visual interest and detailing. Entrances into buildings should face the street and be easily identified through the use of building design and detailing. Door or window openings shall be incorporated on all sides of the building.
- g. Outdoor Living Area: For horizontally attached multi-family buildings, all dwelling units within the building shall provide a defined outdoor living space (porch, deck or patio) with a minimum usable area of 100 square feet. For multi-family buildings with vertically attached units, all dwelling units within the building shall provide a defined outdoor living space (deck or patio) with a minimum usable area of 40 square feet and a minimum usable dimension of five (5) feet deep in either direction. Buildings greater than 4 units may provide area(s) of common defined outdoor living space (of an area equivalent or

greater than the total required area of all units within the building) in lieu of outdoor living area for individual units. The common defined outdoor living space(s) must be adjacent or in close proximity to the building.

C. Parcel E: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Neighborhood Commercial (NC) district shall apply to any development proposal for the parcel, unless noted otherwise in this ordinance.

1. Land Use: Uses permitted and permitted conditionally shall be allowed within Parcel E in accordance with the zoning ordinance for the Neighborhood Commercial (NC) district pursuant to title 9 of the City Code and with the approval of the appropriate review body.
2. Parking: Parking for a planned commercial center constructed in parcel E shall be calculated according to subsection 9-15-7B, "Planned Commercial Center", of the city code or, if applicable, for single use commercial developments as required.
3. Buffers: A minimum sixty-foot (60') buffer park shall be required along SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of site planning. The equivalent of one overstory tree shall be required per thirty five (35) linear feet of the sixty foot (60') buffer. Evergreen trees or shrubs shall not be required within the buffer. Installation of the buffer amenities shall occur prior to issuance of an occupancy permit, either temporary or final for any building/tenant space within the site planned area. If the time of the year prevents installation of the vegetation, to receive an occupancy permit for a building/tenant space, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first planting season after the issuance of the occupancy permit and prior to June 15th. The City reserves the right to refuse issuance of additional building permits until the buffer amenities are installed to the City's satisfaction.

The buffering of any negative element, such as parking and drop off drives, trash enclosure, heating, ventilation, and air conditioning equipment shall be screened from the public view and from adjacent residential properties using earthen berming and landscaping. Utility meters shall be screened from view through architectural means.

4. Architecture: The intent is to create building facades throughout this development that are varied and articulated to provide visual interest and to establish a unique identity for the development. Although it is understood and preferred that not all buildings within this development are identical, each building will include design elements such as similar building proportion and roof forms as well as common materials, colors and detailing to provide continuity amongst buildings and to unite all structures within the development into one project concept. All sides to each building shall receive high quality materials, finishes, and details (360 degree architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time. The architectural design of any building within this development shall be acceptable to the City.

All buildings within this development shall accommodate or incorporate the following in building design and materials:

- a. Form and Scale: Buildings shall be designed to relate specifically to the pedestrian in scale and respond to the residential context of its surroundings. The following techniques shall be used to meet this objective.
 - i. Buildings shall be organized to create a logical balance and relationship within the site, open spaces and circulation. The design of buildings shall meet context and site objectives such as providing gateways, creating linkages and framing or terminating views.

- ii. Variation in building height, mass and roof forms shall be provided while still maintaining an overall building continuity. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall.
- iii. Entrances into buildings shall be easily identified through the use of building design and detailing. Projected or recessed entryways, change in rooflines, addition of awnings or changes in building material are examples that can create this effect.
- iv. Ground floor areas shall provide the maximum possible glazing toward pedestrian areas to provide visual interest and to promote the linkage of the interior and exterior of buildings.
- v. Fenestration (door and window openings) and trim and structural elements (such as posts or columns) shall be sized to the scale of the building and be compatible with the chosen architectural style.
- vi. A building's roof form and related details/materials are an integral part of the architectural design aesthetic. Roofs shall not be designed as attention-getting devices related to the reinforcement of signage or as an identifiable corporate image.
- vii. Views of roof and building mounted mechanical equipment shall mitigate by screening incorporated into the design of the building through location and the use of parapets, screening walls, or other acceptable solutions as identified during the review of the site plan.

b. Material Quality and Detail:

- i. Natural materials such as brick and stone shall be used as the major cladding elements of the facade. Architectural precast concrete, composite or metal panel acceptable to the City may be incorporated in the design up to 40% of the cladding area.
 - 1. Concrete products shall have integrated color rather than surface applied paint/staining and should generally have texture for interest; smooth finish concrete products may be used in conjunction with texture for accent purposes.
 - 2. All composite or metal panel systems must have finished edges and concealed fasteners. Trim or channels must be the same color as the panels.
 - 3. The use of EIFS or synthetic stucco shall be used in moderation and primarily used as a minor cladding or trim material. Use of EIFS is limited to areas of the building seven feet (8') above grade and higher.
 - 4. The use of non-architectural metal and vinyl cladding materials is prohibited.
- ii. Variation in materials, material modules, expressed joints, textures, colors and details shall be used to break up the mass of the buildings. Changes in materials shall be aligned with changes in plan or roof form to emphasize these changes in building mass and shall have the appearance of 3-dimensional elements.
- c. Corporate architecture shall be prohibited. Limited use of architectural elements characteristic of prototypical architecture may be allowed at the discretion of the Director of Development Services or the appropriate reviewing and approval body. Implementation of these architectural elements shall be minimized and whenever possible modified to give a unique image to the establishment. No standard corporate building design without modifications shall be implemented.

D. Parcel G: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Agricultural/Open Space (OS) district shall apply to any development proposal for the property, unless noted otherwise in this ordinance.

Parcel G, as shown on the sketch plan, shall include approximately 5.3 acres to be reserved for development of a water tower and 5.2 acres reserved for development of a neighborhood park. The water tower and park shall be the only allowed uses within Parcel G. Each area shall be required to be platted at the time that any portion of the adjacent parcels are platted. The water tower/park land shall be conveyed to the City by warranty deed, free and clear of any and all liens

and encumbrances including, but not limited to, all judgments, attachments, mortgage liens, mechanics liens, and other liens.

SECTION 5. SIGNAGE: The following signage regulations and design criteria shall apply to the development of all properties designated on the Sketch Plan:

A. Development Entrance Signs:

1. **Primary Entrance Signs** (labeled as 'P' on the PUD sketch map): Primary Entrance signs shall include the "Preserve" logo, shall not exceed seven feet (7') in height and the maximum size of the sign copy shall not exceed twelve (12) square feet. The signs shall be allowed at all corners of intersecting streets with SW Grand Prairie Parkway and shall be setback a minimum of fifteen feet (15') from the ultimate street right-of-way line. Primary Entrance signs shall be externally illuminated and/or halo lighted and may be located within the 60' buffer along SW Grand Prairie Parkway. At the time of platting, an easement shall be recorded for the sign(s) and acceptable documentation, as determined by the City, that outlines the responsibility and strategy for the long term maintenance of the sign and removal, or repair at such time that the sign is no longer desired or being maintained appropriately.
2. **Secondary Entrance Signs** (labeled as 'S' on the PUD sketch map): Secondary Entrance signs shall include the "Preserve" logo, shall not exceed six feet (6') in height and the maximum size of the sign copy area shall not exceed nine (9) square feet. The signs shall be allowed at all corners of intersecting streets with SW Grand Prairie Parkway and shall be setback a minimum of ten feet (10') from the ultimate street right-of-way line. Secondary Entrance signs shall be externally illuminated and/or halo lighted and may be located within the 60' buffer along SW Grand Prairie Parkway. At the time of platting, an easement shall be recorded for the sign(s) and acceptable documentation, as determined by the City, that outlines the responsibility and strategy for the long term maintenance of the sign and removal, or repair at such time that the sign is no longer desired or being maintained appropriately.
3. **Gateway Signs** (labeled as 'G' on the PUD sketch map): Gateway signs shall include the "Preserve" logo, shall not exceed eight feet (8') in height and the maximum sign copy shall not exceed three (3) square feet. A sign shall be allowed on each side of SW Grand Prairie Parkway at both the north and south ends of the development and shall be setback a minimum of ten feet (10') from the ultimate street right-of-way line. Gateway signs shall be externally illuminated and/or halo lighted and may be located within the 60' buffer along SW Grand Prairie Parkway. At the time of platting, an easement shall be recorded for the sign(s) and acceptable documentation, as determined by the City, that outlines the responsibility and strategy for the long term maintenance of the sign and removal, or repair at such time that the sign is no longer desired or being maintained appropriately.
4. **Boundary Markers:** Labeled as 'M' on the PUD sketch map, boundary Markers shall include the "Preserve" logo, shall not exceed eight feet (8') in height and the maximum size of the sign (from ground to top of sign) shall not exceed fourteen (14) square feet. Boundary markers shall be setback a minimum of ten feet (10') from the ultimate street right-of-way line. Boundary Markers shall be internally illuminated and/or halo lighted and may be located within the 60' buffer along SW Grand Prairie Parkway. At the time of platting, an easement shall be recorded for the sign(s) and acceptable documentation, as determined by the City, that outlines the responsibility and strategy for the long term maintenance of the sign and removal, or repair at such time that the sign is no longer desired or being maintained appropriately.

B. Non-Development Monument Signs: Monument signs for individual properties within the development that are not part of the Preserve development sign package (i.e. multifamily residential and non-residential properties within The Preserve PUD) shall comply with current City sign code, however, the signs are required to incorporate The Preserve logo, including the

identified development colors and materials. A non-development monument sign may exceed the maximum height allowed by the City sign code by 1 foot (1') if The Preserve name or logo is added onto the top of the sign. Signs associated with medium density development shall not be in addition to Primary or Secondary Entrance signs: one or the other may be implemented at entrances off of SW Grand Prairie Parkway. Signs associated with medium density development which take primary access off of a roadway other than SW Grand Prairie Parkway shall be allowed signage in accordance with city code. It is strongly encouraged, but not required that tenant identification on multi-tenant commercial signs be of the same font style, size and color. Non-development monument signs shall be located no closer than one hundred feet (100') from Primary Entrance Signs or Secondary Entrance Signs.

- C. Wall Signs: Building wall signage for medium density and commercial properties shall comply with current City sign code.

SECTION 6. PARKLAND DEDICATION: An area of land calculated by a set formula based upon the density (total number of dwelling units) of the proposed development is required to be dedicated for purposes of a public park and greenway as per city code. A Parkland Dedication Agreement, acceptable to the Parks and Recreation Department, detailing the specifics related to the Parkland Dedication requirements for the development of any area contained within the PUD is required to be executed in conjunction with the preliminary plat for the PUD area. At the time of final platting of land directly adjacent to the proposed park and greenway locations, the parcels shall be deeded to the City.

SECTION 7. MASTER PROPERTY OWNERS ASSOCIATION: If deemed applicable, proper action shall be taken to establish a master property owners association. The property owners association shall be responsible for the ongoing upkeep and maintenance of any common grounds such as buffer parks, storm water detention facilities, greenbelts, plazas and other common space, as outlined in the association documents and any other specific development improvements noted as their responsibility in this ordinance.

SECTION 8. STORM WATER MANAGEMENT: A Storm Water Management Plan will be required with each preliminary plat for ground within the PUD area. The Developer will have said Storm Water Management Plan prepared by a Professional Engineer licensed in the State of Iowa, in conjunction with the submittal of a preliminary plat for the development of the property. The Storm Water Management Plan shall comply with the City's current design standards for storm water management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of a preliminary plat.

At time of final platting, ownership and responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established through the execution of a Storm Water Facility Maintenance Agreement prepared by the City with information provided by the developer. This agreement essentially provides that the property owner will maintain and repair their storm water facilities. If they fail to do so, the city will make repairs or perform maintenance and assess all costs back to the property owner. As part of the maintenance agreement, the property owner will be responsible to provide a letter certifying the detention facility in in conformance with the approved Storm Water Management Plan. The property owner also will need to provide as-built drawings of the detention facilities. The letter and as-built plans will be required prior to the issuance of a final occupancy permit for the first dwelling on property which is served by a particular detention facility. Both the letter and as-builts will need to be signed and sealed in accordance with Chapter 6, 193C-6.1(542B) of the Iowa Code.

SECTION 9. REPEALER: All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 10. 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 11. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 12. 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 13. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this _____ day of _____ 2019.

Steven K. Gaer, Mayor

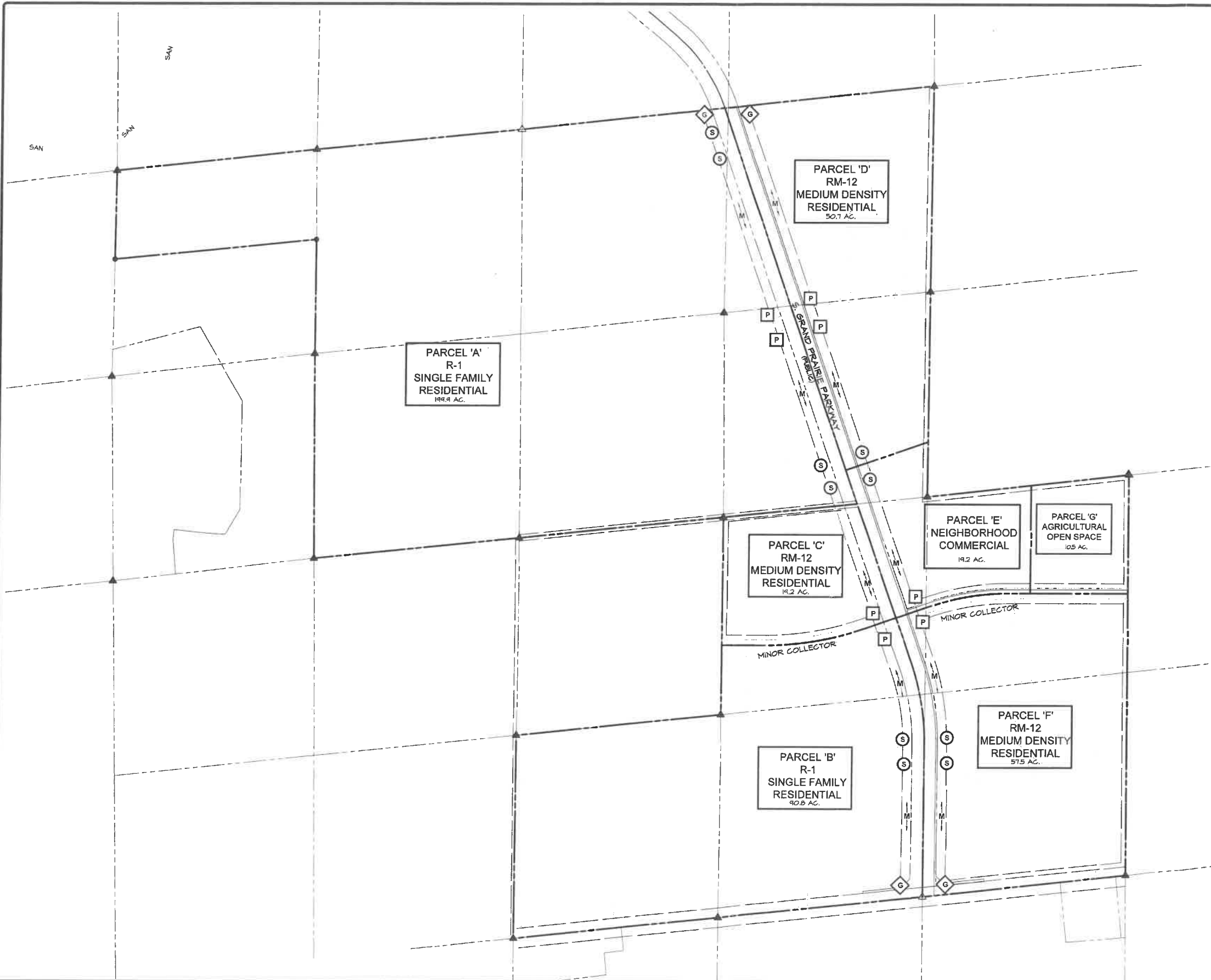
ATTEST:

Ryan T. Jacobson, City Clerk

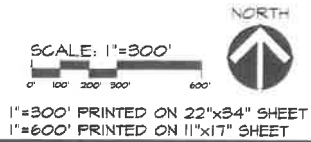
I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2019.

Ryan T. Jacobson, City Clerk

THE PRESERVE
P.U.D. SKETCH MAP
 WEST DES MOINES, IOWA,
 DALLAS & MADISON COUNTY



- LEGEND**
- P PRIMARY ENTRANCE
 - S SECONDARY ENTRANCE
 - G GATEWAY
 - M ZONE FOR MARKER



Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12 · Des Moines, Iowa 50322
 515.276.4884 · Fax: 515.276.7084 · mail@cecinc.com



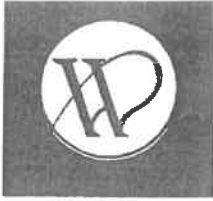
DATE:	MAY 01, 2018	REVISIONS	COMMENTS
		1	MAY 22, 2018
		2	MAY 30, 2018
		3	
		4	
		5	
		6	

DATE OF SURVEY: DEC. 26, 2016
 DESIGNED BY: JPO & PC
 DRAWN BY: MEH

THE PRESERVE
 WEST DES MOINES, IOWA, DALLAS & MADISON COUNTY
P.U.D. SKETCH MAP

SHEET
 OF 9
 E-7846

0. MULTIPLE PRINTS OF THIS DOCUMENT ARE PROHIBITED. ANY UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.



THE WITTERN GROUP, INC.

An Association of Independent Companies

September 23, 2019

Dear West Des Moines Planning & Zoning Commission:

This morning I received the P&Z Agenda, which includes proposed changes in the Comprehensive Plan and establishment of a PUD for The Preserve. This meeting has been rescheduled a number of times and today was the first time I have spoken with Brian Portz to get an overview of the proposed changes. Additionally, I have requested information directly from Knapp Properties, but have not yet received an adequate response.

Given the significant amount of property that our family and others own that is adjacent to The Preserve and other property owned by the Raccoon River Land Company, it is important to allow sufficient time for everyone who might be potentially impacted by these proposed changes to analyze them. This would improve the coordinated development of all of the ground in the area. We would like to have more time to review and analyze these proposed changes, and their effect on the plans we have in place for the Wittern family property, including how the property can be used, the location of streets, utility location and capacity, traffic signals, and improvements, etc.

We want to be good neighbors and work with adjacent owners and their plans for development of their property, but the whole point of the comprehensive plan is to allow people to plan for development of their property consistent with that of the plan. Thus, proposed changes to the comprehensive plan should only be considered after everyone has had enough time to consider how those changes might impact their property and offer up comments in a thoughtful way.

We are requesting more time to study these proposed changes and to meet with City staff to discuss all the options.


Misty Wittern Lee

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

Date: October 7, 2019

ITEM: Jordan West, Southwest corner of EP True Parkway and Jordan Creek Parkway – Amend the Jordan West Specific Plan Ordinance by rezoning the southern portion of PUD Parcel 7 from Support Commercial (SC) to Regional Commercial (RC) to allow for construction of an indoor family entertainment venue – Ryan Companies US, Inc. – ZCSP-004467-2019

ORDINANCE: Approval of Zone Change Specific Plan Amendment

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Ryan Companies US, Inc., is requesting approval of a Specific Plan Ordinance Amendment to designate the southern 6.4 acre portion of PUD Parcel 7 (aka Lot 7, Jordan West Plat 3) as Parcel 9 and change the underlying zoning from Support Commercial (SC) to Regional Commercial (RC) to allow for construction of an indoor family entertainment venue that will include recreational uses such as, but not limited to, a bowling alley, laser tag, and video arcade, as well as a bar and grill. The venue will be located south of Slumberland which exists at 350 Jordan Creek Parkway. The Specific Plan Ordinance amendment will only allow for this specific use within newly created PUD Parcel 9.

Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Crowley absent.

Date: September 23, 2019

Motion: Adopt a resolution recommending the City Council approve the Zone Change Specific Plan Amendment

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 & Planning: *August 19, 2019*
- Staff Review and Comments
 - *Specific Plan Map*
- Comprehensive Plan Consistency
- Town Center Overlay District Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant's Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan and the Town Center Overlay District, the Plan and Zoning Commission recommends the City Council approve an amendment to designate the southern 6.4 acre portion of PUD Parcel 7 (aka Lot 7, Jordan West Plat 3) as Parcel 9 and change the underlying zoning from Support Commercial (SC) to Regional Commercial (RC) to allow for construction of an indoor family entertainment venue, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP *BP*

Staff Reviews:

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	September 18, 2019
Letter sent to surrounding property owners	September 17, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 19, 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 - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Proposed Specific Plan Ordinance (Moved to Exhibit II)
- Exhibit II - Specific Plan Ordinance
 - Exhibit A - Specific Plan Map

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: September 23, 2019

Item: Jordan West, Southwest corner of EP True Parkway and Jordan Creek Parkway – Amend the Jordan West Specific Plan Ordinance by rezoning the southern portion of PUD Parcel 7 from Support Commercial (SC) to Regional Commercial (RC) to allow for construction of an indoor family entertainment venue – Ryan Companies US, Inc. – ZCSP-004467-2019

Requested Action: Recommend Approval of Zone Change Specific Plan

Case Advisor: Brian Portz, AICP *BP*

Applicant's Request: The applicant, Ryan Companies US, Inc., is requesting approval of a Specific Plan Ordinance Amendment to designate the southern 6.4 acre portion of PUD Parcel 7 (aka Lot 7, Jordan West Plat 3) as Parcel 9 and change the underlying zoning from Support Commercial (SC) to Regional Commercial (RC) to allow for construction of an indoor family entertainment venue that will include recreational uses such as, but not limited to, a bowling alley, laser tag, and video arcade, as well as a bar and grill. The venue will be located south of Slumberland which exists at 350 Jordan Creek Parkway. The Specific Plan Ordinance amendment will only allow for this specific use within newly created PUD Parcel 9.

History: This property was originally part of the Bridgewood development and was removed in 2007. Bridgewood Plat 1, which this property was a part of, was approved in 1998. Jordan West Plat 1 was approved in June of 2007, and Jordan West Plat 2 approved in February 2008. In 2007, an Area Development Plan and Specific Plan Ordinance for the Jordan West property was approved that provided regulations for the development of offices on the property with limited retail aspects and internal private streets. On May 18, 2015, the City Council approved a Comprehensive Plan Amendment and Area Development Plan (ADP) amendment to allow for the more commercial oriented development that exists today. In June of 2015, the City Council approved the Jordan West Specific Plan Ordinance for the development of the property.

City Council Subcommittee: The intended development of this property with a family entertainment venue was presented to the Development and Planning City Council Subcommittee on August 19, 2019. Staff explained that the existing zoning of the property designated within the Jordan West Specific Plan is Support Commercial (SC), which doesn't permit the proposed use, which is considered SIC 7999, Amusement and Recreational Services, NEC. Staff presented two options to the Subcommittee to allow the use: option #1, amend City Code to allow SIC 7999 in Support Commercial districts or option #2, amend the Jordan West Specific Plan Ordinance to change the zoning of the subject property to Regional Commercial (RC) to allow the use. The Subcommittee was more comfortable with option #2, amending the Jordan West Specific Plan Ordinance to rezone the property to RC and include language to allow only this specific use on the subject property.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following:

- **Specific Plan Map:** The Jordan West Specific Plan map will be amended with this request identifying the property where the family entertainment venue will be located as Parcel 9.

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.

Town Center Overlay District Consistency: The proposed project has been reviewed for consistency with the Town Center Overlay District Guidelines. Based upon that review, a finding has been made that the proposed project is consistent with the Town Center Overlay District Guidelines in that the plan is consistent with the overall objective and intents of the Town Center Overlay District Guidelines.

Noticing Information: On September 18, 2019, notice for the September 23, 2019, Plan and Zoning Commission and October 7, 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 September 17, 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 and the Town Center Overlay District, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve an amendment to designate the southern 6.4 acre portion of PUD Parcel 7 (aka Lot 7, Jordan West Plat 3) as Parcel 9 and change the underlying zoning from Support Commercial (SC) to Regional Commercial (RC) to allow for only construction of an indoor family entertainment venue, subject to the applicant meeting all City Code requirements.

Property Owner/Applicant:

Ryan Companies US, Inc.
14001 University Avenue, Suite 300
Clive, IA 50325
Attn: Craig Thompson
craig.thompson@ryancompanies.com

Applicant's Representatives:

Civil Engineering Consultants
2400 86th Street, Suite 12
Des Moines, IA 50322
Attn: Ed Arp
arp@ceclac.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Proposed Specific Plan Ordinance
Exhibit A	-	Specific Plan Map

RESOLUTION NO. PZC-19-064

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 JORDAN WEST SPECIFIC PLAN ORDINANCE FOR APPROXIMATELY 45.2 ACRES LOCATED ON THE SOUTHWEST CORNER OF EP TRUE PARKWAY AND JORDAN CREEK PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner and applicant, Ryan Companies US, Inc., has requested an amendment to the Jordan West Specific Plan Ordinance (ZCSP-004467-2019) to designate the southern 6.4 acres of PUD Parcel 7 (aka Lot 7, Jordan West Plat 3) as Parcel 9 and change the underlying zoning for Parcel 9 from Support Commercial (SC) to Regional Commercial (RC) to allow for construction of only an indoor family entertainment venue; 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 September 23, 2019, this Commission held a duly-noticed hearing to consider the application for Specific Plan Ordinance Amendment (ZCSP-004467-2019); and

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 for this meeting or as amended orally at the meeting are adopted.

SECTION 2. The Jordan West Specific Plan Ordinance Amendment to create PUD Parcel 9 and rezone the southern 6.4 acres of current PUD Parcel 7 from Support Commercial (SC) to Regional Commercial (RC) to allow for only construction of an indoor family entertainment venue is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the Hearing, 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 September 23, 2019.


Erica Andersen, 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 September 23, 2019, by the following vote:


AYES: Andersen, Costa, Drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Crowley

ATTEST:


Recording Secretary

**Exhibit A
Conditions of Approval**

No conditions of approval

Prepared by: B. Portz, Development Services Dept., City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265

ORDINANCE #

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019, AND ORDINANCE #1749 AND #2097, AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT: Ordinance #1749 and #2097 pertaining to the **Jordan West Specific Plan**, complete ordinance; is hereby amended by replacing the Specific Plan Map on file with the City Clerk with Exhibit A thus creating a Parcel 9 on the southern 6.4 acres of current Parcel 7 (aka, Lot 7, Jordan West Plat 3).

SECTION 2. AMENDMENT: Ordinance #1749 and #2097 pertaining to the **Jordan West Specific Plan**, complete ordinance; is hereby amended by changing the Jordan West Specific Plan Map for the southern 6.4 acres as legally described below (newly created Parcel 9) from Support Commercial (SC) to Regional Commercial (RC) in compliance with the adopted City of West Des Moines Comprehensive Land Use Plan of West Des Moines, Iowa:

Legal Description

LOT 7, JORDAN WEST PLAT 3, AN OFFICIAL PLAT RECORDED IN BOOK 2015, PAGE 13195 AT THE DALLAS COUNTY RECORDER'S, EXCEPTING THEREFORM PARCEL 17-132, AN OFFICIAL PARCEL RECORDED IN BOOK 2016, PAGE 25703 AT THE DALLAS COUNTY RECORDER'S OFFICE, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 6.40 ACRES MORE OR LESS.

SECTION 3. AMENDMENT: Ordinances #1749 and #2097 pertaining to the **Jordan West Specific Plan Ordinance**, Section 087-04: *Requirements*; is hereby amended by deleting the following highlighted strikethrough text and adding the following bolded italicized text and re-lettering accordingly:

Unless provided otherwise in this ordinance, all general use regulations, performance standards and provisions set forth in title 9, "Zoning", of the city code for the support commercial (SC), ***regional commercial (RC)*** and residential medium-density (RM) districts shall apply to any development within the Jordan West specific plan area. To the extent that the provisions of this section conflict with or are more restrictive than similar provisions provided elsewhere in the West Des Moines zoning ordinance, the provisions of this section shall control. The following land use design criteria, development standards, and landscaping regulations shall apply to all parcels within the Jordan West specific plan area:

A. Land Use:

- 1. Parcels 1-7:*** All land uses as set forth in title 9, "Zoning", of the city code for the support commercial (SC) district as permitted and permitted conditionally shall apply in ~~planning unit A~~

parcels 1-7 as identified on the approved Jordan West ~~area development~~ **specific plan map** except as designated below:

- a. ~~1.~~ Permitted Uses: All permitted (P) uses within the support commercial (SC) district shall be allowed except those that have been prohibited by this ordinance. ~~Also including the following~~
The following uses shall also be permitted:

SIC 5712	Furniture stores
SIC 5731	Radio, television, consumer electronics stores
SIC 5941	Sporting goods stores and bicycle shops
SIC 5944	Jewelry stores
SIC 5999	Packing materials, boxes, padding
SIC 5999	Art, picture frames, and decoration stores
SIC 5999	Banners, flags, decals, and poster stores

- b. ~~2.~~ Permitted Conditional Uses: All permitted conditional (Pc) uses within the support commercial (SC) district shall be allowed with the approval of the appropriate review body except those that have been prohibited by this ordinance.
- c. ~~3.~~ Prohibited Uses: The following permitted and permitted conditional uses otherwise allowed in the support commercial (SC) district shall be prohibited:

SIC 4925	Mixed, manufactured, or liquefied petroleum gas production and/or distribution
----------	--

2. **Parcel 8: All land uses as set forth in title 9, "Zoning", of the city code for the residential medium-density (RM-12) district as permitted and permitted conditionally shall apply to parcel 8 as identified on the approved Jordan West Specific Plan sketch map:**
- a. **The calculation of dwelling unit density permitted on parcel 8 shall also include in the calculation the greenway acres situated along the west side of the property. A total of fifteen (15) acres (parcel 8 acreage (10.5) + greenway acreage (4.5)) shall be used to calculate the number of dwelling units permitted on parcel 8. The permitted number of units on parcel 8 shall not exceed twelve (12) dwelling units per acre. The total number of units permitted is one hundred eighty (180) dwelling units (15 acres x 12 dwelling units per acre).**
3. **Parcel 9: All land uses as set forth in title 9, "Zoning", of the city code for the regional commercial (RC) district as permitted and permitted conditionally shall apply in parcel 9 as identified on the approved Jordan West Specific Plan sketch map, except as designated below:**
- a. **Only use SIC 7999: Amusement and Recreational Services, Not Elsewhere Classified, for the development of a family-oriented entertainment venue comprised of a combination of any of the following recreational activities shall be allowed in parcel 9:**
1. **Bowling**
 2. **Video arcade**
 3. **Laser tag**
 4. **Billiards**
 5. **Escape Rooms**
- A Restaurant Class 1 or 2 shall be allowed as an ancillary use in conjunction with the family entertainment venue, but at no time shall the establishment become a standalone Restaurant Class 2 or Bar/Restaurant or have a drive-through.**

~~B. RM-12 Land Uses: All land uses as set forth in title 9, "Zoning", of the city code for the residential medium-density (RM-12) district as permitted and permitted conditionally shall apply to planning unit B as identified on the approved Jordan West area development plan with the approval of the appropriate body.~~

~~C. Dwelling Unit Density: The calculation of dwelling unit density permitted on parcel 8 shall also include in the calculation the greenway acres situated along the west side of the property. A total of fifteen (15) acres (parcel 8 acreage (10.5) + greenway acreage (4.5)) shall be used to calculate the number of dwelling units permitted on parcel 8. The permitted number of units on parcel 8 shall not exceed twelve (12) dwelling units per acre. The total number of units permitted is one hundred eighty (180) dwelling units (15 acres x 12 dwelling units per acre).~~

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

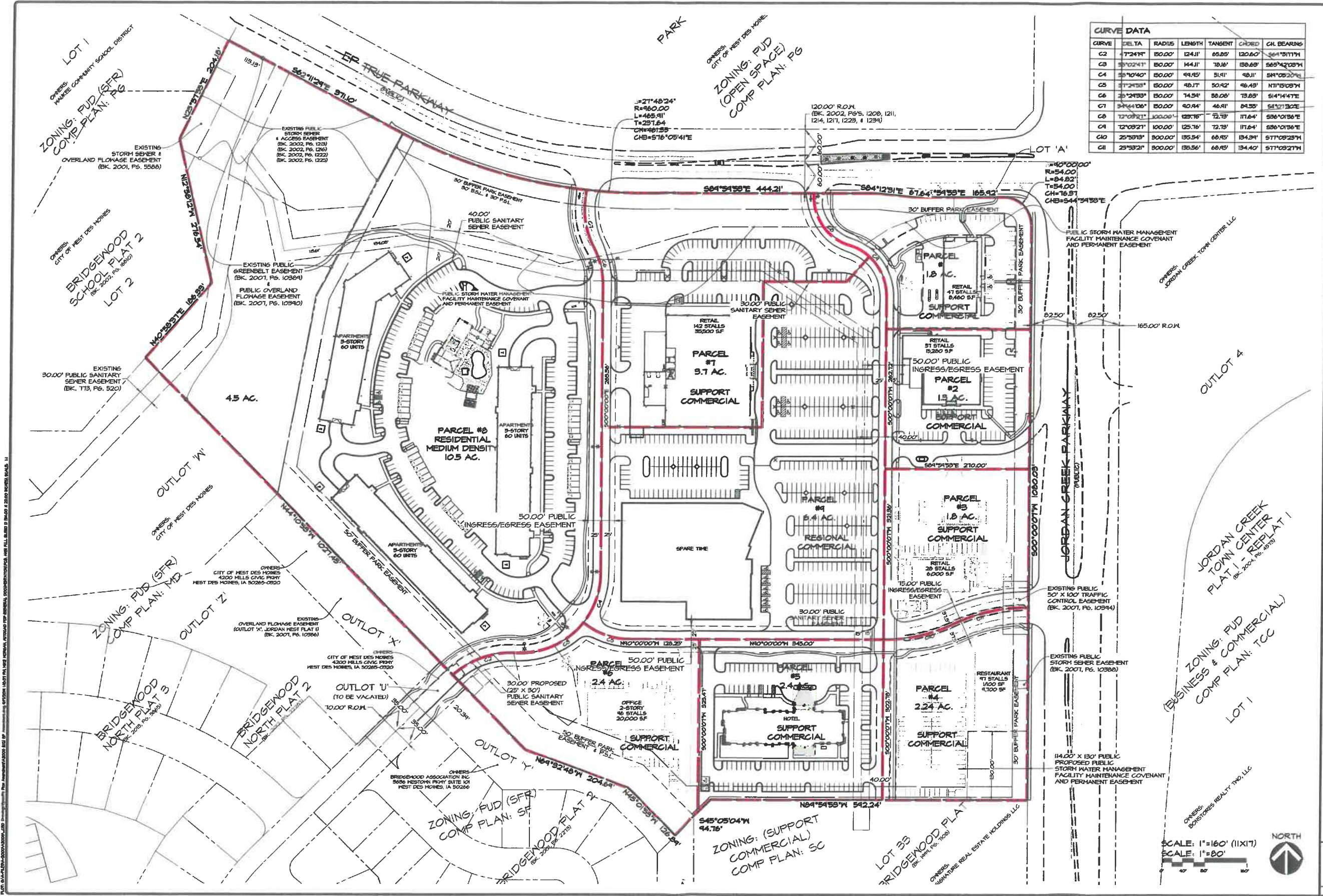
ATTEST:

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

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C2	7°24'11"	50.00'	124.11'	65.85'	120.60'	S64°31'11"W
C3	5°10'24"	50.00'	144.11'	78.16'	155.65'	S69°42'03"W
C4	5°10'40"	50.00'	149.45'	81.41'	161.05'	S71°05'20"W
C5	3°12'53"	50.00'	149.17'	80.42'	160.43'	N71°50'57"W
C6	2°24'53"	50.00'	149.94'	80.00'	159.85'	S14°14'47"E
C7	3°44'106"	50.00'	140.84'	76.41'	151.55'	S12°13'02"E
C8	12°09'21"	100.00'	125.76'	72.73'	171.64'	S56°10'56"E
C9	12°09'21"	100.00'	125.76'	72.73'	171.64'	S56°10'56"E
C10	25°53'15"	300.00'	135.54'	68.45'	194.40'	S77°09'23"W
C11	25°53'15"	300.00'	135.56'	68.45'	194.40'	S77°09'23"W



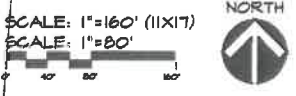
Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12
 Des Moines, Iowa 50322
 515.276.4884
 mail@cecinc.com



DATE	REVISIONS	COMMENTS
04-16-14	1	
	2	
	3	
	4	
	5	
	6	

JORDAN WEST
 WEST DES MOINES, IOWA
 DIMENSION PLAN

SHEET
 2
 3
 A-2006



U:\Projects\2006\2006_0123_BridgeWood\2006_0123_BridgeWood.dwg (2/23/06) 11:52:30 AM, mmpgk 11

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

Date: October 7, 2019

ITEM: Amendment to City Code, Amend Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), to modify certain regulations as they pertain to physical fitness facilities. – City Initiated – AO-004483-2019

Ordinance: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Staff is requesting an amendment to the following section within Title 9 (Zoning) of City Code to modify certain regulations as they pertain to physical fitness facilities:

- Title 9 *Zoning*
 - Chapter 6 *Commercial, Office And Industrial Zoning District*
 - Section 6 *Use Codes, Subsection C, Table 6.1- Use Matrix, Division I - Services*

Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Crowley absent.


Date: September 23, 2019

Motion: Adopt a resolution recommending the City Council approve the ordinance amendment.

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 (*August 19, 2019*)
- Staff Review and Comments
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code to modify certain regulations as they pertain to physical fitness facilities.

Lead Staff Member: J. Bradley Munford 

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Date(s) Published	September 18, 2019
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	City Council Subcommittee		
Date Reviewed	August 19, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Communication
- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Proposed Ordinance (*now Exhibit II*)
- Exhibit II - Proposed Ordinance

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: September 23, 2019

Item: Amendment to City Code, Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), to modify certain regulations as they pertain to physical fitness facilities. – City Initiated – AO-004483-2019

Request Action: Recommend Approval of Amendments to City Code

Case Advisor: J. Bradley Munford 

Applicant's Request: Staff is requesting an amendment to the following sections within Title 9 (Zoning) of City Code to modify certain regulations as they pertain to physical fitness facilities: (See Exhibit A, Proposed Ordinance)

- Title 9 *Zoning*
 - Chapter 6 *Commercial, Office And Industrial Zoning District*
 - Section 5 *Use Codes, Subsection C, Table 6.1- Use Matrix, Division I*

History: The City received a request from a physical fitness facility to open on property that was zoned Convenience Commercial District (CVC). Physical Fitness Facilities are not an allowed use in CVC. The proposed establishment would be a smaller boutique type gym that focuses on 1-on-1 personal training and small group classes (approx. 6-10 students).

City Council Subcommittee: Staff presented information about the trending operational aspects that are occurring in the gym and physical fitness industry to the Development and Planning City Council Subcommittee for guidance on August 19, 2019. Staff pointed out that Physical Fitness Facilities were omitted from CVC as the district was intended to provide small commercial needs to nearby neighborhoods. The number of patrons of larger gyms such as Lifetime Fitness, Prairie Life Fitness, YMCA etc. during peak hours brings high traffic and parking demands that can adversely affect surrounding neighborhoods. Smaller boutique-style gyms such as Curves along with small group and personal training do not come with the operational impacts (high traffic and parking) of the larger gyms. The Subcommittee was supportive of the request to modify the City code to allow boutique-style gyms under 5,000 square feet in Convenience Commercial District (CVC). With the creation of the smaller category for these types of facilities, it was also included as appropriate to other non-residential zoning districts.

Staff Review and Comment: There are no outstanding issues.

Comprehensive Plan Consistency: The ordinance amendment has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed ordinance amendment is consistent with the Comprehensive Plan in that the amendment is consistent with all of the goals and policies of the Comprehensive Plan.

Noticing Information: On September 18, 2019 notice of the September 23, 2019, Plan and Zoning Commission and the October 7, 2019 City Council public hearing for this project was published in the *Des Moines Register*.

Staff Recommendation and Conditions of Approval: Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

- Attachment A – Plan and Zoning Commission Resolution
- Exhibit A – Proposed Ordinance

RESOLUTION NO. PZC-19-067

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019 BY AMENDING TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICT), TO MODIFY CERTAIN REGULATIONS AS THEY PERTAIN TO PHYSICAL FITNESS FACILITIES.

WHEREAS, pursuant to the provisions of Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning District), Section 5 (Use Codes), Subsection C, Table 6.1(Use Matrix) to modify certain regulations as they pertain to physical fitness facilities; 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, this Commission held a duly-noticed hearing on September 23, 2019 to consider the application for an amendment to ordinance; and

WHEREAS, this Commission did consider the request for an amendment to ordinance.

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 September 23, 2019 or as amended orally at the September 23, 2019 Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-004483-2019) is recommended to the City Council for approval.

PASSED AND ADOPTED on September 23, 2019.


Erica Andersen, Chair
Plan and Zoning Commission

ATTEST:


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on September 23, 2019, by the following vote:

AYES: Andersen, Costa, Drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Crowley

ATTEST:


Recording Secretary

The Proposed Ordinance has been moved to be Exhibit II

EXHIBIT II

Prepared by: J.B. Munford, 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 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICT), SECTION 6 (USE CODES), SUBSECTION C, TABLE 6.1, TO MODIFY CERTAIN REGULATIONS AS THEY PERTAIN TO PHYSICAL FITNESS FACILITIES.

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

SECTION 1: Amendment. Title 9 (*Zoning*), Chapter 6 (*Commercial, Office and Industrial Zoning District*), Section 6 (*Use Codes*), Subsection C, Table 6.1 (*Use Matrix*) is hereby amended by deleting the text in strikethrough lettering and adding the text in bold italicized lettering:

SIC CODES	RC	CMC	NC	CVC	SC	VJC	VJHB	WR	BP	VJLI	LI	GI	OF	PCP	OS
7991 Physical fitness facilities	P	P	Pc	-	Pc	Pc	Pc	Pc	Pc	P	P	P	P	P	-
<i>7991 Physical fitness facilities</i>															
<i>- Physical fitness facilities 5,000 sq. ft. or less</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	
<i>- Physical fitness facilities greater than 5,000 sq. ft.</i>	<i>P</i>	<i>P</i>	<i>Pc</i>	<i>Pc</i>	<i>Pc</i>	<i>Pc</i>	<i>Pc</i>	<i>Pc</i>	<i>Pc</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	

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, Sections 1 & 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, adoption, and publication as required 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

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: October 7, 2019

ITEM: Amendment to City Code, Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) to update regulations pertaining to rear yard setback requirements for accessory structures in residential zoning districts – City Initiated (AO-003581-2017)

ORDINANCE: Approval of First 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 rear yard setback requirements for accessory structures in residential zoning districts. (See Exhibit II – Proposed Ordinance):

- Chapter 7 *Setback and Bulk Density Regulations*
 - Section 4 *Setback and Bulk Density Regulations*, Subsection C9

Plan and Zoning Commission Actions:

Vote: 6-0 approval, Commissioner Crowley absent

Date: September 23, 2019

Motion: Recommend approval of an Amendment to City Code



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
- City Council Subcommittee – *September 3, 2019*
- Staff Review and Comment
 - *Background*
- Noticing Information
- Staff Recommendation and Conditions of Approval

RECOMMENDATION: Based upon the preceding review, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) to update regulations pertaining to rear yard setback requirements for accessory structures in residential zoning districts.

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	September 17, 2019
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	September 3, 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 & Zoning Commission Resolution
- Exhibit A - Proposed Ordinance (*moved to Exhibit II*)
- Exhibit II - Proposed Ordinance

CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION

Meeting Date: September 23, 2019

Item: Amendment to City Code, Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) to update regulations pertaining to rear yard setback requirements for accessory structures in residential zoning districts – City Initiated (AO-003581-2017)

Request Action: Recommend Approval of an Amendment to City Code

Case Advisor: Linda Schemmel, AIA

Applicant's Request: The City of West Des Moines requests an amendment to the following in Title 9 (Zoning) to update regulations pertaining to rear yard setback requirements for accessory structures in residential zoning districts. (See Attachment A, Exhibit A – Proposed Ordinance):

- Chapter 7 *Setback and Bulk Density Regulations*
 - Section 4 *Setback and Bulk Density Regulations*, Subsection C9

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee at their September 3, 2019 meeting. The Subcommittee was supportive of the amendment.

Staff Review and Comment: There are no outstanding issues. Staff summarizes the following key points of interest:

Background: As part of a recent ordinance amendment to building setbacks, separation and bulk regulations (AO-003581-2017, approved by the Commission on February 25, 2019), the required rear and side yard setback for attached accessory structures were changed to the more stringent principal building setback. This change was in response to the current trend to cover decks with a roof, and while open air initially, staff has been fielding numerous inquiries in respect to enclosing the deck into 3 or 4-season rooms, thus becoming an extension of the living area of the home or primary structure. Previously decks (open-air) were allowed to be as close as 5' to a side yard and as close as 20' to the rear property line; however, if built to these standards and then enclosed, they are out of compliance with code as they must meet the setbacks of the primary structure - minimum 7 or 8' side yards and 35' rear yard setbacks. A variance would generally not be granted as the desire to enclose is a want and not a need or hardship. Since the code amendment was adopted, several of residential builders have raised concerns that this change will not allow them to build a house of typical desired size with a covered deck on some existing platted single-family lots.

Setbacks are generally intended to mitigate the building mass from being imposing on an adjoining property and to ensure a property owner has an area for outdoor living, rather than covering the lot with structures and having no outdoor space. With this in mind, staff is comfortable returning to a 20' rear yard setback, believing it is deep enough to provide a useable backyard and resolving the potential issue with existing platted lots. However, staff believes there is a benefit to keeping the side yard setback for accessory structures at the principal building setback as side yards are in closer proximity to the adjacent neighbors.

Noticing Information: On September 17, 2019, notice of the September 23, 2019, Plan and Zoning Commission and October 7, 2019 City Council public hearings for this project was published in the *Des Moines Register*.

Staff Recommendation and Conditions of Approval: Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

Attachment A – Plan and Zoning Commission Resolution
Exhibit A – Proposed Ordinance

RESOLUTION NO. PZC-19-063

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 7 (SETBACK AND BULK DENSITY REGULATIONS) TO UPDATE REGULATIONS PERTAINING TO REAR YARD SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES IN RESIDENTIAL ZONING DISTRICTS.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to Title 9 *Zoning*, Chapter 7 *Building Form Regulations and Zoning District Compatibility for Residential Districts*, Subsection C9 to update regulations pertaining to rear yard setback requirements for accessory structures in residential zoning districts;

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

WHEREAS, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance;

WHEREAS, this Commission did consider the application for an amendment to ordinance;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-003581-2017) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A

PASSED AND ADOPTED on September 23, 2019.


Erica Andersen, 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 September 23, 2019, by the following vote:

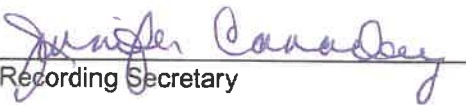
AYES: Andersen, Costa, Drake, erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Crowley

ATTEST:


Recording Secretary

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 7 (SETBACK AND BULK DENSITY REGULATIONS) TO UPDATE REGULATIONS PERTAINING TO REAR YARD SETBACK REQUIREMENTS FOR ACCESSORY STRUCTURES IN RESIDENTIAL ZONING DISTRICTS.

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

Section 1. Amendment. Title 9 (*Zoning*), Chapter 7 (*Setback and Bulk Density Regulations*), Section 4 (*Setback and Density Regulations*), Subsection C9 is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

4. 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.
 - (2) ***Accessory structures that are considered part of the principal structure and which exceed thirty inches (30") in height must be setback a minimum of twenty feet (20') from the rear property line(s) and must meet the pertinent side and front yard setback of 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.

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, Sections 1 and 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.

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

CITY OF WEST DES MOINES

MEMORANDUM

TO: Mayor and City Council

FROM: Clyde Evans, AICP, Director, Community and Economic Development

DATE: October 7, 2019

RE: Continuation of Development Agreement with The Iowa Clinic Westlakes I, LLC and The Iowa Clinic, P.C.

Staff is requesting that this item be continued to the City Council meeting of October 21, 2019, in order to allow adequate time for the signatory to review the proposed Development Agreement.

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

DATE: October 7, 2019

ITEM: Resolution - Opening and closing public hearing and approving termination of permanent storm sewer easement located within Corrected Michael's Landing Plat 1, Outlot C and approval and acceptance of conveyance of property interests reflecting the as-built location of the storm sewer.

FINANCIAL IMPACT: None

SYNOPSIS: As part of the 88th & Mills Civic Parkway Improvements Project, Project No. 0510-048-2018, the City acquired a permanent storm sewer easement from Edgewater, a Wesley Active Life Community, LLC. The path of the storm sewer required alterations during construction, making this storm sewer easement unnecessary surplus property that should be terminated. A new storm sewer easement reflecting the as-built location of the storm sewer is being provided by the property owner in exchange for this termination of easement.



The attached resolution terminates the easement and approves and accepts the conveyance of property interests reflecting the as-built location of the storm sewer to the City of West Des Moines

RECOMMENDATION:

Approve - Resolution opening and closing public hearing and approving termination of storm sewer easement and approval and acceptance of property interest reflecting the as-built location of the storm sewer to the City of West Des Moines.

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	Des Moines Register
Dates(s) Published	09/28/19

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING, APPROVING TERMINATION
OF PERMANENT STORM SEWER EASEMENT AND CONVEYANCE OF PROPERTY
INTEREST**

WHEREAS, as part of the 88th & Mills Civic Parkway Improvements Project, Project No. 0510-048-2018, the City acquired a permanent storm sewer easement from Edgewater, a Wesley Active Life Community, LLC and recorded in the Office of the Dallas County, Iowa Recorder on April 18, 2019 at Book 2019, Page 5360; and

WHEREAS, the Property is no longer needed by the City; and

WHEREAS, by operation of law, upon termination of the easement all rights shall revert to the underlying fee owner; and

WHEREAS, pursuant to the Code of Iowa Sections 362.3 and 364.7, publication of notice regarding termination of the easement and conveyance of the property has been made; and

WHEREAS, this being the time and place for a public hearing regarding termination of the easement and conveyance of the property; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that termination and release of the easement recorded in the Office of the Dallas County, Iowa Recorder on April 18, 2019 at Book 2019, Page 5360 is in the best interest of the City of West Des Moines, Iowa; and

WHEREAS, the City of West Des Moines has obtained a permanent storm sewer easement, at no cost to the City, provided by the property owner shown on **Exhibit "A"** reflecting the as-built location of the storm sewer; 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.

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 364.7, publication of notice regarding termination of the permanent storm sewer easement recorded on April 18, 2019 at Book 2019, Page 5360 in the Office of the Dallas County, Iowa Recorder has been properly made.
2. The public hearing regarding termination of the above legally described property is closed and the Mayor is authorized to terminate and release the easement interests recorded on April 18, 2019 at Book 2019, Page 5360 in the Office of the Dallas County, Iowa Recorder.
3. The new permanent storm sewer easement obtained reflecting the as-built location to the City of West Des Moines, Iowa, provided by the property owner shown on **Exhibit "A"** is hereby approved and accepted.
4. The City Clerk is directed to certify the Council's approval and acceptance.

5. The documents shall be recorded with the County Recorder as appropriate.

PASSED AND APPROVED this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**SOUTH 88TH STREET & MILLS CIVIC PARKWAY RECONSTRUCTION PROJECT
PROJECT NO. 0510-048-2018**

PARCEL	PROPERTY OWNER	EXHIBIT NO.
26	Edgewater A Wesley Active Life Community Corrected Michael's Landing Plat 1, Outlot C	26-P(3)

Prepared by: Greta Truman, Asst. City Attorney, 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, IA 50265; (515) 222-3673
Address Tax Statements/Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265

SPACE ABOVE THIS LINE FOR RECORDER

**TERMINATION BY THE CITY OF WEST DES MOINES, IOWA OF PERMANENT
STORM SEWER EASEMENT LOCATED WITHIN CORRECTED MICHAEL'S
LANDING PLAT 1, OUTLOT C, WEST DES MOINES, IOWA**

The undersigned, on behalf of the City of West Des Moines, Iowa, hereby states that the Permanent Storm Sewer Easement dated March 25, 2019 on property legally described as Corrected Michael's Landing Plat 1, Outlot C, West Des Moines, Iowa and shown in Book 2019, Page 5360 in the Office of the Dallas County, Iowa Recorder is hereby terminated in its entirety by authority of the West Des Moines City Council as shown in Resolution _____ given _____, 2019.

CITY OF WEST DES MOINES, IOWA,
an Iowa municipal corporation

Steven K. Gaer
Mayor

ATTEST:

Ryan Jacobson
City Clerk

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

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT STORM SEWER

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Permanent Easement

The undersigned, on behalf of **Edgewater, a Wesley Active Life Community, LLC**, a limited liability company (“Grantor”) and owner of property upon which this Easement is located, 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, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal corporation (“City”), an exclusive permanent and perpetual Storm Sewer Easement (“Easement”) upon, over, under, through and across the real property as shown and legally described on the attached Acquisition Plat as **Exhibit “26-P(3)”** (“Easement Area”).

Use and Purpose of Easement

This Easement shall be granted solely for the purposes of constructing and permanently maintaining a permanent storm sewer; allowing the City to enter at any time upon and into the Easement Area and to use as much of the surface and subsurface thereof to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the permanent storm sewer whenever necessary; and constructing the South 88th Street and Mills Civic Parkway Reconstruction Project and appurtenances (hereinafter “Project”). The use the Easement Area is subject to the following terms and conditions:

- (a) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City. The installation of driveways, sidewalks or other objects installed or placed in the Easement area shall be subject to removal and replacement at Grantor’s expense if necessary for City to access the Easement area for its intended purpose.

- (b) The City 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 facilities 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.
- (c) The City shall take reasonable steps to ensure that all work performed by the City in the Easement Area will be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Easement Area described herein shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and landscaping and restoration of existing grade, and subject to the provisions of paragraph 1(a), above. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Easement Area.
- (d) Unless done at the direction or by the authority of the City, nothing in this Easement Agreement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies) other than the City or its contractors.
- (e) It is understood and agreed that the consideration for this Easement includes full compensation for damages to Grantors as agreed upon by the City and the Grantors.
- (f) Upon restoration of the Easement Area, Grantor will resume all maintenance responsibilities of the Easement Area.

2. Hold Harmless

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

3. Successors and Assigns

The terms and conditions of both Easements are binding upon the Grantor, including but not limited to its successors, assigns, 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 successors, assigns and personal representatives of the parties hereto.

4. Jurisdiction and Venue

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

5. Lawful Authority

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

6. Approval of City

These Easements shall not be binding until they have received the final approval and acceptance by the City of West Des Moines, Iowa, which approval and acceptance shall be noted on this Easement Agreement by the City Clerk.

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 "Grantor" shall refer to Edgewater, a Wesley Active Life Community, LLC, its assigns, successors-in-interest, or lessees, if any.

8. Integration

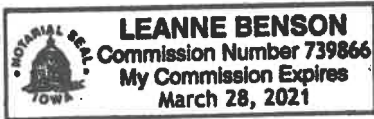
This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

9. Paragraph Headings

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement

By executing this easement agreement below, the Parties agree to be bound by its terms:

**EDGEWATER, A WESLEY ACTIVE
LIFE COMMUNITY, LLC**



**Robert W. Kretzinger
President and Chief Executive Officer**

STATE OF IOWA)
) SS
COUNTY OF POLK)

This record was acknowledged before me this 10 day of September, 2019, by **Robert W. Kretzinger, as President and Chief Executive Officer of Edgewater, A Wesley Active Life Community, LLC**, an Iowa limited liability company, on behalf of said limited liability company.

Notary Public

CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Storm Sewer and Access Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on the ___ day of _____, 2019, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 2019.

CITY OF WEST DES MOINES, IOWA

BY: _____
Ryan T. Jacobson, City Clerk

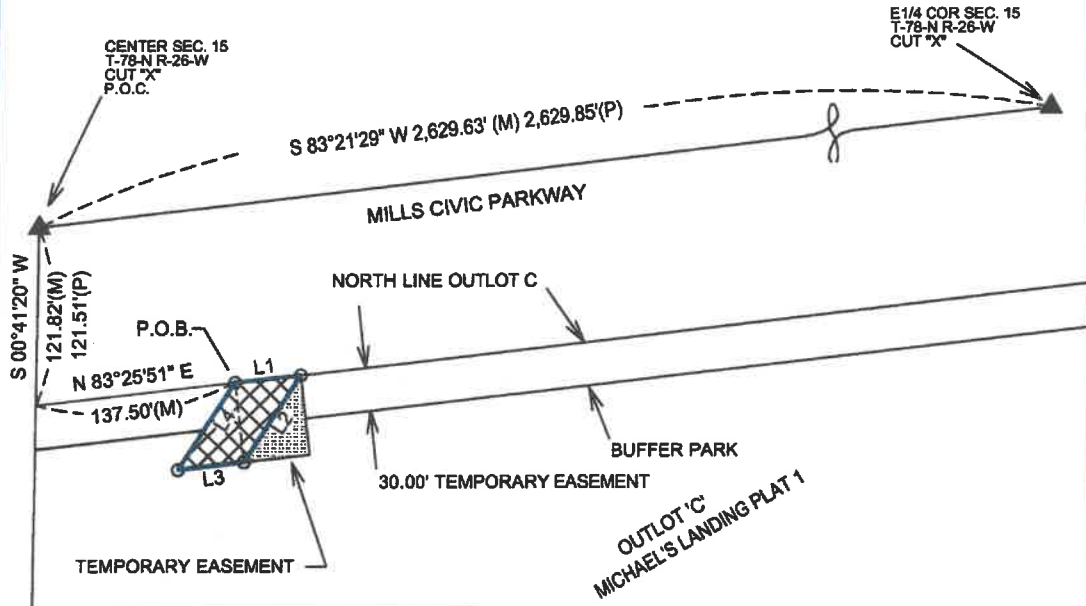
ACQUISITION PLAT

**PERMANENT STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
S. 91th ST. & MILLS CIVIC PARKWAY - PARCEL NO. 26 - P(3)
CITY OF WEST DES MOINES PROJECT NO. 0510-048-2018**

OWNER:
EDGEWATER A WESLEY ACTIVE LIFE COMMUNITY
BOOK 2015, PAGE 7495

LEGAL DESCRIPTION:

Commencing at the Center of S ection 15, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence South 00° 41' 20" West, 121.82 feet; thence North 83° 25' 51" East, 137.50 feet to the POINT OF BEGINNING; thence continuing Northeasterly along said line, 45.00 feet; thence South 32° 43' 13" West, 71.06 feet; thence South 83° 25' 51" West, 45.00 feet; thence North 32° 43' 13" East, 71.06 feet to the POINT OF BEGINNING containing 2,475 Square Feet (0.057 acre) subject to easements apparent or of record.



	BEARING	DISTANCE
L-1	N 83° 25' 51" E	45.00' (M & P)
L-2	S 32° 43' 13" W	71.06' (M & P)
L-3	S 83° 25' 51" W	45.00' (M & P)
L-4	N 32° 43' 13" E	71.06' (M & P)



- LEGEND**
- ▲ SECTION CORNER FOUND
 - △ SECTION CORNER SET
 - MONUMENT FOUND
 - 1/2" RE-ROD WITH YELLOW CAP #10318 TO BE SET AFTER CONSTRUCTION
 - (P) PLATTED OR RECORD DIMENSION
 - (M) MEASURED DIMENSION
 - PLATTED OR PROPERTY LINE
 - SECTION LINE
 - CENTERLINE ABANDONED



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

Micheal G. Semke 3/17/19
SIGNATURE DATE
MICHAEL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
THIS CERTIFICATION COVERS THIS SHEET ONLY.

	NO.	DATE	BY	REVISION DESCRIPTION	CITY OF WEST DES MOINES 4200 MILLS CIVIC PARKWAY WEST DES MOINES, IA. 50265 (515) 222-3475	SHEET 1 OF 1

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

DATE: October 7, 2019

ITEM: Resolution - Opening and closing public hearing and approving conveyance of an easement to MidAmerican Energy Company to relocate a transformer on property at the northeast corner of S. 81st Street and Mills Civic Parkway, locally known as 8055 Mills Civic Parkway (S. 88th & Mills Civic Parkway Improvements Project, Project No. 0510-048-2018).

FINANCIAL IMPACT: None at this time

SYNOPSIS: An Easement is needed by MidAmerican Energy from the City of West Des Moines for relocation of a transformer and switchgear. The transformer and switchgear will be relocated from the southwest corner to the northeast corner of S. 81st Street and Mills Civic Parkway, locally known as 8055 Mills Civic Parkway. The attached resolution authorizes the conveyance of an easement to MidAmerican Energy to relocate a transformer.



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

RECOMMENDATION:

Approve - Resolution opening and closing public hearing and approving conveyance of an easment to MidAmerican Energy for relocation of a transformer.

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	Des Moines Register
Dates(s) Published	09/28/19

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes	No	Split

Prepared by: Greta Truman, Assistant City Attorney , P.O. Box 65320, West Des Moines IA 50265-0320; 515-222- 3673
Return/Address Tax Statements: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265

**SPACE ABOVE THIS LINE
FOR RECORDER**

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING
CONVEYANCE OF PROPERTY INTEREST TO MIDAMERICAN ENERGY**

WHEREAS, the City of West Des Moines, Iowa is the owner of property located at the northeast corner of S. 81st Street and Mills Civic Parkway, locally known as 8055 Mills Civic Parkway; and

WHEREAS, an Easement is needed by MidAmerican Energy from the City for relocation of a transformer; and

WHEREAS, pursuant to the Code of Iowa Sections 362.3 and 364.7, publication of notice regarding conveyance of the property interest has been made; and

WHEREAS, this being the time and place for a public hearing regarding conveyance of the property interest; and

WHEREAS, the City of West Des Moines has prepared a Public Utility Easement to MidAmerican Energy; 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

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 364.7, publication of notice regarding conveyance of the property interest has been properly made.
2. The public hearing regarding conveyance of the property interest to MidAmerican Energy in the form of a Public Utility Easement for relocation of a transformer at the northeast corner of S. 81st Street and Mills Civic Parkway, locally known as 8055 Mills Civic Parkway is closed and is hereby approved.

3. The Mayor is authorized to sign the documents and the City Clerk is directed to attest to the Mayor's signature.
4. The document shall be recorded with the County Recorder as appropriate.

PASSED AND APPROVED this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

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

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Permanent Easement

The undersigned, on behalf of the **CITY OF WEST DES MOINES**, a municipal corporation organized under the laws of the state of Iowa, (hereinafter referred to as “City”), owner of property upon which this Easement is located), 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, does hereby sell, grant, and convey to **MIDAMERICAN ENERGY COMPANY**, an Iowa corporation (“Grantee”), a permanent and perpetual Public Utility Easement (“Easement”) upon, over, under, through, and across the real property as shown and legally described on the attached Permanent Public Utility Easement Plats as **Exhibits “PUE-001” and “PUE-002”** (“Easement Area”).

2. Use and Purpose of Easement

This Public Utility Easement shall be granted to MidAmerican Energy Company for the sole purpose of locating a transformer in the Easement Area and accessing the Easement Area to construct, reconstruct, maintain and repair, whenever necessary, the above-described transformer. No other structures or buildings of any kind whatsoever shall be erected upon the Easement Area without the express written consent of City.

The use of the Easement Area is subject to the following terms and conditions:

MidAmerican Energy shall 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 facilities 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.

MidAmerican Energy shall take reasonable steps to ensure that all work performed in the Easement Area will be initiated and completed within a reasonable period.

Following completion of the work, MidAmerican Energy shall restore the Easement Area to a condition similar to that which existed prior to the performance of work. MidAmerican Energy Company shall also remove all debris, spoils, equipment, etc. used in connection with work performed in the Easement Area.

3. Hold Harmless

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

4. Benefits, Burdens and Assignment

All provisions of this Easement, including benefits and burdens, run with the land and are binding upon the City and the Grantee, including but not limited to future owners, developers, lessees, occupants or assignees.

5. Jurisdiction and Venue

The City and MidAmerican Energy 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 said parties shall consent to the jurisdiction of **Dallas** County, Iowa.

6. Words and Phrases

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

7. Parties

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "Grantee"

shall refer to MidAmerican Energy Company, its assigns, successors in interest, or lessees, if any.

8. Integration

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

9. Paragraph Headings

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

Dated this ____ day of _____, 2019.

CITY OF WEST DES MOINES, IOWA,
an Iowa municipal corporation

Steven K. Gaer
Mayor

ATTEST:

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 County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. 19-_____, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary, State of Iowa

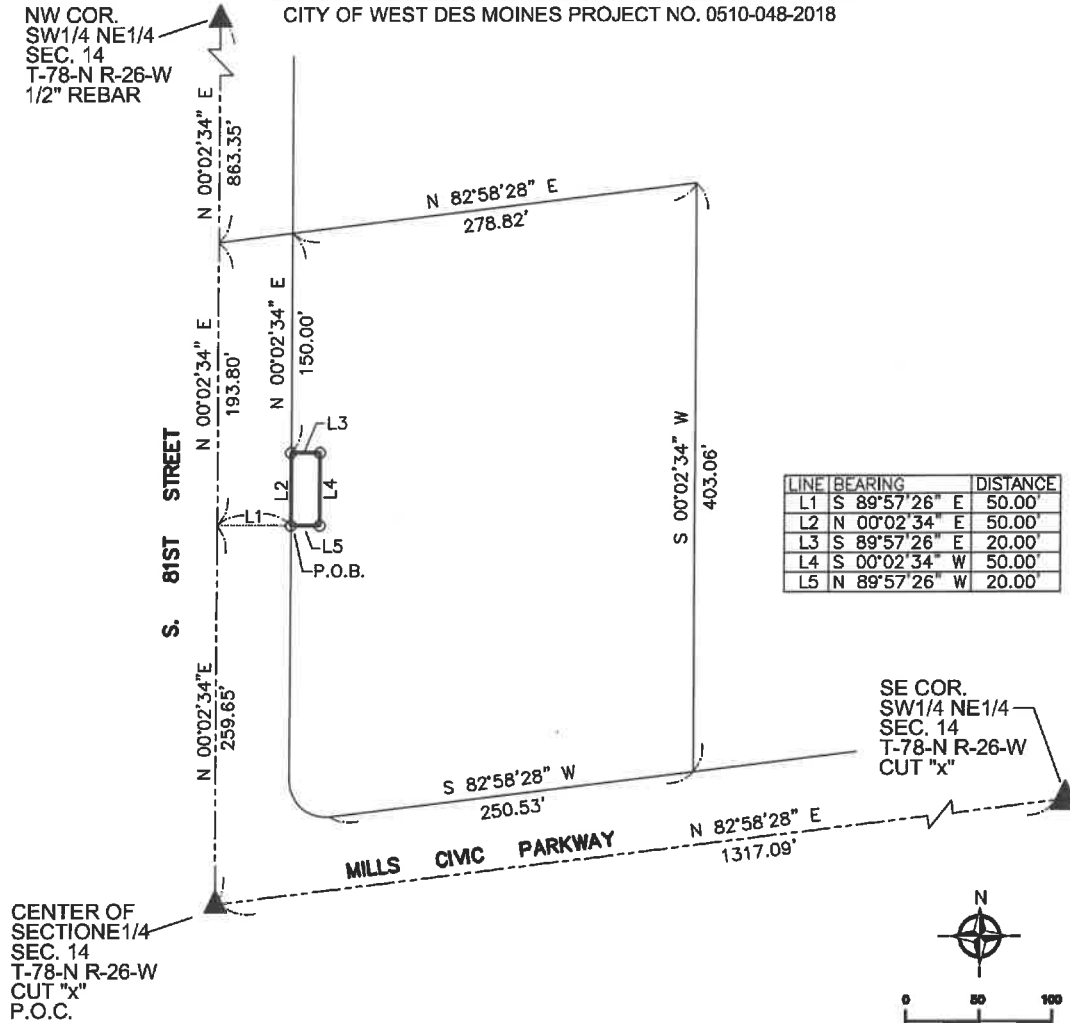
Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	1614200032
Description:	Part of SW 1/4 NE 1/4, Sec. 14 - T78N - R26W
Proprietor:	City of West Des Moines
Surveyor:	Micheal G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 (515) 278-2913

PERMANANT EASEMENT

EXHIBIT PUE-001

PUBLIC UTILITY EASEMENT BEING CONVEYED TO MID AMERICAN ENERGY
S. 81ST ST. & MILLS CIVIC PARKWAY - PARCEL NO. PUE-001
CITY OF WEST DES MOINES PROJECT NO. 0510-048-2018

NW COR.
SW1/4 NE1/4
SEC. 14
T-78-N R-26-W
1/2" REBAR



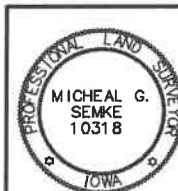
CENTER OF SECTION 1/4
SEC. 14
T-78-N R-26-W
CUT "x"
P.O.C.

SE COR.
SW1/4 NE1/4
SEC. 14
T-78-N R-26-W
CUT "x"

LEGEND

- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET
- MONUMENT FOUND
1/2" ROD WITH YELLOW CAP #7814 UNLESS NOTED
- 1/2" RE-ROD WITH YELLOW CAP #10318 TO BE SET AFTER CONSTRUCTION
- (P) PLATTED OR RECORD DIMENSION
- (M) MEASURED DIMENSION
- PLATTED OR PROPERTY LINE
- SECTION LINE

NOTE ALL DIMENSIONS SHOWN ARE RECORD/PLATTED DIMENSIONS SEE ACQUISITION PLAT IN BOOK 2003, PAGE 23123



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

SIGNATURE _____ DATE _____
MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
1 OF 2

Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	1614200032
Description:	Part of SW 1/4 NE 1/4, Sec. 14 - T78N - R26W
Proprietor:	City of West Des Moines
Surveyor:	Micheal G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 (515) 278-2913

PERMANANT EASEMENT

EXHIBIT PUE-001

PUBLIC UTILITY EASEMENT BEING CONVEYED TO MID AMERICAN ENERGY
S. 81ST ST. & MILLS CIVIC PARKWAY - PARCEL NO. PUE-001
CITY OF WEST DES MOINES PROJECT NO. 0510-048-2018

PROPERTY OWNER:
CITY OF WEST DES MOINES
8055 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50266
BOOK 2003, PAGE 23123

LEGAL DESCRIPTION:

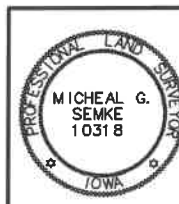
PART OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, SEE ACQUISITION PLAT FILED FOR RECORD IN BOOK 2003, PAGE 23123 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Center of Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence North 00° 02' 34" East along the West line of said Northeast Quarter, 259.65 feet; thence South 89° 57' 26" East, 50.00 feet to the POINT OF BEGINNING, said point being on the East Right-of-way line of 81st Street; thence North 00° 02' 34" East along said Right-of-way, 50.00 feet; thence South 89° 57' 26" East, 20.00 feet; thence South 00° 02' 34" West, 50.00 feet; thence North 89° 57' 26" West, 20.00 feet to the POINT OF BEGINNING containig 1000 Square Feet (0.023 acre) subject to easements apparent or of record.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET
- MONUMENT FOUND
1/2" ROD WITH YELLOW
CAP #7814 UNLESS NOTED
- 1/2" RE-ROD WITH YELLOW
CAP #10318 TO BE SET
AFTER CONSTRUCTION
- (P) PLATTED OR RECORD DIMENSION
- (M) MEASURED DIMENSION
- _____ PLATTED OR PROPERTY LINE
- SECTION LINE



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

SIGNATURE _____ DATE _____
MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
2 OF 2

Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	1614200032
Description:	Part of SW 1/4 NE 1/4, Sec. 14 - T78N - R26W
Proprietor:	City of West Des Moines
Surveyor:	Michael G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 (515) 278-2913

PERMANANT EASEMNT

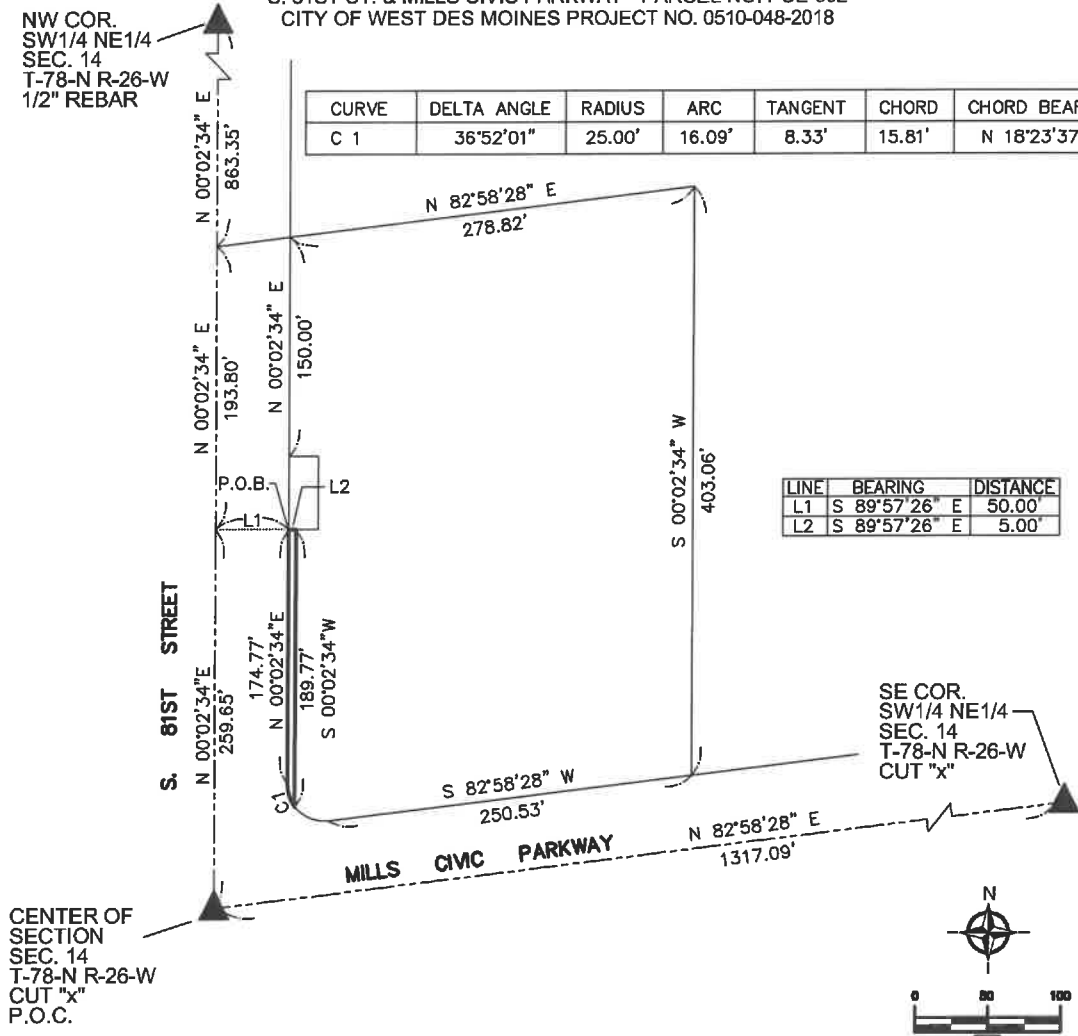
EXHIBIT PUE-002

PUBLIC UTILITY EASEMENT BEING CONVEYED TO MID AMERICAN ENERGY
S. 81ST ST. & MILLS CIVIC PARKWAY - PARCEL NO. PUE-002
CITY OF WEST DES MOINES PROJECT NO. 0510-048-2018

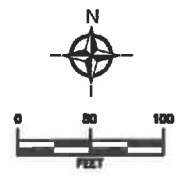
NW COR.
SW 1/4 NE 1/4
SEC. 14
T-78-N R-26-W
1/2" REBAR

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	36°52'01"	25.00'	16.09'	8.33'	15.81'	N 18°23'37"W

LINE	BEARING	DISTANCE
L1	S 89°57'26" E	50.00'
L2	S 89°57'26" E	5.00'



CENTER OF SECTION
SEC. 14
T-78-N R-26-W
CUT "x"
P.O.C.



LEGEND

- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET
- MONUMENT FOUND
1/2" ROD WITH YELLOW CAP #7814 UNLESS NOTED
- 1/2" RE-ROD WITH YELLOW CAP #10318 TO BE SET AFTER CONSTRUCTION
- (P) PLATTED OR RECORD DIMENSION
- (M) MEASURED DIMENSION
- PLATTED OR PROPERTY LINE
- SECTION LINE

NOTE ALL DIMENSIONS SHOWN ARE
RECORD/PLATTED DIMENSIONS SEE ACQUISITION
PLAT IN BOOK 2003, PAGE 23123



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

SIGNATURE _____ DATE _____
MICHAEL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
1 OF 2

Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	1614200032
Description:	Part of SW 1/4 NE 1/4, Sec. 14 - T78N - R26W
Proprietor:	City of West Des Moines
Surveyor:	Micheal G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 (515) 278-2913

PERMANANT EASEMNT

EXHIBIT PUE-002

PUBLIC UTILITY EASEMENT BEING CONVEYED TO MID AMERICAN ENERGY
81ST ST. & MILLS CIVIC PARKWAY - PARCEL NO. PUE-002
CITY OF WEST DES MOINES PROJECT NO. 0510-048-2018

PROPERTY OWNER:

CITY OF WEST DES MOINES
8055 MILLS CIVIC PARKWAY
WEST DES MOINES, IA 50266
BOOK 2003, PAGE 23123

LEGAL DESCRIPTION:

PART OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, SEE ACQUISITION PLAT FILED FOR RECORD IN BOOK 2003, PAGE 23123 OF THE DALLAS COUNTY RECORDER'S OFFICE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Center of Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence North 00° 02' 34" East along the West line of said Northeast Quarter, 259.65 feet; thence South 89° 57' 26" East, 50.00 feet to the POINT OF BEGINNING, said point being on the East Right-of-way line of 81st Street; thence continuing Easterly along said line, a distance of 5.00 feet; thence South 00° 02' 34" West, 189.77 feet to the point of curvature of a non-tangent curve, said point also being on the Easterly Right-of-way line of 81st Street, concave to the East, having a radius of 25.00 feet, a central angle of 36° 52' 01", and a chord of 15.81 feet bearing North 18° 23' 37" West; thence Northerly along said curve and along said Right-of-way, a distance of 16.09 feet; thence North 00° 02' 34" East along said Right-of-way, 174.77 feet to the POINT OF BEGINNING containing 925 Square Feet (0.021 acre) subject to easements apparent or of record.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET
- MONUMENT FOUND
1/2" ROD WITH YELLOW
CAP #7814 UNLESS NOTED
- 1/2" RE-ROD WITH YELLOW
CAP #10318 TO BE SET
AFTER CONSTRUCTION
- (P) PLATTED OR RECORD DIMENSION
- (M) MEASURED DIMENSION
- PLATTED OR PROPERTY LINE
- SECTION LINE



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

SIGNATURE _____ DATE _____
MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
2 OF 2

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

ITEM: Public Hearing, FY 2019-20 Budget Amendment #1

DATE: October 7, 2019

FINANCIAL IMPACT: There will be no increase to the tax rates as a result of this amendment. Details of the more significant adjustments include the following:

General Fund – net decrease to the fund of \$2,899,685

The general fund piece of this amendment primarily consists of:

The hiring of additional Public Safety staff and equipment for the new hires as the result of the Local Option Sales and Services Tax passing in March of 2019.

- Increase of \$465,829 for the hiring of 5 additional police officers, 1 additional sergeant, and 1 additional lieutenant
- Increase of \$239,473 for the hiring of 5 new fire fighters, the promotion of 3 existing fire fighters to lieutenant, and the promotion of 3 existing fire fighters to driver/operator.
- Increase to expenses of \$90,000 for the purchase of 2 new police squad cars
- Increase to expenses of \$73,920 for equipment for new police officers
- Increase to expenses of \$12,000 for equipment for new fire fighters

Other less-significant adjustments within the General Fund are as follows:

- \$37,000 increase to replace a police squad car that was totaled, partially offset by insurance proceeds received in prior fiscal year.
- Carryover of \$44,200 of Fire Department expenses for uniforms which were originally budgeted in FY 18-19.
- \$21,980 increase to the WestPet expenses for updated shelter expenses and also Clive and Urbandale's share of shelter expenses, which will be reimbursed and shown as offsetting revenue
- \$30,200 increase to the Metro Salt Shed expenses for the refurbishment of a salt conveyor, expense is covered by funds contributed from other communities using the facility.
- Carryover of \$65,000 of expenses related to Engineering Services facilities software that was originally in the FY 18-19 budget.
- \$63,855 reallocation for a Secretary position which was moved to Engineering from Development Services.
- \$126,930 increase in Parks & Recreation expenses for the upgrade of the recreation coordinator to a recreation/facility supervisor and the addition of an Arts, Culture, and Enrichment Coordinator, brought on staff in anticipation of the amphitheater and boathouse facilities being constructed.
- \$20,000 increase in expenses for the repair to pumps and replacement of valves at Holiday Aquatic Center.

- \$52,092 increase in Library expenses for the hiring of a collection services assistant
- Carryover of \$27,950 of expenses related to Development Services comprehensive plan project which was originally budgeted in FY 17-18
- \$50,000 increase in Community & Economic Development expense for outside legal expenses related to Urban Renewal Areas and Development Agreements.
- Carryover of \$379,588 of expenses related to the Property Improvement and Regulatory Compliance Funds, which were originally budgeted in FY 17-18
- Carryover of \$36,649 of expenses for Metro Home Improvement Program projects started in the prior fiscal year.
- \$32,000 increase in City Manager Office Training Expense for Predictive Index training.
- \$26,600 increase in expenses for the rental of temporary furniture and moving expenses for the City Hall Interior Renovation project.
- \$13,700 increase in expenses for payroll services related to new software.
- Carryover \$80,285 of expenses originally budgeted in FY 17-18 related to the purchase and project management of the human resources software project.
- \$82,000 increase of expenses related to software maintenance of old human resources software which will need to remain active through calendar 2020.
- Reclassification of \$300,000 from an expense to a transfer out related to the Technology Replacement Fund.

Special Revenue Fund - net decrease to the fund of \$3,595,941

- \$128,470 increase to expenses for pension expenses related to the hiring of new public safety staff. This will be covered using Polk County LOSST funds.
- \$50,000 increase in revenue to reflect a Bravo grant for the Public Art program.
- \$214,640 increase in expenses to the Public Art Fund for the carryover of projects from FY 18-19 and the addition of a project that will be funded by a Bravo grant.
- \$124,175 increase in expenses to the 8300 Mills TIF Fund for expenses related to the Sammons development agreement
- \$5,585 increase to expenses in the Dallas County Local Housing Trust Fund for the carry-over of funds from FY 2018-19.

Debt Service Fund - net decrease to the fund of \$1,921,256

- \$6,976,471 increase to principal for bond payments as a result of recent issuances
- \$4,178,090 increase Debt Service Transfers In, for bond payments covered by TIF Revenue.

Capital Projects Fund - net decrease to the fund of \$45,413,838

Revenue for the Capital Projects Fund will have a net decrease of \$10,569,645 due to bond proceeds for the RecPlex will be placed in the Enterprise Fund instead of the Capital Project Fund.

Expenses for Capital Projects will increase by \$49,340,190, major adjustments in expenditures (defined as being over \$200,000) for the following public improvements are due to projects scheduled for FY 18-19 but need to be carried over to FY 19-20:

West Public Services Building	\$	12,830,905
Veterans Parkway-SE 50 th to SW 60 th w/bridge		6,174,130
Veterans Parkway-SW 60 th to Wild Rose Lane		3,060,720
Veterans Parkway-Adams St to SE 50 th		2,486,155
Veterans Parkway=SE Maffitt Lake Rd to Adams St		2,098,955
SW 60 th St-South of Adams		1,988,145
Veterans Parkway-Wild Rose Ln to Grand Prairie Pkwy		1,787,855
Grand Ave Reconstruction-1 st to 6 th		1,644,790
S. Grand Prairie Pkwy-SW Madison to Veterans Pkwy		1,615,320
HMA Resurfacing & ADA Accessible		1,587,289
Ashworth Road Reconstruction-88 th (N) to 98 th		1,335,095
Raccoon River Park Boathouse		1,215,000
E.P. True Parkway Widening		1,128,185
2019 PCC Patching		1,050,173
City Hall Amphitheater		850,000
S. Grand Prairie Pkwy-Madison Ave to Raccoon River Dr		822,530
City Hall Interior Renovation		667,600
2019 Street Reconstruction		581,929
Overhead to Underground Conversion 68 th JCP		555,140
Hidden Point Park		520,135
Valley Junction Alleys		505,562
Valley Junction Trail Connection		422,958
S. Grand Prairie Pkwy-Stagecoach to MCP		420,530
Pinedale Park		332,730
Whisper Point Park		325,000
JCP & Ashworth Rd Intersection Improvements		279,100
Alluvion Water Booster Station		277,812
Valley View Park-Central Site Grading, Utilities, Roadway		275,362
Station #21 Generator & Electrical Services Upgrade		225,977
Ashworth Road Reconstruction-JCP to 81 st St		206,026
Total of major projects	\$	47,271,138

Business Type / Enterprise Funds - net decrease to the fund of \$19,835,317

- \$16,689,955 increase to revenue for bond proceeds revenue related to the RecPlex Enterprise Fund.
- Increase expenses by \$12,290,062 for the carryover of costs associated with the construction and design of the MidAmerican Energy RecPlex.
- Increase expenses \$1,154,575 for debt payments issued for the MidAmerican Energy RecPlex.

- Increase expenses \$110,000 for the hiring of a RecPlex general manager for the remainder of FY 19-20.
- Increase of \$133,333 in revenue and expenses for the Solid Waste Fund due to an increase in recycling fees.
- Expenses for Sanitary Sewer and Stormwater Capital projects will increase by \$8,617,605. Several projects which had been scheduled for completion in FY 18-19 have not been completed and are being updated and carried over to FY 19-20, major adjustments in expenditures (defined as being over \$200,000) are for the following public improvements :

Raccoon River Basin Segment 5	\$3,621,260
Grand Ave West Segment 3 & 4	1,339,785
South Service Area Segment 3	689,785
NE Basin Connection to 4 th & Ashworth	665,335
Walnut Creek Outfall	449,140
Sanitary Rehabilitation	425,470
Blue Creek-Valley West & Westtown Storm Sewer	257,655
Storm Sewer Intake Replacement	235,750
Total of major projects	\$7,684,180

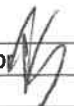

- \$79,000 decrease in expenses for the updated WRA operational costs of the Sanitary Sewer System.
- \$36,165 increase in expenses to the Vehicle Replacement fund for the carryover of the replacement of unit #210 that was scheduled for replacement in FY 2018-19.

BACKGROUND: This is a public hearing on Amendment #1 to the City's FY 2019-20 operating and capital budget. The Finance Director and Budget Analyst developed this amendment after reviewing all expenditure levels and receiving input from several of the departments. The amendment was presented and discussed with the Finance & Administration Committee on September 18, 2019, where the Committee recommended approval.

RECOMMENDATION: Adopt Resolution approving Amendment #1 to the FY 2019-20 operating and capital budget.

Lead Staff Member: Chris Hamlett, Budget Analyst 

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	The Des Moines Register
Dates(s) Published	September 27, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	September 18, 2019		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE ANNUAL BUDGET FOR THE CURRENT FISCAL YEAR ENDING JUNE 30 2020.

WHEREAS, on October 7, 2019 the City Council approved and adopted an amendment to the City’s annual budget for the current fiscal year ending June 30, 2020, and

WHEREAS, further amendment to the City’s annual budget for the current fiscal year ending June 30, 2020 is necessary to reflect changing estimates of revenue and expenditure appropriations and adjustments in expenditures across all programs and transfers between funds and between programs; and

WHEREAS, the provisions of Chapter 384, Code of Iowa require a public hearing on the amendment to the City’s annual budget for the current fiscal year ending June 30, 2020, and

WHEREAS, those residents and taxpayers of the City interested in the amendment to the City’s annual budget for the current fiscal year ending June 30, 2020, have been given an opportunity to present to the City Council objections to any part of the amendment budget and arguments in favor of any part of the amendment budget at this public meeting.

NOW THEREFORE, BE IT RESOLVED that upon due consideration of all view and comments presented by City residents and taxpayers, the public hearing on the amendment to the City of West Des Moines annual budget for the current fiscal year ending June 30, 2020 is hereby closed..

PASSED AND APPROVED this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

77-727

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #1

To the Auditor of POLK, DALLAS, WARREN, & MADISON County, Iowa:

The City Council of West Des Moines in said County/Countries met on 10/7/2019, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2020
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of West Des Moines

Section 1. Following notice published 9/27/2019

and the public hearing held, 10/7/2019 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	57,410,675	0	57,410,675
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	57,410,675	0	57,410,675
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	16,241,444	0	16,241,444
Other City Taxes	6	15,753,277	0	15,753,277
Licenses & Permits	7	1,755,800	0	1,755,800
Use of Money and Property	8	1,960,069	0	1,960,069
Intergovernmental	9	21,636,940	-20,517	21,616,423
Charges for Services	10	22,551,800	133,333	22,685,133
Special Assessments	11	125,000	0	125,000
Miscellaneous	12	11,692,046	-249,200	11,442,846
Other Financing Sources	13	24,425,000	6,120,310	30,545,310
Transfers In	14	112,148,569	2,606,249	114,754,818
Total Revenues and Other Sources	15	285,700,620	8,590,175	294,290,795
Expenditures & Other Financing Uses				
Public Safety	16	33,188,943	1,140,084	34,329,027
Public Works	17	10,970,683	175,175	11,145,858
Health and Social Services	18	1,340,460	0	1,340,460
Culture and Recreation	19	10,628,702	418,882	11,047,584
Community and Economic Development	20	9,506,413	573,037	10,079,450
General Government	21	9,967,144	-46,165	9,920,979
Debt Service	22	24,273,255	5,767,155	30,040,410
Capital Projects	23	68,210,008	49,363,190	117,573,198
Total Government Activities Expenditures	24	168,085,608	57,391,358	225,476,966
Business Type / Enterprises	25	52,991,602	22,258,605	75,250,207
Total Gov Activities & Business Expenditures	26	221,077,210	79,649,963	300,727,173
Transfers Out	27	112,148,569	2,606,249	114,754,818
Total Expenditures/Transfers Out	28	333,225,779	82,256,212	415,481,991
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-47,525,159	-73,666,037	-121,191,196
Beginning Fund Balance July 1	30	253,234,961	0	253,234,961
Ending Fund Balance June 30	31	205,709,802	-73,666,037	132,043,765

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Fund Summary

Fund Type	Revenues Inc. (Dec)	Expenditures Inc. (Dec)	Transfers In	Transfers (Out)	Net Inc. (Dec)
General	\$ (20,517)	\$ 1,783,526	\$ 889,105	\$ 1,984,747	\$ (2,899,685)
Special Revenue	\$ 50,800	\$ 477,487	\$ 127,455	\$ 3,296,709	\$ (3,595,941)
Debt Service	\$ -	\$ 5,767,155	\$ 4,178,090	\$ 332,191	\$ (1,921,256)
Capital Projects	\$ (10,569,645)	\$ 49,363,190	\$ 2,893,997	\$ (11,625,000)	\$ (45,413,838)
Business Type / Enterprise	\$ 16,523,288	\$ 22,258,605	\$ (5,482,398)	\$ 8,617,602	\$ (19,835,317)
	\$ 5,983,926	\$ 79,649,963	\$ 2,606,249	\$ 2,606,249	\$ (73,666,037)

Revenue Detail

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
General Fund								
<i>Intergovernmental</i>								
100	105	113	4380	469	Local Agreement YJI	\$ 80,113	\$ 2,403	\$ 82,516
119	105	119	4380	480	Local Agreement WestPet-Clive	\$ 65,064	\$ 4,750	\$ 69,814
119	105	119	4380	481	Local Agreement WestPet-Urband	\$ 165,125	\$ 8,780	\$ 173,905
150	000	000	4380	472	Local Agreements Water Works	\$ 90,000	\$ (30,700)	\$ 59,300
140	200	290	4380	476	Local Agreements Salt Storage	\$ 25,000	\$ (5,750)	\$ 19,250
<i>Sub-total Intergovernmental</i>							\$ (20,517)	
General Fund Total							\$ (20,517)	
Special Revenue Fund								
<i>Miscellaneous</i>								
435	400	700	4610	710	Donations Benches	\$ 5,100	\$ 800	\$ 5,900
437	400	470	4600	705	Private Grant	\$ -	\$ 50,000	\$ 50,000
<i>Sub-total Miscellaneous</i>							\$ 50,800	
Special Revenue Fund							\$ 50,800	
Capital Projects								
<i>Bond Issues</i>								
528	000	000	4800	800	Proceeds from Debt	\$ -	\$ 12,625,000	\$ 12,625,000
528	000	000	4800	805	Proceeds from Debt Premium/Disc	\$ -	\$ 1,205,355	\$ 1,205,355
599	000	000	4800	800	Bond Proceeds	\$ 24,400,000	\$ (24,400,000)	\$ -
<i>Bond Issues</i>							\$ (10,569,645)	
Capital Projects Funds Total							\$ (10,569,645)	
Business Type								
<i>Charges for Service</i>								
690	200	280	440	533	Fees Solid Waste	\$ 2,065,000	\$ 133,333	\$ 2,198,333
<i>Sub-total Charges for Service</i>							\$ 133,333	
<i>Bond Issues</i>								
692	000	000	4800	800	Proceeds from Debt	\$ -	\$ 15,400,000	\$ 15,400,000
692	000	000	4800	805	Proceeds from Debt Premium/Disc	\$ -	\$ 1,289,955	\$ 1,289,955
<i>Bond Issues</i>							\$ 16,689,955	
<i>Miscellaneous</i>								
740	650	700	4700	760	Internal Service Leases	\$ 300,000	\$ (300,000)	\$ -
<i>Sub-total Miscellaneous</i>							\$ (300,000)	
Business Type Funds Total							\$ 16,523,288	
Revenue Total							\$ 5,983,926	

Expenditure Summary

Program	Change Inc. (Dec)
Public Safety	
Operating	
Police Department	\$ 691,549
Fire Suppression	\$ 283,885
Westside Station	\$ 14,200
Fire Administration	\$ 8,875
WestPet	\$ 21,980
EMS	\$ (8,875)
Operating Total	\$ 1,011,614
Special Revenue	
Police & Fire Retirement	\$ 128,470
Special Revenue Total	\$ 128,470
Public Safety Total	\$ 1,140,084
Public Works	
Operating	
Public Services - Street Maintenance	\$ 16,120
Engineering Services	\$ 128,855
Metro Salt Storage Facility	\$ 30,200
Operating Total	\$ 175,175
Public Works Total	\$ 175,175
Culture & Recreation	
Operating	
Parks-Public Services	\$ 11,000
Recreation	\$ 126,930
Valley View Park	\$ 1,000
Holiday Aquatic Center	\$ 20,000
Valley View Aquatic Center	\$ (11,400)
Library-Collection Services	\$ 52,095
Operating Total	\$ 199,625
Special Revenue	
Parks Trust	\$ 1,350
Public Art	\$ 214,640
Library Friends Trust	\$ 3,267
Special Revenue Total	\$ 219,257
Culture & Recreation Total	\$ 418,882

Expenditure Summary

Program	Change Inc. (Dec)
Community & Economic Development	
Development Services	\$ (27,960)
Community & Economic Development	\$ 434,588
Metro Home Improvement Program	\$ 36,649
Operating Total	\$ 443,277
Special Revenue	
8300 Mills Parkway	\$ 124,175
Dallas County Local Housing Trust Fund	\$ 5,585
Special Revenue Total	\$ 129,760
Community & Economic Development Total	\$ 573,037
General Government	
Operating	
City Manager's Office	\$ 32,000
City Hall	\$ 40,750
Legal	\$ 5,100
Information Technology Services	\$ (300,000)
Finance	\$ 13,700
Human Resources	\$ 162,285
Operating Total	\$ (46,165)
General Government Total	\$ (46,165)
Debt Service	\$ 5,767,155
Capital Projects	\$ 49,363,190
Total Government Activities Expenditures	\$ 57,391,358
Business Type / Enterprise	\$ 22,258,605
Total Government Activities & Business Expenditures	\$ 79,649,963

Transfers

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Transfers In								
General Fund								
100	000	099	4900	900	Transfers In	\$ 7,824,634	\$ 883,355	\$ 8,707,989
140	000	099	4900	900	Transfers In	\$ -	\$ 5,750	\$ 5,750
Total General Fund Transfers In							\$ 889,105	
Debt Service								
200	000	099	4900	900	Transfers In	\$ -	\$ 2,775,000	\$ 2,775,000
200	000	099	4900	900	Transfers In	\$ -	\$ 332,191	\$ 332,191
200	000	099	4900	900	Transfers In	\$ -	\$ 251,962	\$ 251,962
200	000	099	4900	900	Transfers In	\$ -	\$ 584,736	\$ 584,736
200	00	099	490	90	Transfers In	\$ -	\$ 234,201	\$ 234,201
Total Debt Service Transfers In							\$ 4,178,090	
Special Revenue								
400	000	099	4900	900	Transfers In	\$ -	\$ 127,455	\$ 127,455
Total Special Revenue Transfers In							\$ 127,455	
Capital Improvements Program								
500	000	099	4900	900	Transfers In	\$ 65,100,208	\$ 2,893,997	\$ 67,994,205
Total Special Revenue Transfers In							\$ 2,893,997	
Business Type								
640	000	099	4900	900	Transfers In		\$ 6,684,977	\$ 6,684,977
660	000	099	4900	900	Transfers In		\$ 1,932,625	\$ 1,932,625
692	000	099	4900	900	Transfers In	\$ 14,400,000	\$ (14,400,000)	\$ -
740	000	099	4900	900	Transfers In	\$ -	\$ 300,000	\$ 300,000
Total Special Revenue Fund Transfers Out							\$ (5,482,398)	
Total Transfers In							\$ 2,606,249	
Transfers Out								
General Fund								
100	000	099	5900	900	Transfers Out	\$ 9,068,001	\$ 1,984,747	\$ 11,052,748
Total General Fund Transfers Out							\$ 1,984,747	
Debt Service								
213	000	099	5900	900	Transfers Out	\$ -	\$ 332,191	\$ 332,191
Total Debt Service Transfers Out							\$ 332,191	
Special Revenue								
352	000	099	5900	900	Transfers Out	\$ -	\$ 234,201	\$ 234,201
356	000	099	5900	900	Transfers Out	\$ 323,007	\$ 584,736	\$ 907,743
357	000	099	5900	900	Transfers Out	\$ -	\$ 251,962	\$ 251,962
405	000	099	5900	900	Transfers Out	\$ -	\$ 20,000	\$ 20,000
491	000	099	5900	900	Transfers Out	\$ 2,347,500	\$ 2,205,810	\$ 4,553,310
Total Special Revenue Fund Transfers Out							\$ 3,296,709	
Capital Projects								
528	000	099	5900	900	Transfers Out	\$ -	\$ 2,775,000	
599	000	099	5900	900	Transfers Out	\$ 53,610,000	\$ (14,400,000)	\$ 39,210,000
Total Capital Projects Transfers Out							\$ (11,625,000)	
Capital Projects								
600	000	099	5900	900	Transfers Out	\$ 5,555,000	\$ 6,684,977	\$ 12,239,977
650	000	099	5900	900	Transfers Out	\$ 3,275,000	\$ 1,932,625	\$ 5,207,625
Total Capital Projects Transfers Out							\$ 8,617,602	
Total Transfers Out							\$ 2,606,249	
Net Transfers In/Out							\$ -	

Expenditure Detail - Public Safety

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Public Safety								
Operating								
<u>Police Department</u>								
100	105	107	5100		Full Time	\$ 3,981,780	\$ 341,705	\$ 4,323,485
100	105	107	5150	550	Health Insurance	\$ 663,650	\$ 112,275	\$ 775,925
100	105	107	5150	560	Dental Insurance	\$ 19,939	\$ 2,345	\$ 22,284
100	105	107	5150	570	Life Insurance	\$ 6,866	\$ 490	\$ 7,356
100	105	107	5160	610	FICA	\$ 67,921	\$ 4,955	\$ 72,876
100	105	113	5250	460	Contractual Services	\$ 210,304	\$ 4,059	\$ 214,363
100	105	107	5400	738	Equipment New Hires	\$ 21,120	\$ 73,920	\$ 95,040
100	105	107	5500	775	Squad Cars	\$ 285,000	\$ 127,000	\$ 412,000
100	105	700	5200	210	Staff Development- Non Overnight	\$ 16,000	\$ 20,000	\$ 36,000
100	105	700	5140	405	Vehicle Allowance	\$ -	\$ 4,800	\$ 4,800
<i>Sub-total Police Department</i>							\$ 691,549	
<u>Fire Suppression</u>								
100	150	155	5100		Full Time	\$ 3,696,230	\$ 184,595	\$ 3,880,825
100	150	155	5150	550	Health Insurance	\$ 680,254	\$ 53,275	\$ 733,529
100	150	155	5150	560	Dental Insurance	\$ 17,500	\$ 1,105	\$ 18,605
100	150	155	5150	570	Life Insurance	\$ 6,784	\$ 230	\$ 7,014
100	150	155	5160	610	FICA	\$ 86,755	\$ 2,680	\$ 89,435
100	150	155	5230	507	Uniforms	\$ 34,800	\$ 30,000	\$ 64,800
100	150	155	5400	738	Equipment-New Hires	\$ -	\$ 12,000	\$ 12,000
<i>Sub-total Suppression</i>							\$ 283,885	
<u>Westside Fire</u>								
100	150	170	5230	507	Uniforms	\$ 6,700	\$ 14,200	\$ 20,900
<i>Sub-total Westside Fire</i>							\$ 14,200	
<u>Fire Administration</u>								
100	150	700	5140	420	Out of Class Pay	\$ -	\$ 8,875	\$ 8,875
<i>Sub-total Fire Administration</i>							\$ 8,875	
<u>WestPet</u>								
119	105	119	5250	484	Shelter Services	\$ 14,720	\$ 21,980	\$ 36,700
<i>Sub-total WestPet</i>							\$ 21,980	
<u>EMS</u>								
130	130	700	5100		Full-Time	\$ 791,300	\$ (8,875)	\$ 782,425
<i>Sub-total EMS</i>							\$ (8,875)	
Operating Total							\$ 1,011,614	

Expenditure Detail - Public Safety

Account Number					Current Budget	Change Inc. (Dec)	Amended Budget	
Fund	Dept.	Div.	Acct	Sub Acct				Description
<i>Public Safety-Continued</i>								
Special Revenue								
<i>Police & Fire Retirement</i>								
400	105	107	5160	630	Retirement Contributions	\$ 968,285	\$ 83,410	\$ 1,051,695
400	150	155	5160	630	Retirement Contributions	\$ 893,930	\$ 45,060	\$ 938,990
<i>Sub-total Police & Fire Retirement</i>						\$ 128,470		
Special Revenue Total						\$ 128,470		
Public Safety Total						\$ 1,140,084		

Expenditure Detail - Public Works

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct				
Public Works								
Operating								
<u>Public Services- Street Maintenance</u>								
100	200	225	5230	528	Bulk Road Salt	\$ 260,000	\$ 16,120	\$ 276,120
<u>Sub-total Public Services-Street Maintenance</u>							\$ 16,120	
<u>Engineering Services</u>								
100	250	700	5100		Full-Time	\$ 640,175	\$ 48,105	\$ 688,280
100	250	700	5150	550	Health Insurance	\$ 95,000	\$ 6,660	\$ 101,660
100	250	700	5150	552	FSA Contribtuion	\$ -	\$ 200	\$ 200
100	250	700	5150	560	Dental Insurance	\$ 2,240	\$ 410	\$ 2,650
100	250	700	5150	570	Life Insurance	\$ 1,680	\$ 140	\$ 1,820
100	250	700	5150	580	Vision Insurance	\$ -	\$ 115	\$ 115
100	250	700	5160	610	FICA	\$ 49,060	\$ 3,680	\$ 52,740
100	250	700	5160	620	IPERS	\$ 62,020	\$ 4,545	\$ 66,565
100	250	292	5400	705	Computer Software	\$ -	\$ 65,000	\$ 65,000
<u>Sub-total Engineering</u>							\$ 128,855	
<u>Metro Salt Storage Facility</u>								
140	200	290	5220	330	Maintenance Equipment	\$ -	\$ 30,200	\$ 30,200
<u>Sub-total Metro Salt Storage Facility</u>							\$ 30,200	
Operating Total							\$ 175,175	
Public Works Total							\$ 175,175	

Expenditure Detail - Culture Recreation

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Culture & Recreation								
<i>Parks - Public Services</i>								
100	200	405	5450	785	Heavy Equipment	\$ 190,000	\$ 11,000	\$ 201,000
<i>Sub-total Parks-Public Services</i>							\$ 11,000	
<i>Recreation</i>								
100	400	410	5100		Full Time	\$ 649,500	\$ 90,900	\$ 740,400
100	400	410	5140	406	Cell Phone Allowance	\$ 5,040	\$ 840	\$ 5,880
100	400	410	5150	550	Health Insurance	\$ 116,805	\$ 17,225	\$ 134,030
100	400	410	5150	552	FSA Contribution	\$ 600	\$ 200	\$ 800
100	400	410	5150	560	Dental Insurance	\$ 2,850	\$ 415	\$ 3,265
100	400	410	5150	570	Life Insurance	\$ 1,845	\$ 260	\$ 2,105
100	400	410	5150	580	Vision Insurance	\$ 740	\$ 255	\$ 995
100	400	410	5160	610	FICA	\$ 54,260	\$ 6,955	\$ 61,215
100	400	410	5160	620	IPERS	\$ 60,000	\$ 8,580	\$ 68,580
100	400	410	5160	640	Deferred Compensation	\$ 7,800	\$ 1,300	\$ 9,100
<i>Sub-total Recreation</i>							\$ 126,930	
<i>Valley View Park</i>								
100	400	435	5250	449	Sales Tax Payable	\$ -	\$ 1,000	\$ 1,000
<i>Sub-total Valley View Park</i>							\$ 1,000	
<i>Holiday Aquatic Center</i>								
100	400	452	5220	332	Maintenance Repairs	\$ 16,000	\$ 20,000	\$ 36,000
<i>Sub-total Holiday Aquatic Center</i>							\$ 20,000	
<i>Valley View Aquatic Center</i>								
100	400	453	5400	713		\$ 5,000	\$ (5,000)	\$ -
100	400	453	5400	750		\$ 6,400	\$ (6,400)	\$ -
<i>Sub-total Valley View Aquatic Center</i>							\$ (11,400)	
<i>Library -Collection Services</i>								
100	480	483	5100		Full Time	\$ 168,400	\$ 32,805	\$ 201,205
100	480	483	5150	550	Health Insurance	\$ 19,870	\$ 13,270	\$ 33,140
100	480	483	5150	560	Dental Insurance	\$ 1,220	\$ 310	\$ 1,530
100	480	483	5150	570	Life Insurance	\$ 480	\$ 100	\$ 580
100	480	483	5160	610	FICA	\$ 18,050	\$ 2,510	\$ 20,560
100	480	483	5160	620	IPERS	\$ 2,260	\$ 3,100	\$ 5,360
<i>Sub-total Recreation</i>							\$ 52,095	
General Fund Total							\$ 199,625	
Special Revenue								
<i>Parks Trust</i>								
435	400	405	5400	720	Furniture Fixtures	\$ 5,100	\$ 1,350	\$ 6,450
<i>Sub-total Parks Trust</i>							\$ 1,350	
<i>Public Art</i>								
437	400	470	5400	750	Equipment Miscellaneous	\$ 40,000	\$ 214,640	\$ 254,640
<i>Sub-total Public Art</i>							\$ 214,640	
<i>Library Friends Trust</i>								
451	480	700	5400	713	Equipment Miscellaneous	\$ 15,000	\$ 3,267	\$ 18,267
<i>Sub-total Library Friends Trust</i>							\$ 3,267	
Special Revenue Total							\$ 219,257	
Culture & Recreation Total							\$ 418,882	

Expenditure Detail - Community and Economic Development

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Community and Economic Development								
Operating								
<i>Development Services</i>								
100	500	700	5100		Full time	\$ 361,000	\$ (48,105)	\$ 312,895
100	500	700	5150	550	Health Insurance	\$ 71,240	\$ (6,660)	\$ 64,580
100	500	700	5150	552	FSA Contributions	\$ 700	\$ (200)	\$ 500
100	500	700	5150	560	Dental Insurance	\$ 1,225	\$ (410)	\$ 815
100	500	700	5150	570	Life Insurance	\$ 1,025	\$ (150)	\$ 875
100	500	700	5150	580	Vision Insurance	\$ 115	\$ 140	\$ 255
100	500	700	5160	610	FICA	\$ 27,150	\$ (3,680)	\$ 23,470
100	500	700	5160	620	IPERS	\$ 34,685	\$ (4,545)	\$ 30,140
100	500	700	5250	4600	Contractual Services Misc.	\$ -	\$ 35,650	\$ 35,650
<i>Sub-total Development Services</i>							\$ (27,960)	
<i>Community & Economic Development</i>								
100	550	700	5250	431	Legal Fees	\$ 25,000	\$ 50,000	\$ 75,000
100	550	700	5250	487	Property Improvement Fund	\$ 200,000	\$ 189,794	\$ 389,794
100	550	700	5250	488	Regulatory Compliance Fund	\$ 200,000	\$ 189,794	\$ 389,794
100	550	700	5250	498	Appraisals	\$ -	\$ 5,000	\$ 5,000
<i>Sub-total Community & Economic Development</i>							\$ 434,588	
<i>MHIP</i>								
115	550	560	5230	515	Supplies-Programs	\$ 320,000	\$ 36,649	\$ 356,649
<i>Sub-total MHIP</i>							\$ 36,649	
Operating Total							\$ 443,277	
Special Revenue								
<i>8300 Mills Parkway</i>								
357	000	000	5250	466	Development Agreements	\$ -	\$ 124,175	\$ 124,175
<i>Sub-total 8300 Mills Parkway</i>							\$ 124,175	
<i>DCLHTF</i>								
460	550	560	5230	515	Supplies-Programs	\$ 220,000	\$ 5,585	\$ 225,585
<i>Sub-total DCLHTF</i>							\$ 5,585	
Special Revenue Total							\$ 129,760	
Community & Economic Development Total							\$ 573,037	

Expenditure Detail-General Government

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
General Government								
Operating								
<u>City Manager's Office</u>								
100	600	610	5200	220	Citywide Training	\$ 30,000	\$ 32,000	\$ 62,000
Sub-total City Managers' Office							\$ 32,000	
<u>City Hall</u>								
100	600	630	5220	320	Maintenance Vehicle	\$ -	\$ 6,600	\$ 6,600
100	600	630	5250	447	Rent	\$ -	\$ 26,600	\$ 26,600
100	600	630	5250	459	Water Works	\$ -	\$ 5,000	\$ 5,000
100	600	630	5400	713	Equipment-Miscellaneous	\$ -	\$ 2,550	\$ 2,550
Sub-total City Hall							\$ 40,750	
<u>Legal</u>								
100	640	640	5400	720	Furniture & Fixtures	\$ -	\$ 5,100	\$ 5,100
Sub-total Legal							\$ 5,100	
<u>ITS</u>								
100	650	700	5350	680	Technology Replacement Charges	\$ 300,000	\$ (300,000)	\$ -
Sub-total ITS							\$ (300,000)	
<u>Finance</u>								
100	610	622	5250	497	Payroll Processing	\$ -	\$ 13,700	\$ 13,700
Sub-total Finance							\$ 13,700	
<u>Human Resources</u>								
100	670	670	5250	411	Computer Software Maintenance Agre	\$ 69,000	\$ 82,000	\$ 151,000
100	670	670	5250	460	Contractual Services	\$ 59,000	\$ 30,285	\$ 89,285
100	670	670	5400	705	Computer Software	\$ -	\$ 50,000	\$ 50,000
Sub-total Human Resources							\$ 162,285	
Operating Total							\$ (46,165)	
General Government Total							\$ (46,165)	

Expenditure Detail - Debt Service

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Debt Service								
<i>Debt Service</i>								
200	000	070	5250	423	Financial Advisory	\$ 10,000	\$ 3,000	\$ 13,000
200	000	070	5700	800	Debt Service Principal	\$ 14,720,000	\$ 7,855,000	\$ 22,575,000
200	000	070	5700	850	Debt Service Interest	\$ 9,372,365	\$ (2,090,845)	\$ 7,281,520
Sub-total Debt Service							\$ 5,767,155	
Debt Service Total							\$ 5,767,155	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds								
<u>S. Grand Prairie Pkwy-Stagecoach to MCP</u>								
500	000	000	5250	495	Design	\$ -	\$ 420,530	
<i>Sub-total S. Grand Prairie Pkwy-Stagecoach to MCP</i>							\$ 420,530	
<u>S. Grand Prairie Parkway SW Madison to Veterans</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,422,850	\$ 1,422,850
500	000	000	5250	495	Design	\$ -	\$ 192,470	\$ 192,470
<i>Sub-total S. Grand Prairie Pkwy SE Madison to Veterans</i>							\$ 1,615,320	
<u>SW 60th St - South of SW Adams</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,723,450	\$ 1,723,450
500	000	000	5250	495	Design	\$ -	\$ 274,695	\$ 274,695
<i>Sub-total SW 60th St South of Adams</i>							\$ 1,998,145	
<u>Veterans Parkway - SE Maffit Lake Rd to Adams St</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,933,490	\$ 1,933,490
500	000	000	5250	495	Design	\$ -	\$ 165,465	\$ 165,465
<i>Sub-total Veterans Parkway - SE Maffit Lake Rd to Adams St</i>							\$ 2,098,955	
<u>Veterans Parkway- Wild Rose Lane to Grand Prairie Pkwy</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,438,250	\$ 1,438,250
500	000	000	5250	495	Design	\$ -	\$ 349,635	\$ 349,635
<i>Sub-total Veterans Parkway-Wild Rose Land to Grand Prairie Pkwy</i>							\$ 1,787,885	
<u>Veterans Parkway- SE 50th St to SW 60th St w/bridge</u>								
500	000	000	5250	490	Construction	\$ -	\$ 6,008,010	\$ 6,008,010
500	000	000	5250	495	Design	\$ -	\$ 164,420	\$ 164,420
500	000	000	5550	735	Right of Way	\$ -	\$ 1,700	\$ 1,700
<i>Sub-total Veterans Parkway-SE 50th St to SW 60th St w/bridge</i>							\$ 6,174,130	
<u>Veterans Parkway- SW 60th St to Wild Rose Lane</u>								
500	000	000	5250	490	Construction	\$ -	\$ 2,605,550	\$ 2,605,550
500	000	000	5250	495	Design	\$ -	\$ 455,170	\$ 455,170
<i>Sub-total Veterans Parkway-SW 60th St to Wild Rose Lane</i>							\$ 3,060,720	
<u>Veterans Parkway -Adams to SE 50th</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,866,515	\$ 1,866,515
500	000	000	5250	495	Design	\$ -	\$ 619,640	\$ 619,640
<i>Sub-total Veterans Parkway - Adams to SE 50th</i>							\$ 2,486,155	
<u>S. Grand Prairie Pkwy - Madison Ave to Raccoon River Drive</u>								
500	000	000	5250	490	Construction	\$ -	\$ 410,280	\$ 410,280
500	000	000	5250	495	Design	\$ -	\$ 412,250	\$ 412,250
<i>Sub-total S Grand Prairie Pkwy-Madison Ave to Raccoon River Drive</i>							\$ 822,530	
<u>S. Grand Prairie Pkwy Raccoon River Bridge</u>								
500	000	000	5250	495	Design	\$ -	\$ 21,805	\$ 21,805
<i>Sub-total S. Grand Prairie Prkwy Raccoon River Bridge</i>							\$ 21,805	
<u>EP True Pkwy Widening</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,009,410	\$ 1,009,410
500	000	000	5250	495	Design	\$ -	\$ 118,775	\$ 118,775
<i>Sub-total EP True Parkway Widening</i>							\$ 1,128,185	
<u>Ashworth Road Reconstruction - 88th (N) to 98th</u>								
500	000	000	5250	490	Construction	\$ 685,000	\$ 1,045,935	\$ 1,730,935
500	000	000	5250	495	Design	\$ -	\$ 289,025	\$ 289,025
500	000	000	5550	735	Right of Way	\$ -	\$ 135	\$ 135
<i>Sub-total Ashworth Rd Reconstruction - 88th (N) to 98th</i>							\$ 1,335,095	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds-Continued								
Ashworth Road Reconstruction - JCP to 81st St								
500	000	000	5250	490	Construction	\$	156,845	\$ 156,845
500	000	000	5250	495	Design	\$	49,181	\$ 49,181
Sub-total Ashworth Rd Reconstruction - JCP to 81st St							\$ 206,026	
Ashworth Road Reconstruction - 81st St to 88th St								
500	000	000	5250	490	Construction	\$	121,695	\$ 121,695
500	000	000	5250	495	Design	\$	8,405	\$ 8,405
Sub-total Ashworth Rd Reconstruction - JCP to 81st St							\$ 130,100	
Jordan Creek Parkway & Ashworth Rd Intersection Improvements								
500	000	000	5250	490	Construction	\$ 50,000	\$ 249,330	\$ 299,330
500	000	000	5250	495	Design	\$ -	\$ 29,720	\$ 29,720
500	000	000	5550	735	Right of Way	\$ -	\$ 50	\$ 50
Sub-total Jordan Creek Parkway & Ashworth Rd Intersection Improvements							\$ 279,100	
Mills Civic Parkway & S Jordan Creek Parkway Intersection Improvements								
500	000	000	5250	490	Construction	\$ -	\$ 26,180	\$ 26,180
500	000	000	5250	495	Design	\$ -	\$ 55	\$ 55
Sub-total Mills Civic Parkway & S. Jordan Creek Parkway Intersection Improvements							\$ 26,235	
S 33rd & Fuller Retaining Wall								
500	000	000	5250	490	Construction	\$ 245,000	\$ 84,015	\$ 329,015
500	000	000	5250	495	Design	\$ -	\$ 61,600	\$ 61,600
Sub-total S. 33rd & Fuller Retaining Wall							\$ 145,615	
Grand Avenue Reconstruction 1st to 6th								
500	000	000	5250	495	Design	\$ 464,420	\$ 144,770	\$ 609,190
500	000	000	5550	730	Land	\$ -	\$ 1,500,000	\$ 1,500,000
500	000	000	5550	735	ROW	\$ -	\$ 20	\$ 20
Sub-total Grand Ave Reconstruction 1st-6th							\$ 1,644,790	
Grand Avenue Reconstruction East of I-35 & Trail West of I-35								
500	000	000	5250	495	Design	\$ -	\$ 48,190	\$ 48,190
Sub-total Grand Ave Reconstruction East of I-35 & Trail West of I-35							\$ 48,190	
Fuller Road Concept Study								
500	000	000	5250	495	Design	\$ -	\$ 810	\$ 810
Sub-total Fuller Road Concept Study							\$ 810	
Mills Civic Parkway Intersection Improvements- S. 51st & South Mall								
500	000	000	5250	490	Construction	\$ -	\$ 23,365	\$ 23,365
500	000	000	5250	495	Design	\$ -	\$ 5,125	\$ 5,125
Sub-total Mills Civic Pkwy Intersection Improvements- S 51st & South Mall							\$ 28,490	
City Entrance Enhancements Study 5 Locations								
500	000	000	5250	495	Design	\$ -	\$ 18,660	\$ 18,660
Sub-total City Entrance Enhancements Study 5 Locations							\$ 18,660	
Intersection Improvements 1st & Ashworth, 1st & Grand, 1st & RR								
500	000	000	5250	495	Design	\$ -	\$ 65	\$ 65
Sub-total Intersection Improvements, 1st & Ashworth, 1st & Grand, 1st & RR							\$ 65	
Overhead to Underground Conversion 68th to JCP								
500	000	000	5250	490	Construction	\$ -	\$ 555,140	\$ 555,140
Sub-total Overhead to Underground Conversion 68th JCP							\$ 555,140	
Legion Park Tennis Court Lighting								
500	000	000	5250	490	Construction	\$ -	\$ 45,600	\$ 45,600
Sub-total Legion Park Tennis Court Lighting							\$ 45,600	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds-Continued								
City Hall Amphitheater								
500	000	000	5250	490	Construction	\$ 550,000	\$ 850,000	\$ 1,400,000
Sub-total City Hall Amphitheater							\$ 850,000	
Raccoon River Park Boathouse								
500	000	000	5250	490	Construction	\$ 1,148,300	\$ 1,215,000	\$ 2,363,300
Sub-total Raccoon River Park Boathouse							\$ 1,215,000	
Hidden Point Park								
500	000	000	5250	490	Construction	\$ 135,000	\$ 520,135	\$ 655,135
Sub-total Hidden Point Park							\$ 520,135	
Whisper Point Park								
500	000	000	5250	490	Construction	\$ 415,000	\$ 325,000	\$ 740,000
Sub-total Whisper Point Park							\$ 325,000	
Kiwanis Park								
500	000	000	5250	490	Construction	\$ -	\$ 79,676	\$ 79,676
Sub-total Kiwanis Park							\$ 79,676	
Pinedale Park								
500	000	000	5250	490	Construction	\$ -	\$ 332,730	\$ 332,730
Sub-total Pinedale park							\$ 332,730	
Raccoon River Park -Softball Complex Drainage & Electrical Upgrade								
500	000	000	5250	490	Construction	\$ -	\$ 42,793	\$ 42,793
Sub-total Raccoon River Park Softball Complex Drainage & Electrical							\$ 42,793	
Raccoon River Park -East Trail Renovation								
500	000	000	5250	490	Construction	\$ -	\$ 70,000	\$ 70,000
Sub-total Raccoon River Park East Trail Renovation							\$ 70,000	
Raccoon River Park -Lighting Upgrade								
500	000	000	5250	490	Construction	\$ -	\$ 53,450	\$ 53,450
Sub-total Raccoon River Park Lighting Upgrade							\$ 53,450	
Valley View Park - Central Site Grading, Utilities, Roadway								
500	000	000	5250	490	Construction	\$ 1,400,000	\$ 275,362	\$ 1,675,362
Sub-total Valley View Park-Central Site Grading, Utilities, Roadway							\$ 275,362	
Valley View Park-Shelter/Restrooms/Sand Volleyball Court								
500	000	000	5250	490	Construction		\$ 43,210	\$ 43,210
Sub-total Valley View Park-Shelter/Restrooms/Sand Volleyball Court							\$ 43,210	
Jordan Creek Trail-50th St Info Hub								
500	000	000	5250	490	Construction		\$ 20,000	\$ 20,000
Sub-total Jordan Creek Trail-50th St Info Hub							\$ 20,000	
Valley Junction Trail Connection								
500	000	000	5250	490	Construction		\$ 422,958	\$ 422,958
Sub-total Valley Junction Trail Connection							\$ 422,958	
Park Signage Upgrade								
500	000	000	5250	490	Construction	\$ 300,000	\$ 102,575	\$ 402,575
Sub-total Park Signage Upgrade							\$ 102,575	
Bike Racks								
500	000	000	5400	750	Equipment \$5,000 or more		\$ 20,000	\$ 20,000
Sub-total Bike Racks							\$ 20,000	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds-Continued								
Grand Ave Trail-North of Fuller								
500	000	000	5250	490	Construction		\$ 53,915	\$ 53,915
Sub-total Grand Ave Trail North of Fuller							\$ 53,915	
West Public Services Building								
500	000	000	5250	490	Construction	\$ 10,000,000	\$ 12,265,205	\$ 22,265,205
500	000	000	5250	495	Design		\$ 565,700	\$ 565,700
Sub-total West Public Services Facility							\$ 12,830,905	
Garage Door Replacement, PS, #17, #18, #19								
500	000	000	5250	490	Construction	\$ -	\$ 159,800	\$ 159,800
500	000	000	5250	495	Design	\$ -	\$ 19,945	\$ 19,945
Sub-total Garage Door Replacement, PS, #17,#18, #19							\$ 179,745	
Public Services Salt Storage Maintenance								
500	000	000	5250	490	Construction	\$ -	\$ 100,000	\$ 100,000
500	000	000	5250	495	Design	\$ -	\$ 14,291	\$ 14,291
Sub-total Public Services Salt Storage Maintenance							\$ 114,291	
Public Services-Service Bay Sprinkler Bay Replacement								
500	000	000	5250	490	Construction		\$ 15,000	\$ 15,000
Sub-total Public Services-Service Bay Sprinkler Replacement							\$ 15,000	
Station #21-Generator & Electrical Service Upgrade								
500	000	000	5250	490	Construction	\$ -	\$ 203,777	\$ 203,777
500	000	000	5250	495	Design	\$ -	\$ 22,200	\$ 22,200
Sub-total Station #21-Generators & Electrical Service Upgrade							\$ 225,977	
Station #22-Sewer Rehabilitation								
500	000	000	5250	490	Construction	\$ -	\$ 33,000	\$ 33,000
500	000	000	5250	495	Design	\$ -	\$ 14,645	\$ 14,645
Sub-total Station #22-Sewer Rehabilitation							\$ 47,645	
Fire Preemption Software/Hardware Update								
500	000	000	5400	750	Equipment \$5,000 or more		\$ 70,389	\$ 70,389
Sub-total Fire Preemption Software Hardware Update							\$ 70,389	
Law Enforcement Center-Generator Replacement								
500	000	000	5250	495	Design	\$ -	\$ 10,057	\$ 10,057
Sub-total Law Enforcement Center-Generator Replacement							\$ 10,057	
City Hall Interior Renovation								
500	000	000	5250	495	Design	\$ -	\$ 127,600	\$ 127,600
500	000	000	5400	720	Furniture/Fixtures	\$ -	\$ 540,000	\$ 540,000
Sub-total City Hall Interior Renovation							\$ 667,600	
Human Services Improvements Phase 2								
500	000	000	5250	495	Design	\$ -	\$ 23,000	\$ 23,000
Sub-total Human Services Improvements Phase 2							\$ 23,000	
Human Services Child Care & Clinic								
500	000	000	5250	495	Design	\$ -	\$ 6,800	\$ 6,800
Sub-total Human Services Child Care & Clinic							\$ 6,800	
Valley Junction Activity Center-Fire Escape Stairs								
500	000	000	5250	495	Design	\$ -	\$ 950	\$ 950
Sub-total Valley Junction Activity Center-Fire Escape Stairs							\$ 950	
Trail Renovations								
500	000	000	5250	490	Construction	\$ -	\$ 142,309	\$ 142,309
Sub-total Trail Renovations							\$ 142,309	

Capital Projects

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Type	Sub Acct	Description			
Capital Projects Funds-Continued								
<u>2019 Street Reconstruction</u>								
500	000	000	5250	490	Construction	\$ -	\$ 581,929	\$ 581,929
<i>Sub-total 2019 Street Reconstruction</i>							\$ 581,929	
<u>2019 PCC Patching</u>								
500	000	000	5250	490	Construction	\$ -	\$ 1,050,173	\$ 1,050,173
<i>Sub-total 2019 PCC Patching</i>							\$ 1,050,173	
<u>HMA Resurfacing & ADA Accessible</u>								
500	000	000	5250	490	Construction		\$ 1,587,289	\$ 1,587,289
<i>Sub-total HMA Resurfacing & ADA Accessible</i>							\$ 1,587,289	
<u>VJ Alleys Phase 5B</u>								
500	000	000	5250	490	Construction		\$ 179,995	\$ 179,995
<i>Sub-total VJ Alleys Phase 5B</i>							\$ 179,995	
<u>Valley Junction Master Planning</u>								
500	000	000	5250	495	Design		\$ 46,251	\$ 46,251
<i>Sub-total Valley Junction Master Planning</i>							\$ 46,251	
<u>FEMA.0510 008 2019</u>								
<u>2018 FEMA Repair</u>								
500	000	000	5250	495	Design	\$ -	\$ 29,545	\$ 29,545
<i>Sub-total 2018 FEMA Repair</i>							\$ 29,545	
<u>Valley Junction Alleys</u>								
500	000	000	5250	490	Construction		\$ 85,689	\$ 85,689
500	000	000	5250	495	Design		\$ 419,873	
<i>Sub-total Valley Junction Alleys</i>							\$ 505,562	
<u>0190 009 2018</u>								
<u>Broadband</u>								
500	000	000	5250	495	Design		\$ 103,396	
<i>Sub-total Broadband</i>							\$ 103,396	
<u>0510 034 2018</u>								
<u>Sugar Creek Greenway Trail</u>								
500	000	000	5250	495	Design		\$ 110,200	
<i>Sub-total Sugar Creek Greenway Trail</i>							\$ 110,200	
<u>Alluvion Water Booster Station</u>								
500	000	000	5250	490	Construction		\$ 256,682	
500	000	000	5250	495	Design		\$ 21,130	
<i>Sub-Total Alluvion Water Booster Station</i>							\$ 277,812	
<u>Bond Registration</u>								
528	000	000	5700	890	Bond Registration		\$ 51,290	\$ 51,290
<i>Sub-total Bond Registration</i>							\$ 51,290	
Capital Projects Funds Total							\$ 49,363,190	
Capital Projects Total							\$ 49,363,190	

Business Type/Enterprise

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget	
Fund	Dept.	Div.	Acct	Sub Acct					
Capital Projects Funds- Business Type									
Raccoon River Basin Segment 5 Sewer									
640	000	000	5250	490	Construction	\$ -	\$ 3,394,000	\$ 3,394,000	
640	000	000	5250	495	Design	\$ -	\$ 227,260	\$ 227,260	
Sub-total Raccoon River Basin Segment 5 Sewer							\$ 3,621,260		
Middle Creek Trunk Sewer Extension									
640	000	000	5250	490	Construction	\$ -	\$ 156,412	\$ 156,412	
640	000	000	5250	495	Design	\$ -	\$ 15,475	\$ 15,475	
Sub-total Middle Creek Trunk Sewer Extension							\$ 171,887		
North Slope Lift Station-Diversion Plan									
640	000	000	5250	495	Design	\$ -	\$ 50,000	\$ 50,000	
Sub-total North Slope Lift Station - Diversion Plan							\$ 50,000		
Sugar Creek-Booneville Road Bridge Replacement									
640	000	000	5250	490	Construction	\$ -	\$ 130,085	\$ 130,085	
640	000	000	5250	495	Design	\$ -	\$ 66,860	\$ 66,860	
Sub-total Sugar Creek-Booneville Road Bridge Replacement							\$ 196,945		
Grand Avenue West - Segment 3 &4									
640	000	000	5250	490	Construction	\$ -	\$ 1,050,000	\$ 1,050,000	
640	000	000	5250	495	Design	\$ -	\$ 289,785	\$ 289,785	
Sub-total Grand Avenue West-Segment 3&4							\$ 1,339,785		
South Service Area Segment 3									
640	000	000	5250	495	Design	\$ -	\$ 289,785	\$ 289,785	
640	000	000	5550	735	ROW	\$ -	\$ 400,000	\$ 400,000	
Sub-total South Service Area Segment 3							\$ 689,785		
Cedar Ridge Sewer Extension									
640	000	000	5250	490	Construction	\$ 190,000	\$ 97,100	\$ 287,100	
Sub-total Cedar Ridge Sewer Extension							\$ 97,100		
Sanitary Rehabilitation									
640	000	000	5250	490	Construction	\$ -	\$ 425,470	\$ 425,470	
Sub-total Sanitary Rehabilitation							\$ 425,470		
Sewer TV Program									
640	000	000	5250	490	Construction	\$ -	\$ 92,745	\$ 92,745	
Sub-total Sanitary Rehabilitation							\$ 92,745		
Sanitary Sewer Capital Projects Funds Total								\$ 6,684,977	
NE Basin Connection to 4th & Ashworth									
660	000	000	5250	490	Construction	\$ -	\$ 484,735	\$ 484,735	
660	000	000	5250	495	Design	\$ -	\$ 180,600		
Sub-total NE Basin Connection to 4th & Ashworth							\$ 665,335		
Walnut Creek Outfall									
660	000	000	5250	490	Construction	\$ -	\$ 284,965	\$ 284,965	
660	000	000	5250	495	Design	\$ -	\$ 164,175	\$ 164,175	
Sub-total Walnut Creek Outfall							\$ 449,140		

Business Type/Enterprise

Account Number						Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct	Description			
Capital Projects Funds- Business Type-Continued								
Blue Creek - Valley West & Westown Storm Sewer Improvements								
660	000	000	5250	490	Construction	\$ -	\$ 255,321	\$ 255,321
660	000	000	5250	495	Design	\$ -	\$ 2,334	\$ 2,334
Sub-total Blue Creek-Valley West & Westown Storm Sewer Improvement							\$ 257,655	
Westown PCP Drainage Study								
660	000	000	5250	495	Design		\$ 44,928	\$ 44,928
Sub-total Westown PCP Drainage Study							\$ 44,928	
Stagecoach Drive Culvert over Sugar Creek Tributary								
660	000	000	5250	495	Design		\$ 122,485	\$ 122,485
Sub-total Stagecoach Drive Culvert over Sugar Creek Tributary							\$ 122,485	
Storm Sewer Intake Replacement								
660	000	000	5250	490	Construction		\$ 218,500	\$ 218,500
660	000	000	5250	495	Design		\$ 17,250	
Sub-total Storm Sewer Intake Replacement							\$ 235,750	
Water Channel Management								
660	000	000	5250	490	Construction		\$ 157,335	\$ 157,335
Sub-total Water Channel Management							\$ 157,335	
Stormwater Capital Projects Funds Total							\$ 1,932,628	
Total Enterprise Capital Projects Funds Total							\$ 8,617,605	
Sanitary Sewer								
600	200	250	5100		Full Time	\$ 597,500	\$ (28,000)	\$ 569,500
600	200	250	5150	550	Health Insurance	\$ 132,813	\$ (30,000)	\$ 102,813
600	200	250	5160	610	FICA		\$ (2,100)	\$ (2,100)
600	200	250	5160	620	IPERS		\$ (2,500)	\$ (2,500)
600	200	255	5250	467	WRA-Operations	\$ 2,000,000	\$ (57,000)	\$ 1,943,000
600	200	255	5250	468	WRA Equipment Replacement	\$ 20,000	\$ 128,000	\$ 148,000
600	200	255	5250	470	WRA Debt	\$ 4,150,000	\$ (150,000)	\$ 4,000,000
Sub-total Sanitary Sewer							\$ (141,600)	
Stormwater								
650	200	250	5200	225	Dues & Memberships	\$ -	\$ 5,455	\$ 5,455
Sub-total Solid Waste							\$ 5,455	
Stormwater Street Cleaning								
650	200	260	5100		Full Time	\$ 127,500	\$ 18,500	\$ 146,000
650	200	260	5140	406	Cell Phone Allowance	\$ -	\$ 150	\$ 150
650	200	260	5140	470	Longevity Pay	\$ 1,009	\$ 30	\$ 1,039
650	200	260	5150	550	Health Insurance	\$ 32,295	\$ (595)	\$ 31,700
650	200	260	5150	552	FSA	\$ -	\$ 40	\$ 40
650	200	260	5150	560	Dental Insurance	\$ 815	\$ 95	\$ 910
650	200	260	5150	570	Life Insurance	\$ 190	\$ 60	\$ 250
650	200	260	5150	580	Vision Insurance	\$ -	\$ 50	\$ 50
650	200	260	5160	610	FICA	\$ 10,100	\$ 1,450	\$ 11,550
650	200	260	5160	620	IPERS	\$ 12,465	\$ 1,770	\$ 14,235
650	200	260	5160	640	Deferred Compensation	\$ -	\$ 260	\$ 260
Sub-total Stormwater Street Cleaning							\$ 21,810	
Solid Waste								
690	200	280	5250	486	Contractual Services Recycling	\$ 456,000	\$ 133,333	\$ 589,333
Sub-total Solid Waste							\$ 133,333	

Business Type/Enterprise

Account Number					Description	Current Budget	Change Inc. (Dec)	Amended Budget
Fund	Dept.	Div.	Acct	Sub Acct				
Business Type-Continued								
MidAmerican Energy RecPlex								
692	000	000	5700	800	Debt Service-Principal	\$ -	\$ 585,000	\$ 585,000
692	000	000	5700	850	Debt Service-Interest	\$ -	\$ 477,875	\$ 477,875
692	000	000	5700	890	Bond Registration	\$ -	\$ 91,700	\$ 91,700
692	400	700	5100		Full Time	\$ -	\$ 79,975	\$ 79,975
692	400	700	5150	550	Health Insurance	\$ -	\$ 14,355	\$ 14,355
692	400	700	5150	552	FSA	\$ -	\$ 200	\$ 200
692	400	700	5150	560	Dental Insurance	\$ -	\$ 345	\$ 345
692	400	700	5150	570	Life Insurance	\$ -	\$ 270	\$ 270
692	400	700	5150	580	Vision Insurance	\$ -	\$ 215	\$ 215
692	400	700	5160	610	FICA	\$ -	\$ 6,085	\$ 6,085
692	400	700	5160	620	IPERS	\$ -	\$ 7,505	\$ 7,505
692	400	700	5160	640	Deferred Compensation	\$ -	\$ 1,050	\$ 1,050
692	400	700	5250	460	Contractual Services-Miscellaneous	\$ -	\$ 20,000	\$ 20,000
692	400	700	5250	490	Construction	\$ 14,400,000	\$ 10,187,837	\$ 24,587,837
692	400	700	5250	495	Design	\$ -	\$ 2,102,225	\$ 2,102,225
692	400	700	5230	566	Supplies-Fundraising	\$ -	\$ 1,000	\$ 1,000
692	400	700	5700	890	Bond Registration	\$ -	\$ 10,200	\$ 10,200
Sub-total MidAmerican Energy RecPlex							\$ 13,585,837	
Vehicle Replacement								
700	200	225	5400	750	Equipment Misc.	\$ 11,800	\$ 36,165	\$ 47,965
Sub-total Vehicle Replacement Fund							\$ 36,165	
Business Type Total							\$ 22,258,605	

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

DATE: October 7, 2019

ITEM:

Public Hearing (5:35 p.m.)
Fiber Conduit Interconnect Project – Purple Route & Duct Bank
0510-062-2018

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$2,824,993.00 for the Fiber Conduit Interconnect Project – Purple Route & Duct Bank. There were seven (7) bids submitted with the low bid of \$832,234.40 being submitted by Kramer Service Group of Weyerhaeuser, Wisconsin. Payments will be made from account no. 500.000.000.5250.490. The project includes two (2) divisions. For Division 1 the City is acting as the coordinating agency; Microsoft is providing all funding and will reimburse the City as invoiced. Division 2 is City costs paid from the Alluvion TIF (30%) and Osmium TIF (70%).

BACKGROUND:

The Fiber Conduit Interconnect Project - Purple Route & Duct Bank includes installation of one 6-way multi-duct conduit, two 2” conduits and one 7-way multi-duct conduit, structures and surface restoration along the Veterans Parkway, Maffitt Lake Road, SE Soteria Drive, and Iowa Highway 5 corridors. These corridors are known to have space restrictions affecting utility installation. The four conduits include one multi-duct to be owned by Microsoft to connect the Alluvion and Osmium data centers and three additional conduits for future City use and/or lease to other service providers. The project is anticipated to be completed by April 30, 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 Fiber Conduit Interconnect Project – Purple Route & Duct Bank;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Kramer Service Group
- Resolution waiving bid irregularities and awarding the construction contract to Kramer Service Group.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 27, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on September 3, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Fiber Conduit Interconnect Project – Purple Route & Duct Bank
Project No. 0510-062-2018**

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 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Fiber Conduit Interconnect Project – Purple Route & Duct Bank
Project No. 0510-062-2018**

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 Kramer Service Group, in the amount of \$832,234.40 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 Fiber Conduit Interconnect Project – Purple Route & Duct Bank, is hereby awarded to Kramer Service Group, in the amount of \$832,234.40 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 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

West Des Moines Fiber Interconnect
 Bid Tabulation - People Bids
 West Des Moines, Iowa
 October 2, 2019

ITEM NO.	ITEM DESCRIPTION	Engineer's Estimate			Kramer Service Group			Western Utility, LLC			Communications Innovators			Tel. one Construction, LLC		
		QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE
1	Termination and Splicing	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
2	Fiber Connect	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
3	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
4	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
5	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
6	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
7	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
8	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
9	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
10	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
11	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
12	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
13	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
14	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
15	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
16	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
17	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
18	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
19	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
20	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
21	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
22	100' of 12 Fiber (12x3) - Single and Dual	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00	1	LS	\$10,000.00
Sub Total:		3		\$812,234.40	Total:		\$812,234.40	Total:		\$1,255,301.93	Total:		\$1,414,546.34	Total:		\$1,525,128.07

Totalling Error Discrepancy:
 Bid Total \$1,414,546.34

Quantity
 Unit Price
 P-Price

** This bid tab is an accurate tabulation of the bids received with the discrepancies as noted. **

I HEREBY CERTIFY THAT THIS QUALIFIED DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, WITHIN THE SCOPE OF MY PROFESSIONAL SERVICE, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF IOWA.

[Signature]
 DATE: 10-2-2019

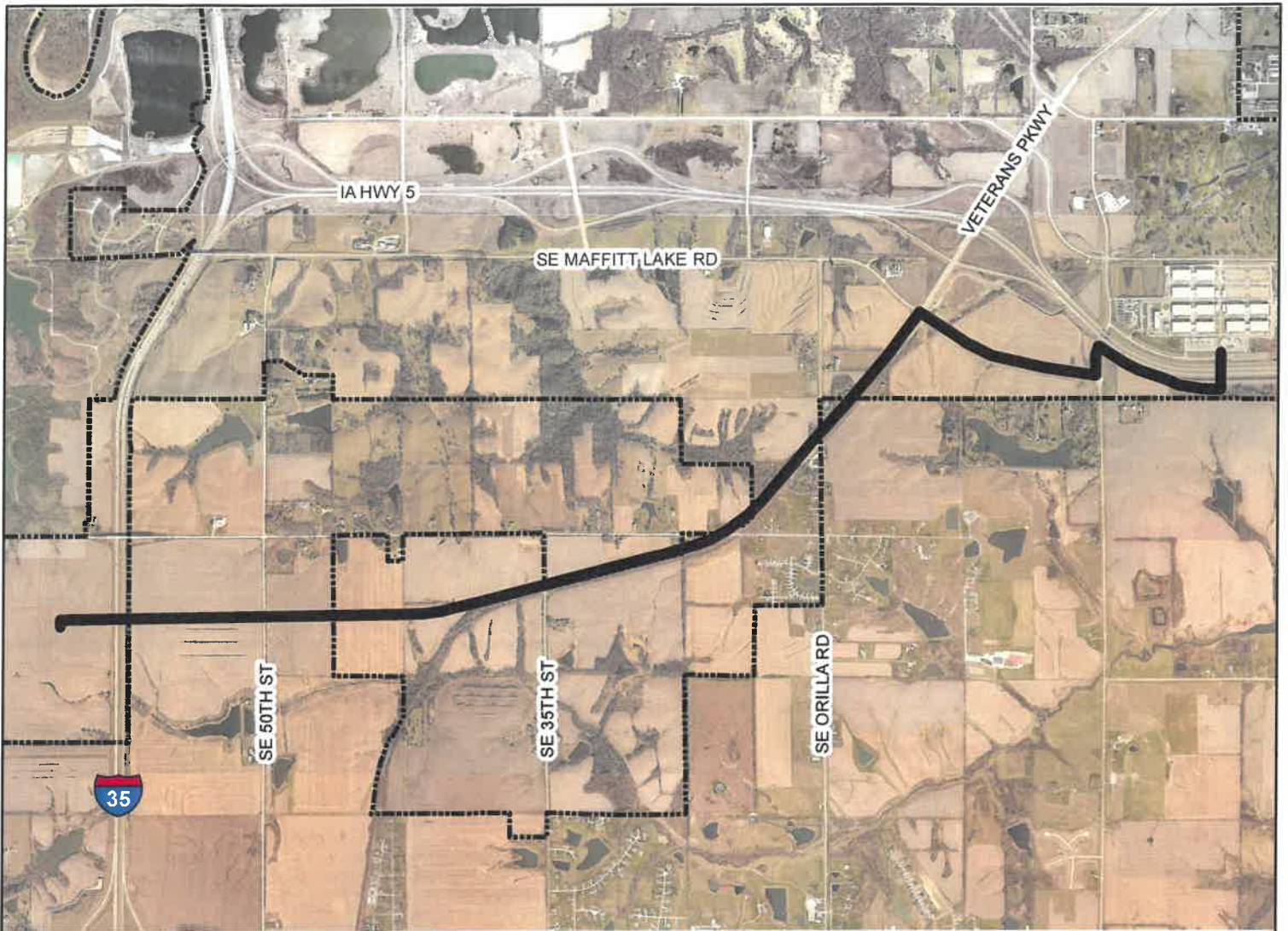
MY LICENSE NUMBER, DATE OF EXPIRATION, AND TYPE OF LICENSE ARE LISTED ON THE BACK OF THIS SEAL.

[Signature]

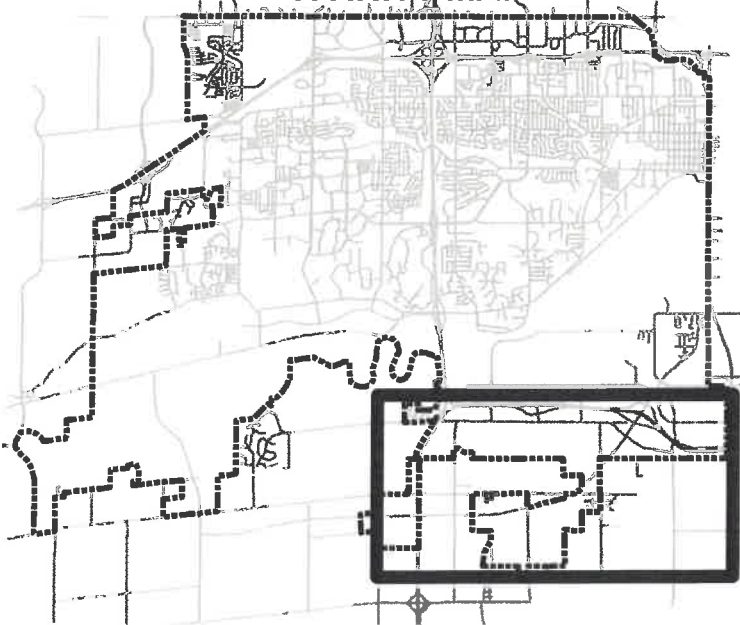
QUANTITY	UNIT	PRICE	Crescent Inc			TD & T Cable Maintenance, Inc			Western Utility, LLC			Communications Innovators			Tel. one Construction, LLC		
			QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE	QUANTITY	UNIT	PRICE
1	LS	\$12,000.00	1	LS	\$12,000.00	1	LS	\$12,000.00	1	LS	\$12,000.00	1	LS	\$12,000.00	1	LS	\$12,000.00
14	LS	\$15,000.00	14	LS	\$15,000.00	14	LS	\$15,000.00	14	LS	\$15,000.00	14	LS	\$15,000.00	14	LS	\$15,000.00
20	LS	\$2,400.00	20	LS	\$2,400.00	20	LS	\$2,400.00	20	LS	\$2,400.00	20	LS	\$2,400.00	20	LS	\$2,400.00
35	LS	\$2,400.00	35	LS	\$2,400.00	35	LS	\$2,400.00	35	LS	\$2,400.00	35	LS	\$2,400.00	35	LS	\$2,400.00
17676	LS	\$16.00	17676	LS	\$16.00	17676	LS	\$16.00	17676	LS	\$16.00	17676	LS	\$16.00	17676	LS	\$16.00
18333	LS	\$17.00	18333	LS	\$17.00	18333	LS	\$17.00	18333	LS	\$17.00	18333	LS	\$17.00	18333	LS	\$17.00
7137	LS	\$9.00	7137	LS	\$9.00	7137	LS	\$9.00	7137	LS	\$9.00	7137	LS	\$9.00	7137	LS	\$9.00
26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00
26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00	26141	LS	\$1.00
71	LS	\$12.50	71	LS	\$12.50	71	LS	\$12.50	71	LS	\$12.50	71	LS	\$12.50	71	LS	\$12.50
121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00
121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00	121	LS	\$27,000.00
69	LS	\$1,000.00	69	LS	\$1,000.00	69	LS	\$1,000.00	69	LS	\$1,000.00	69	LS	\$1,000.00	69	LS	\$1,000.00
1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00
1	LS	\$2,500.00	1	LS	\$2,500.00	1	LS	\$2,500.00	1	LS	\$2,500.00	1	LS	\$2,500.00	1	LS	\$2,500.00
100	LS	\$1,000.00	100	LS	\$1,000.00	100	LS	\$1,000.00	100	LS	\$1,000.00	100	LS	\$1,000.00	100	LS	\$1,000.00
1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00	1	LS	\$1,000.00
Sub Total:		3		\$812,234.40	Total:		\$812,234.40	Total:		\$1,255,301.93	Total:		\$1,414,546.34	Total:		\$1,525,128.07	

Unit Price Discrepancy:
 Contract Discrepancy: \$1,000,000.00

Unit Price Discrepancy:
 Contract Discrepancy: \$1,000,000.00



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Osmium Purple Fiber

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 9/17/2019

PROJECT NUMBER/NAME: 0510-062-2018

SHT. 1 of 1

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

DATE: October 7, 2019

ITEM:

Public Hearing (5:35 p.m.)
S. 85th Street – Cascade Avenue to Mills Civic Parkway
0510-007-2019

FINANCIAL IMPACT:

The engineering estimate of construction cost was estimated to be \$2,211,404.00 for the S. 85th Street – Cascade Avenue to Mills Civic Parkway. There were eight (8) bids submitted with the low bid of \$1,413,767.80 being submitted by Alliance Construction Group, LLC of Urbandale, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Tax Increment Financing and a RISE Grant.

BACKGROUND:

The project will include construction of S. 85th Street from Cascade Avenue to Mills Civic Parkway and the extension of Cascade Avenue from South 85th Street to approximately 250 feet east of South 85th Street at the existing road terminus. The construction improvements include approximately 7,740 SY of 7-inch PCC reinforced pavement, 6-inch PCC driveway pavement, storm sewer, water main, subdrain, sidewalk, pavement markings, clearing and grubbing, grading, soil stabilization, traffic control, erosion control, surface restoration, and miscellaneous associated work to complete the project. The project is anticipated to be completed by August 28, 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 S. 85th Street – Cascade Avenue to Mills Civic Parkway;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Alliance Construction Group, LLC.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 27, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on September 16, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**S. 85th Street – Cascade Avenue to Mills Civic Parkway
Project No. 0510-007-2019**

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 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**S. 85th Street – Cascade Avenue to Mills Civic Parkway
Project No. 0510-007-2019**

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 Alliance Construction Group, LLC, in the amount of \$1,413,767.80 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 S. 85th Street – Cascade Avenue to Mills Civic Parkway, is hereby awarded to Alliance Construction Group, LLC, in the amount of \$1,413,767.80 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 7th day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

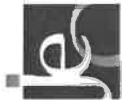
Ryan T. Jacobson, City Clerk



TABULATION OF BID

PROJECT | South 85th Street - Cascade Avenue to Mills Civic Parkway
 JEO PROJECT NO. | 182176.00
 LOCATION | West Des Moines, Iowa
 BID DATE / TIME | October 2, 2019 at 2:00 PM

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	ENGINEER'S ESTIMATE		1		2	
				UNIT PRICE	TOTAL PRICE	ALLIANCE CONSTRUCTION GROUP, LLC	TOTAL PRICE	CONCRETE TECHNOLOGIES, INC	TOTAL PRICE
EARTHWORK									
2.01	CLEARING AND GRUBBING	1	LS	\$40,000.00	\$40,000.00	\$10,500.00	\$10,500.00	\$4,200.00	\$4,200.00
2.02	TOPSOIL, ON-SITE	6,092	CY	\$12.00	\$73,104.00	\$5.30	\$32,287.60	\$3.95	\$24,063.40
2.03	EXCAVATION, CLASS 10	5,293	CY	\$9.00	\$47,637.00	\$3.40	\$17,996.20	\$2.35	\$12,438.55
2.04	EXCAVATION, CLASS 10, WASTE	39,912	CY	\$9.00	\$359,208.00	\$6.50	\$259,428.00	\$7.10	\$283,375.20
2.05	BELOW GRADE EXCAVATION (CORE OUT)	710	CY	\$25.00	\$17,750.00	\$2.00	\$1,420.00	\$3.15	\$2,236.50
2.06	SUBGRADE PREPARATION, 12-INCH DEPTH	8,540	SY	\$4.00	\$34,160.00	\$2.10	\$17,934.00	\$3.70	\$31,598.00
2.07	SUBGRADE TREATMENT, FLY ASH, LIME, OR CEMENT	6,405	SY	\$10.00	\$64,050.00	\$9.00	\$57,645.00	\$7.90	\$50,998.50
2.08	SUBBASE, GRANULAR SUBBASE	2,135	SY	\$15.00	\$32,025.00	\$11.00	\$23,485.00	\$9.75	\$20,816.25
2.09	REMOVAL OF KNOWN PIPE CULVERT, CMP, LESS THAN 36 IN.	14	LF	\$25.00	\$350.00	\$105.00	\$1,470.00	\$105.00	\$1,470.00
SEWERS AND DRAINS									
4.01	STORM SEWER, TRENCHED, CLASS III RCP, 15-INCH	244	LF	\$65.00	\$15,860.00	\$51.00	\$12,444.00	\$52.50	\$12,810.00
4.02	STORM SEWER, TRENCHED, CLASS III RCP, 18-INCH	283	LF	\$75.00	\$21,225.00	\$52.00	\$14,716.00	\$54.50	\$15,423.50
4.03	STORM SEWER, TRENCHED, CLASS III RCP, 30-INCH	413	LF	\$120.00	\$49,560.00	\$58.00	\$23,954.00	\$61.00	\$25,193.00
4.04	STORM SEWER, TRENCHED, CLASS III RCP, 36-INCH	775	LF	\$150.00	\$116,250.00	\$90.00	\$69,750.00	\$93.50	\$72,462.50
4.05	STORM SEWER, TRENCHED, CLASS III RCP, 42-INCH	833	LF	\$195.00	\$162,435.00	\$114.00	\$94,962.00	\$119.75	\$99,751.75
4.06	SUBDRAIN, TYPE 1, 6-INCH	1,775	LF	\$15.00	\$26,625.00	\$11.00	\$19,525.00	\$11.50	\$20,412.50
4.07	SUBDRAIN, TYPE 2, 6-INCH	786	LF	\$15.00	\$11,790.00	\$15.50	\$12,183.00	\$16.25	\$12,772.50
4.08	SUBDRAIN CLEANOUT, TYPE A-1	4	EA	\$350.00	\$1,400.00	\$450.00	\$1,800.00	\$470.00	\$1,880.00
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6-INCH	14	EA	\$400.00	\$5,600.00	\$275.00	\$3,850.00	\$290.00	\$4,060.00
4.10	SUBDRAIN CONNECTION TO STORM SEWER PIPE	3	EA	\$400.00	\$1,200.00	\$750.00	\$2,250.00	\$765.00	\$2,295.00
4.11	FIELD TILE	500	LF	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.50	\$5,250.00
4.12	FIELD TILE CONNECTIONS	10	EA	\$150.00	\$1,500.00	\$525.00	\$5,250.00	\$525.00	\$5,250.00
WATER MAINS AND APPURTENANCES									
5.01	WATER MAIN, TRENCHED, PVC C900, 8" DIA.	89	LF	\$70.00	\$6,230.00	\$30.00	\$2,670.00	\$27.25	\$2,425.25
5.02	WATER MAIN, TRENCHED, PVC C900, 12" DIA.	1,893	LF	\$80.00	\$151,440.00	\$24.00	\$45,432.00	\$25.25	\$47,798.25
5.03	FITTING, 12" X 12" X 8" TEE	1	EA	\$1,600.00	\$1,600.00	\$1,025.00	\$1,025.00	\$1,055.00	\$1,055.00
5.04	FITTING, 12" X 12" CROSS	1	EA	\$1,800.00	\$1,800.00	\$1,350.00	\$1,350.00	\$1,385.00	\$1,385.00
5.05	FITTING, 12" PLUG	1	EA	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$715.00	\$715.00
5.06	VALVE, GATE, 8"	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,550.00	\$1,550.00
5.07	VALVE, GATE 12"	4	EA	\$3,000.00	\$12,000.00	\$2,400.00	\$9,600.00	\$2,465.00	\$9,860.00
5.08	FIRE HYDRANT ASSEMBLY	6	EA	\$5,000.00	\$30,000.00	\$3,800.00	\$22,800.00	\$3,905.00	\$23,430.00
5.09	FLUSHING DEVICE (BLOWOFF), REMOVE, SALVAGE, AND REINSTALL	1	EA	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$3,905.00	\$3,905.00
5.10	CONNECTION TO EXISTING WATER MAIN	2	EA	\$1,500.00	\$3,000.00	\$2,150.00	\$4,300.00	\$2,215.00	\$4,430.00
STRUCTURES FOR SANITARY AND STORMS									
6.01	MANHOLE, SW-401, 60-INCH DIA.	1	EA	\$5,500.00	\$5,500.00	\$5,400.00	\$5,400.00	\$5,575.00	\$5,575.00



TABULATION OF BID

PROJECT | South 85th Street - Cascade Avenue to Mills Civic Parkway
 JEO PROJECT NO. | 182176.00
 LOCATION | West Des Moines, Iowa
 BID DATE / TIME | October 2, 2019 at 2:00 PM

	ENGINEER'S ESTIMATE		1		2	
			ALLIANCE CONSTRUCTION GROUP, LLC		CONCRETE TECHNOLOGIES, INC	
6.02	MANHOLE, SW-401, 96-INCH DIA.	EA	\$12,000.00	\$24,000.00	\$17,000.00	\$34,000.00
6.03	MANHOLE, SW-402, 4' X 5'	EA	\$5,000.00	\$5,000.00	\$6,400.00	\$6,675.00
6.04	INTAKE, SW-503, MODIFIED	EA	\$8,000.00	\$8,000.00	\$7,300.00	\$7,585.00
6.05	INTAKE, SW-505	EA	\$5,000.00	\$30,000.00	\$3,800.00	\$22,800.00
6.06	INTAKE, SW-508	EA	\$8,500.00	\$17,000.00	\$6,400.00	\$12,800.00
6.07	INTAKE, SW-506, MODIFIED	EA	\$12,000.00	\$48,000.00	\$9,000.00	\$36,000.00
6.08	INTAKE, SW-512, 24-IN DIA	EA	\$2,200.00	\$4,400.00	\$1,500.00	\$3,000.00
6.09	INTAKE, SW-513, 4' X 4' - 1 OPEN SIDE	EA	\$5,000.00	\$5,000.00	\$4,000.00	\$4,185.00
6.10	INTAKE, SW-513, 4' X 4' - 2 OPEN SIDES	EA	\$5,200.00	\$5,200.00	\$4,000.00	\$4,185.00
	STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, REINFORCED, 7-IN.	SY	\$65.00	\$503,100.00	\$45.30	\$350,622.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	LS	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00
7.03	SIDEWALK, PCC, 6-INCH	SY	\$90.00	\$5,130.00	\$110.00	\$6,270.00
7.04	DETECTABLE WARNING	SF	\$50.00	\$4,000.00	\$50.00	\$4,000.00
7.05	DRIVEWAY, PAVED, PCC, 6-IN.	SY	\$70.00	\$14,140.00	\$62.00	\$12,524.00
7.06	PAVEMENT REMOVAL	SY	\$30.00	\$360.00	\$20.00	\$240.00
	TRAFFIC CONTROL					
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	\$110.00	\$4,620.00	\$115.00	\$4,830.00
8.02	PAINTED SYMBOLS AND LEGENDS, SOLVENT/WATERBORNE	EA	\$90.00	\$1,350.00	\$105.00	\$1,575.00
8.03	TEMPORARY TRAFFIC CONTROL	LS	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
8.04	PERMANENT ROAD CLOSURE, URBAN	EA	\$1,500.00	\$3,000.00	\$850.00	\$1,700.00
	SITE WORK AND LANDSCAPING					
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, RESCUE PLUS	AC	\$4,000.00	\$10,000.00	\$3,300.00	\$8,250.00
9.02	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2	AC	\$2,000.00	\$3,200.00	\$3,000.00	\$4,800.00
9.03	SWPPP, PREPARATION	LS	\$2,500.00	\$2,500.00	\$1,750.00	\$1,785.00
9.04	SWPPP, MANAGEMENT	LS	\$5,000.00	\$5,000.00	\$3,400.00	\$3,465.00
9.05	FILTER SOCK, 8 INCH	LF	\$3.00	\$16,740.00	\$1.60	\$8,928.00
9.06	FILTER SOCK, REMOVAL	LF	\$1.00	\$5,580.00	\$0.15	\$837.00
9.07	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$3.00	\$19,260.00	\$1.60	\$10,272.00
9.08	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$1.00	\$6,420.00	\$0.10	\$642.00
9.09	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	\$1.00	\$6,420.00	\$0.10	\$642.00
9.10	STABILIZED CONSTRUCTION ENTRANCE	SY	\$25.00	\$3,750.00	\$20.00	\$3,000.00
9.11	EROSION CONTROL MULCHING, HYDROMULCHING, BONDED FIBER MATRIX (BFM) WITH TEMPORARY SEEDING	AC	\$3,500.00	\$10,850.00	\$2,400.00	\$7,440.00
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	\$200.00	\$5,000.00	\$150.00	\$3,750.00
9.13	INLET PROTECTION DEVICE, MAINTENANCE	EA	\$25.00	\$1,250.00	\$25.00	\$1,250.00
9.14	REMOVAL OF FENCE	LF	\$10.00	\$15,720.00	\$1.50	\$2,358.00



TABULATION OF BID

PROJECT | South 85th Street - Cascade Avenue to Mills Civic Parkway
JEO PROJECT NO. | 182176.00
LOCATION | West Des Moines, Iowa
BID DATE / TIME | October 2, 2019 at 2:00 PM

		ENGINEER'S ESTIMATE		1 ALLIANCE CONSTRUCTION GROUP, LLC		2 CONCRETE TECHNOLOGIES, INC	
9.15	FIELD FENCE		\$12.00	\$22,212.00	\$11.00	\$20,361.00	
	MISCELLANEOUS	1.851					\$6.30
11.01	CONSTRUCTION SURVEY	1	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$30,500.00
11.02	MONUMENT PRESERVATION AND REPLACEMENT	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,680.00
11.03	CONCRETE WASHOUT	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,345.00
11.04	PROJECT SIGN	2	\$1,500.00	\$3,000.00	\$1,300.00	\$2,600.00	\$1,260.00
TOTAL BID:				\$2,212,201.00	\$1,413,767.80		\$1,444,592.05
BID SECURITY:					10%		10%



PROJECT | South 85th Street - Cascade Avenue to Mills Civic Parkway
 JEO PROJECT NO. | 182176.00
 LOCATION | West Des Moines, Iowa
 BID DATE / TIME | October 2, 2019 at 2:00 PM

TABULATION OF BID

3			4			5			6			7			8		
ABSOLUTE CONCRETE CONSTRUCTION			MCANINCH CORPORATION			HUBER GRADING, INC.			ELDER CORPORATION			CORELL CONTRACTOR INC.			MPS ENGINEERS, PC DBA KINGSTON SERVICES, PC		
UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE	
\$4,000.00	\$4,000.00		\$11,700.00	\$11,700.00		\$60,700.00	\$60,700.00		\$28,000.00	\$28,000.00		\$82,180.00	\$82,180.00		\$104,000.00	\$104,000.00	
\$3.75	\$22,845.00		\$5.30	\$32,287.60		\$4.50	\$27,414.00		\$7.00	\$42,644.00		\$6.50	\$33,506.00		\$12.00	\$73,104.00	
\$2.25	\$11,909.25		\$7.25	\$38,374.25		\$2.00	\$10,586.00		\$4.75	\$25,141.75		\$4.75	\$25,141.75		\$8.50	\$44,990.50	
\$6.75	\$289,406.00		\$6.30	\$251,445.60		\$7.90	\$315,304.80		\$8.25	\$329,274.00		\$7.75	\$309,318.00		\$8.65	\$345,238.80	
\$3.00	\$2,130.00		\$6.50	\$4,615.00		\$9.65	\$6,851.50		\$18.00	\$12,780.00		\$11.00	\$7,810.00		\$12.00	\$8,520.00	
\$3.50	\$29,890.00		\$1.80	\$15,372.00		\$3.15	\$26,901.00		\$2.50	\$21,350.00		\$3.00	\$25,620.00		\$5.75	\$49,105.00	
\$7.50	\$48,037.50		\$6.15	\$39,390.75		\$10.00	\$64,050.00		\$7.25	\$46,436.25		\$9.50	\$60,847.50		\$2.25	\$14,411.25	
\$9.25	\$19,748.75		\$11.60	\$24,766.00		\$13.15	\$28,075.25		\$12.50	\$26,687.50		\$12.00	\$25,620.00		\$14.00	\$29,890.00	
\$25.00	\$350.00		\$41.00	\$574.00		\$43.00	\$602.00		\$52.00	\$728.00		\$100.00	\$1,400.00		\$56.00	\$784.00	
\$41.00	\$10,004.00		\$55.00	\$13,420.00		\$52.00	\$12,688.00		\$54.00	\$13,176.00		\$67.00	\$16,348.00		\$54.00	\$13,176.00	
\$44.00	\$12,452.00		\$58.00	\$16,414.00		\$55.00	\$15,565.00		\$57.00	\$16,131.00		\$69.00	\$19,527.00		\$68.00	\$19,244.00	
\$68.50	\$28,290.50		\$68.00	\$40,474.00		\$87.00	\$35,931.00		\$80.00	\$33,040.00		\$77.00	\$31,801.00		\$102.00	\$42,126.00	
\$81.25	\$62,968.75		\$111.00	\$86,025.00		\$108.00	\$83,700.00		\$85.00	\$65,875.00		\$86.00	\$66,650.00		\$134.00	\$103,850.00	
\$118.00	\$98,294.00		\$168.00	\$139,944.00		\$160.00	\$133,280.00		\$110.00	\$91,630.00		\$141.00	\$117,453.00		\$169.00	\$140,777.00	
\$12.50	\$22,187.50		\$11.00	\$19,525.00		\$14.00	\$24,850.00		\$14.75	\$26,181.25		\$15.50	\$27,512.50		\$14.50	\$25,737.50	
\$17.00	\$13,362.00		\$15.50	\$12,183.00		\$14.00	\$11,004.00		\$23.50	\$18,471.00		\$17.25	\$13,558.50		\$14.50	\$11,397.00	
\$635.00	\$2,540.00		\$459.00	\$1,836.00		\$450.00	\$1,800.00		\$610.00	\$2,440.00		\$495.00	\$1,980.00		\$385.00	\$1,540.00	
\$300.00	\$4,200.00		\$462.00	\$6,468.00		\$350.00	\$4,900.00		\$420.00	\$5,680.00		\$385.00	\$5,390.00		\$398.00	\$5,572.00	
\$650.00	\$1,950.00		\$498.00	\$1,224.00		\$400.00	\$1,200.00		\$420.00	\$1,260.00		\$440.00	\$1,320.00		\$425.00	\$1,275.00	
\$12.20	\$6,100.00		\$12.00	\$6,000.00		\$27.00	\$13,500.00		\$14.75	\$7,375.00		\$25.00	\$12,500.00		\$2.00	\$1,000.00	
\$645.00	\$6,450.00		\$227.00	\$2,270.00		\$210.00	\$2,100.00		\$420.00	\$4,200.00		\$1,225.00	\$12,250.00		\$165.00	\$1,650.00	
\$18.50	\$1,646.50		\$82.00	\$7,298.00		\$25.00	\$2,225.00		\$34.00	\$3,026.00		\$48.00	\$4,272.00		\$56.00	\$4,984.00	
\$28.00	\$5,004.00		\$39.00	\$73,827.00		\$31.00	\$58,683.00		\$39.00	\$73,827.00		\$37.50	\$70,987.50		\$62.00	\$117,366.00	
\$965.00	\$965.00		\$730.00	\$730.00		\$1,080.00	\$1,080.00		\$760.00	\$760.00		\$1,100.00	\$1,100.00		\$1,260.00	\$1,260.00	
\$1,400.00	\$1,400.00		\$1,000.00	\$1,000.00		\$1,445.00	\$1,445.00		\$1,000.00	\$1,000.00		\$1,285.00	\$1,285.00		\$1,285.00	\$1,285.00	
\$460.00	\$460.00		\$490.00	\$490.00		\$280.00	\$280.00		\$490.00	\$490.00		\$950.00	\$950.00		\$985.00	\$985.00	
\$1,575.00	\$1,575.00		\$1,360.00	\$1,360.00		\$1,390.00	\$1,390.00		\$1,300.00	\$1,300.00		\$1,600.00	\$1,600.00		\$1,845.00	\$1,845.00	
\$2,665.00	\$10,660.00		\$2,280.00	\$9,120.00		\$2,321.00	\$9,284.00		\$2,200.00	\$8,800.00		\$2,500.00	\$10,000.00		\$2,685.00	\$10,740.00	
\$4,900.00	\$29,400.00		\$4,063.00	\$24,378.00		\$4,342.00	\$26,052.00		\$4,900.00	\$29,400.00		\$4,650.00	\$27,900.00		\$4,675.00	\$28,050.00	
\$1,275.00	\$1,275.00		\$1,152.00	\$1,152.00		\$1,786.00	\$1,786.00		\$3,200.00	\$3,200.00		\$2,850.00	\$2,850.00		\$3,950.00	\$3,950.00	
\$1,865.00	\$3,730.00		\$1,070.00	\$2,140.00		\$1,700.00	\$3,400.00		\$1,400.00	\$2,800.00		\$3,000.00	\$6,000.00		\$5,400.00	\$10,800.00	
\$4,465.00	\$4,465.00		\$4,683.00	\$4,683.00		\$6,190.00	\$6,190.00		\$4,100.00	\$4,100.00		\$5,335.00	\$5,335.00		\$4,200.00	\$4,200.00	



TABULATION OF BID

PROJECT | South 85th Street - Cascade Avenue to Mills Civic Parkway

JEO PROJECT NO. | 182176.00

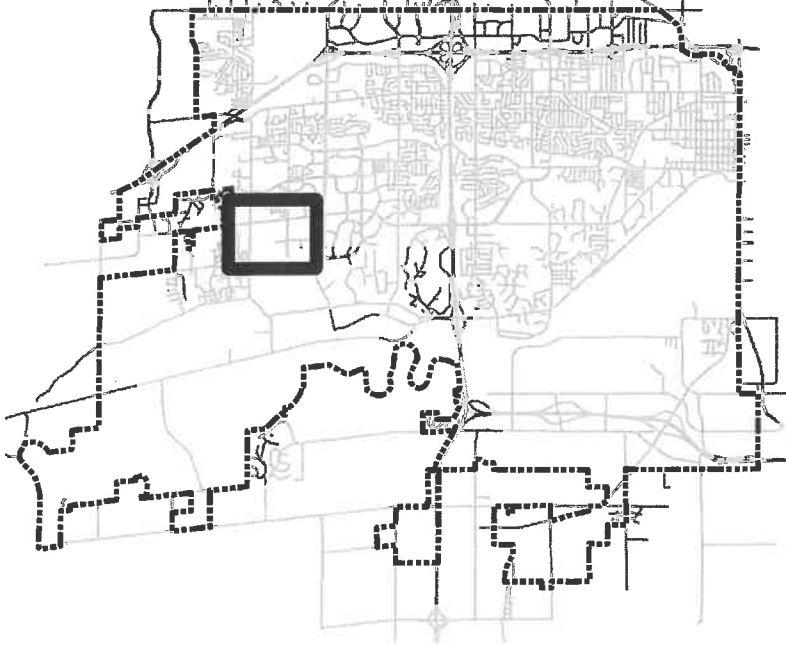
LOCATION | West Des Moines, Iowa

BID DATE / TIME | October 2, 2019 at 2:00 PM

3		4		5		6		7		8	
ABSOLUTE CONCRETE CONSTRUCTION		MCANINCH CORPORATION		HUBER GRADING, INC.		ELDER CORPORATION		CORELL CONTRACTOR INC.		MPS ENGINEERS, PC DBA KINGSTON SERVICES, PC	
\$17,100.00	\$34,200.00	\$31,550.00	\$63,100.00	\$26,312.00	\$52,624.00	\$12,000.00	\$24,000.00	\$21,500.00	\$43,000.00	\$11,400.00	\$22,800.00
\$6,710.00	\$6,710.00	\$7,200.00	\$7,200.00	\$4,500.00	\$4,500.00	\$4,600.00	\$4,600.00	\$6,850.00	\$6,850.00	\$4,975.00	\$4,975.00
\$8,075.00	\$8,075.00	\$7,177.00	\$7,177.00	\$5,704.00	\$5,704.00	\$4,000.00	\$4,000.00	\$8,150.00	\$8,150.00	\$6,400.00	\$6,400.00
\$4,650.00	\$27,900.00	\$4,200.00	\$25,200.00	\$3,443.00	\$20,658.00	\$4,100.00	\$24,600.00	\$4,250.00	\$25,500.00	\$4,750.00	\$28,500.00
\$7,250.00	\$14,500.00	\$7,600.00	\$15,200.00	\$4,965.00	\$9,930.00	\$6,800.00	\$13,600.00	\$6,750.00	\$13,500.00	\$7,800.00	\$15,600.00
\$10,275.00	\$41,100.00	\$11,900.00	\$47,600.00	\$8,420.00	\$33,680.00	\$9,500.00	\$38,000.00	\$9,600.00	\$38,400.00	\$9,600.00	\$38,400.00
\$1,800.00	\$3,600.00	\$2,100.00	\$4,200.00	\$1,893.00	\$3,786.00	\$1,400.00	\$2,800.00	\$2,975.00	\$5,950.00	\$2,000.00	\$4,000.00
\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$4,175.00	\$4,175.00	\$4,200.00	\$4,200.00	\$4,730.00	\$4,730.00	\$4,100.00	\$4,100.00
\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00	\$3,625.00	\$3,625.00	\$4,000.00	\$4,000.00	\$4,560.00	\$4,560.00	\$4,300.00	\$4,300.00
\$51.50	\$398,610.00	\$46.20	\$357,588.00	\$46.00	\$356,040.00	\$47.50	\$367,650.00	\$46.45	\$359,523.00	\$46.50	\$359,910.00
\$7,500.00	\$7,500.00	\$3,060.00	\$3,060.00	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00	\$3,075.00	\$3,075.00	\$3,500.00	\$3,500.00
\$96.00	\$5,472.00	\$108.00	\$6,156.00	\$100.00	\$5,700.00	\$103.00	\$5,871.00	\$112.50	\$6,412.50	\$102.00	\$5,814.00
\$47.50	\$3,800.00	\$46.00	\$3,680.00	\$35.00	\$2,800.00	\$36.00	\$2,880.00	\$51.25	\$4,100.00	\$36.00	\$2,880.00
\$65.00	\$13,130.00	\$51.00	\$10,302.00	\$50.00	\$10,100.00	\$52.00	\$10,504.00	\$63.50	\$12,827.00	\$52.00	\$10,504.00
\$65.00	\$780.00	\$64.00	\$768.00	\$62.50	\$750.00	\$125.00	\$1,500.00	\$40.00	\$480.00	\$96.00	\$1,152.00
\$95.00	\$3,990.00	\$97.00	\$4,074.00	\$95.00	\$3,990.00	\$100.00	\$4,200.00	\$105.00	\$4,410.00	\$121.00	\$5,082.00
\$100.00	\$1,500.00	\$102.00	\$1,530.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$110.00	\$1,650.00	\$126.00	\$1,890.00
\$3,500.00	\$3,500.00	\$43,760.00	\$43,760.00	\$3,500.00	\$3,500.00	\$96,295.25	\$96,295.25	\$3,850.00	\$3,850.00	\$19,300.00	\$19,300.00
\$800.00	\$1,600.00	\$816.00	\$1,632.00	\$800.00	\$1,600.00	\$850.00	\$1,700.00	\$880.00	\$1,760.00	\$990.00	\$1,980.00
\$1,800.00	\$4,500.00	\$1,836.00	\$4,590.00	\$1,900.00	\$4,750.00	\$1,900.00	\$4,750.00	\$3,575.00	\$8,937.50	\$3,300.00	\$8,250.00
\$1,400.00	\$2,240.00	\$1,428.00	\$2,284.80	\$1,600.00	\$2,560.00	\$1,400.00	\$2,240.00	\$3,245.00	\$5,192.00	\$3,000.00	\$4,800.00
\$1,500.00	\$1,500.00	\$1,530.00	\$1,530.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,870.00	\$1,870.00	\$1,750.00	\$1,750.00
\$2,500.00	\$2,500.00	\$2,550.00	\$2,550.00	\$3,300.00	\$3,300.00	\$2,600.00	\$2,600.00	\$3,630.00	\$3,630.00	\$3,350.00	\$3,350.00
\$2.25	\$12,555.00	\$2.30	\$12,834.00	\$1.75	\$9,765.00	\$2.25	\$12,555.00	\$1.65	\$9,207.00	\$1.60	\$8,928.00
\$0.25	\$1,395.00	\$0.25	\$1,395.00	\$0.05	\$279.00	\$0.25	\$1,395.00	\$0.15	\$837.00	\$0.25	\$1,395.00
\$1.50	\$9,630.00	\$1.55	\$9,951.00	\$1.75	\$11,235.00	\$1.50	\$9,630.00	\$1.65	\$10,593.00	\$1.65	\$10,593.00
\$0.05	\$321.00	\$0.05	\$321.00	\$1.00	\$6,420.00	\$0.10	\$642.00	\$0.05	\$321.00	\$0.10	\$642.00
\$0.05	\$321.00	\$0.05	\$321.00	\$0.25	\$1,605.00	\$0.10	\$642.00	\$0.10	\$642.00	\$0.10	\$642.00
\$12.00	\$1,800.00	\$20.00	\$3,000.00	\$10.00	\$1,500.00	\$28.50	\$4,275.00	\$24.00	\$3,600.00	\$25.00	\$3,750.00
\$2,700.00	\$5,370.00	\$2,754.00	\$6,537.40	\$2,800.00	\$8,680.00	\$2,800.00	\$8,680.00	\$2,585.00	\$8,013.50	\$2,400.00	\$7,440.00
\$150.00	\$3,750.00	\$153.00	\$3,825.00	\$25.00	\$625.00	\$155.00	\$3,875.00	\$165.00	\$4,125.00	\$155.00	\$3,875.00
\$25.00	\$1,250.00	\$25.50	\$1,275.00	\$10.00	\$500.00	\$26.00	\$1,300.00	\$22.50	\$1,125.00	\$21.00	\$1,050.00
\$1.00	\$1,572.00	\$1.55	\$2,436.60	\$1.00	\$1,572.00	\$3.50	\$5,502.00	\$1.65	\$2,593.80	\$4.00	\$6,288.00



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

S. 85th Street - Mills Civic Pkwy to Cascade Avenue

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 1/14/2019

PROJECT NUMBER/NAME: 0510-007-2019

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: October 7, 2019

ITEM:

Public Hearing (5:35 p.m.)
Library Interior Renovations

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$1,995,916.45 for the Library Interior Renovations. There were five (5) bids submitted with the low bid of \$1,744,000.00 being submitted by Edge Commercial, LLC 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, Private Contributions, and Local Option Sales Tax.

BACKGROUND:

The Interior Renovations at the Public Library located at 4000 Mills Civic Parkway will include renovation of the current Library Café space to accommodate a Library Living Room, a Young Adult/Teen Area, relocation/addition of a couple of study rooms, and addition of a Health Room. In addition, the project will include carpet replacement, miscellaneous wall repairs, painting, furniture replacement in staff work area, reconfiguration of Collections area, return-air fans for air handling units, updates to first and second floor restrooms, sanitary sewer replacement for second floor plumbing, and power/data connections for new furniture. Work on the second floor of the Library is anticipated to be completed by May 8, 2020. No work will occur from June to August to accommodate the summer programs. Work on the first floor of the Library is anticipated to be completed by May 7, 2021. Final completion is anticipated to be May 28, 2021.

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 Library Interior Renovations;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Edge Commercial, LLC.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 27, 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 September 3, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Library Interior Renovations
Project No. 0510-005-2019**

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 **7th** day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Library Interior Renovations
Project No. 0510-005-2019**

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 Edge Commercial, LLC in the amount of \$1,744,000.00 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Library Interior Renovations is hereby awarded to Edge Commercial, LLC in the amount of \$1,744,000.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

BID TABULATION FORM



PROJECT NAME & NUMBER: WEST DES MOINES PUBLIC LIBRARY INTERIOR RENOVATIONS 0510-005-2019

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

BID DATE & TIME: October 2nd, 2019 @ 2:00 PM **ARCHITECT:** STUDIO MELEE

BID ITEM	BIDDER NAME	OPINION OF PROBABLE COST	EDGE COMMERCIAL	TRINITY CONSTRUCTION	DDVI	BALL TEAM	ESTES CONSTRUCTION
BID BOND (BID SECURITY)			X	X	X	X	X
BIDDER STATUS FORM			X	X	X	X	X
PROPOSAL FORM							
ADDENDUM #01			X	X	X	X	X
ADDENDUM #02			X	X	X	X	X
BASE BID		\$1,995,916.45	\$1,744,000.00	\$1,770,000.00	\$1,820,000.00	\$2,105,000.00	\$2,113,000

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 DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

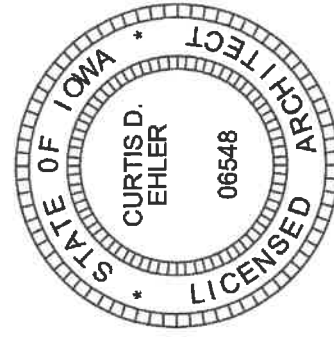
CURTIS D. EHLER
PRINTED OR TYPED NAME

Curtis D. Ehler
SIGNATURE & DATE

2019-10-02

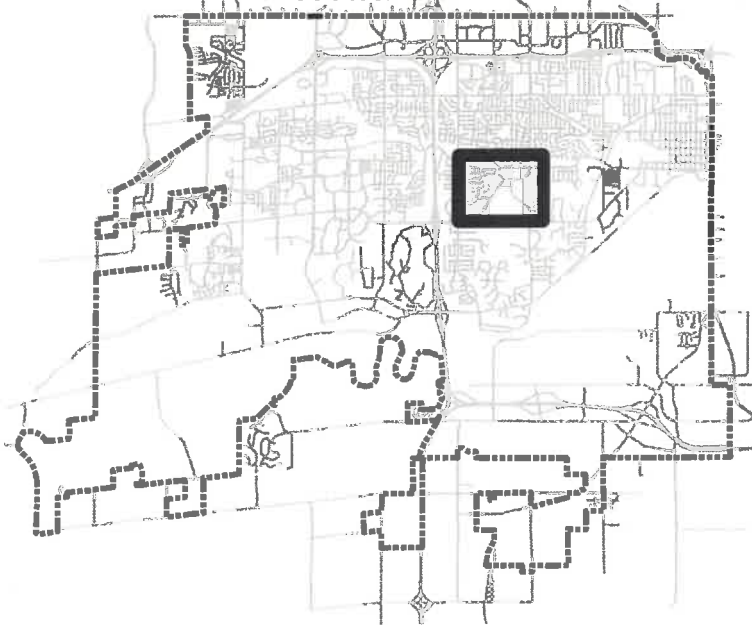
JUNE 30, 2020
REGISTRATION EXPIRES & DATE ISSUED

BID TABULATION FORM
PAGES OR SHEETS COVERED BY THIS SEAL





VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Library Interior Renovations

LOCATION:

4000 Mills Civic Parkway

DRAWN BY: JDR

DATE: 11/27/2018

PROJECT NUMBER/NAME: 0510-005-2019

SHT. 1 of 1

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

DATE: October 7, 2019

ITEM:

Public Hearing (5:35 p.m.)
City Entrance Enhancements – Phase 1B

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$200,000.00 for the City Entrance Enhancements – Phase 1B. There were two (2) bids submitted with the low bid of \$391,215.00 being submitted by Lejas Corporation of St. Louis, Missouri. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

The project includes the construction of concrete foundations and associated site work for four (4) branded monument signs to denote key roadway entrances to the City of West Des Moines. Locations include eastern corporate limits along IA-5, eastern corporate limits along I-235, northern corporate limits along I-35/80, and 98th & University. Foundation work, utilities, and earthwork for this phase of the project is anticipated to be completed by December 13, 2019 with site restoration to occur prior to June 1, 2020.

Phase 1A of the project, including fabrication and installation of the monument signs, was awarded to Graphic House, Inc. of Wausau, Wisconsin on July 1, 2019 as part of a separate contract. Fabrication of the signs is to be completed by November 1, 2019 with installation to be completed by December 13, 2019 in coordination with Phase 1B.

The two bids for the project were in excess of the Engineer's Estimate. After discussing the bid results with both bidders on the project, it was determined that the tight completion dates, lack of availability of subcontractors to drill deep footing piers, and difficult access for getting the drilling rig set up at a couple of the sites increased costs on the project substantially. In addition, there was limited interest from other potential bidders in Iowa, specifically the Des Moines Metro area. City Staff recommend rejecting all bids at this time and rebid the project later this Fall with an extended completion date in Spring 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 City Entrance Enhancements – Phase 1B;
- Motion receiving and filing Report of Bids;
- Resolution Rejecting All Bids.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 27, 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 September 16, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**City Entrance Enhancements – Phase 1B
Project No. 0510-051-2018**

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 **7th** day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION REJECTING ALL BIDS

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**City Entrance Enhancements – Phase 1B
Project No. 0510-051-2018**

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 Lejas Corporation in the amount of \$391,215.00 was the lowest responsible bid received for said public improvement; and,

WHEREAS, all the bids received exceeded the estimated project cost;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that all bids for the City Entrance Enhancements – Phase 1B project are hereby rejected.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to all bidders.

PASSED AND ADOPTED on this **7th** day of **October, 2019**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

SHIVEHATTERY

ARCHITECTURE + ENGINEERING

10/2/2019

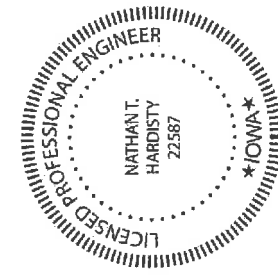
Client: City of West Des Moines
 Project Name: City Entrance Enhancements - Phase 1B Sign Foundations

WDM Project No.: 0510-051-2018
 SH Project No.: 4173891

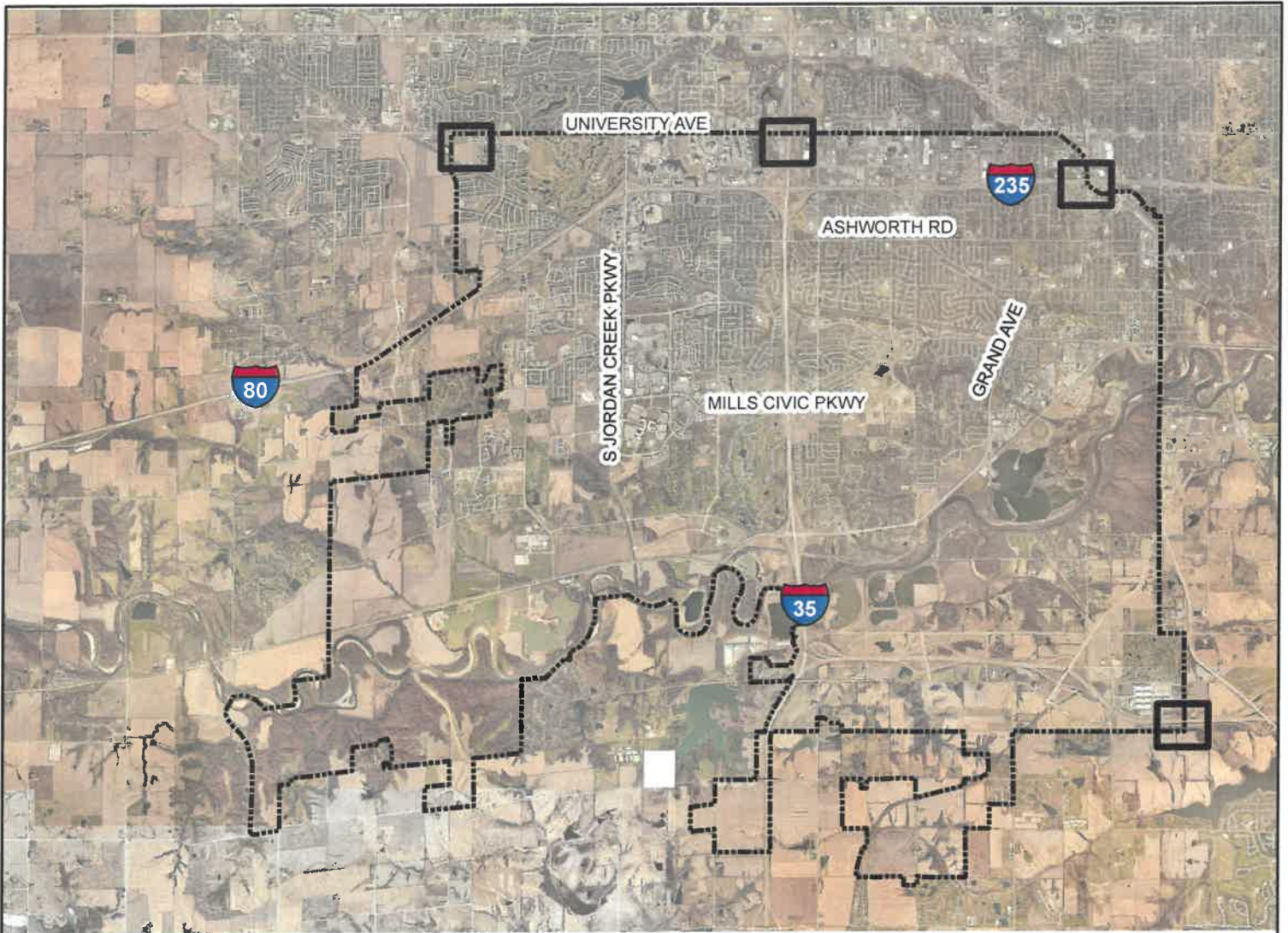
Item	Description	Quantity	Units	Engineers Estimate		Lejas Corporation 6202 S. Maple Ave. #127 Tempe, AZ 85283		Edge Commercial 3165 SE Miele Drive, #2 Grimes, IA 50111		Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount									Unit Price
	Bid Security						X		X									
	Addendum 1						X		X									
	Bidder Status Form						X		X									
1	Sign Foundation and Site Improvements - University Avenue	1	LS	\$55,000.00	\$55,000.00	\$96,117.00	\$96,117.00	\$140,300.00	\$140,300.00	\$140,300.00								
2	Sign Foundation and Site Improvements - Westown Parkway	1	LS	\$80,000.00	\$80,000.00	\$100,223.00	\$100,223.00	\$220,550.00	\$220,550.00	\$220,550.00								
3	Sign Foundation and Site Improvements - YMCA	1	LS	\$35,000.00	\$35,000.00	\$98,995.00	\$98,995.00	\$70,000.00	\$70,000.00	\$70,000.00								
4	Sign Foundation and Site Improvements - White Crane Road	1	LS	\$30,000.00	\$30,000.00	\$95,880.00	\$95,880.00	\$65,000.00	\$65,000.00	\$65,000.00								
TOTAL BID					\$200,000.00	\$391,216.00	\$391,216.00	\$495,850.00	\$495,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

I hereby certify that this 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.

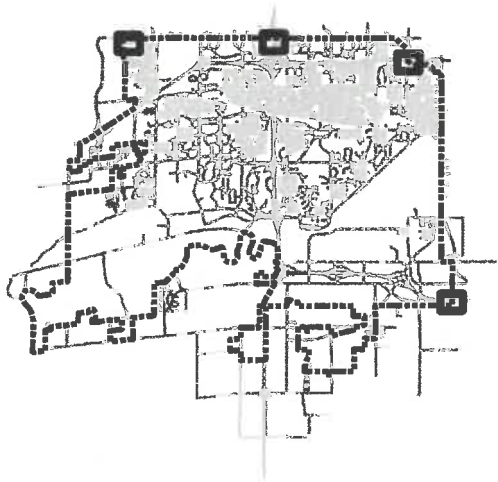
Nathan Hardisty



Nathan Hardisty, P.E.
 License #22587



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

City Entrance Enhancements - Level 1

LOCATION:

Various Locations

DRAWN BY: REF

DATE: 01/07/2019

PROJECT NUMBER/NAME: 0510-051-2018

SHT. 1 of 1

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

Date: October 7, 2019

ITEM: Woodsprings Suites – 7255 Lake Drive – Approval of a Site Plan to develop a 4 story, 81 room hotel – VKB Management. – SP-004413-2019

RESOLUTION: Approval of a Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Erin Ollendike of Civil Design Advantage, LLC, on behalf of the applicant, VKB Management and with permission of the property owner, Jai Hanuman LLC is requesting approval of a site plan to develop a 4 story, 81 room, Woodsprings Suites hotel.

Plan and Zoning Commission Action:

Vote: 6-0 for approval, with Commissioner Crowley Absent.

Date: September 23, 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 & Planning: August 5, 2019*
- Staff Review and Comments
 - Water Easements
 - Shared Parking Agreement
- Comprehensive Plan Consistency
- Site Plan Findings
- Staff Recommendations and Conditions of Approval
- 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 site plan to allow for construction of a 4 story, 81 room hotel, subject to the applicant meeting all City Code requirements and the following:

1. The applicant acknowledging that the Shared Parking Agreement and Water Easement must be submitted to the City prior to issuance of any occupancy permits, including temporary occupancy permits for the building.
2. Prior to the initiation of any site activities, the applicant providing final architectural drawings that are acceptable to the City

Lead Staff Member: J. Bradley Munford 

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	not required
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 5, 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 - Building Architecture
- Exhibit II - City Council Resolution
- Exhibit A - Conditions of Approval

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: September 23, 2019

Item: Woodspring Suites – 7255 Lake Drive – Approval of a Site Plan to develop a 4 story, 81 room hotel – VKB Management. – SP-004413-2019

Requested Action: Recommend Approval of Site Plan

Case Advisor: J. Bradley Munford 

Applicant's Request: Erin Ollendike of Civil Design, on behalf of the applicant, VKB Management and with permission of the property owner, Jai Hanuman LLC is requesting approval of a site plan to develop a 4 story, 81 room, Woodspring Suites hotel.

History: The property was annexed into the city in 1989 as a part of the West 74th Street Annexation. The office zoning for the property was established shortly after annexation. On January 8, 2018 the City Council approved a Final Plat to replat of the property into 2 commercial lots in anticipation of this development. This property is Lot 2 of that plat. On April 30, 2018 the City Council approved a Site Plan to allow reconfiguration of the parking lot for the existing building on the north side of this development. On May 14, 2018 the City Council approved a Site Plan to allow for the construction of a Comfort Inn and Suites just east of this development. On August 5, 2019, The City Council Approved a Plat of Survey to create a 1,432 square foot parcel for transfer of ownership to this property (Lot 2).

City Council Subcommittee: The Woodspring Suites was presented to Development and Planning Subcommittee as an informational item at the August 5, 2019 meeting. The Subcommittee was supportive of the development.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. Staff would note the following:

- **Water Easements:** This development will have water appurtenances and curb shutoff valves located on private property. A Water Easement is necessary to allow West Des Moines Water Works to have access to that infrastructure. The applicant has agreed to grant the easement, but the document is still under the applicant's review. The applicant is requesting that the site plan is approved with the condition that the executed Water Easement is submitted to staff prior to issuance of any occupancy permits, including temporary occupancy permits for the building. Staff is comfortable with the request.
- **Shared Parking Agreement:** This hotel (Woodsprings Suites) has a 16 space parking deficiency. The applicant is planning to share parking with Comfort Inn and Suites that is under the same ownership. At this point, sharing parking is not an issue because of the single ownership. However, in the future the lot could be split and sold, leaving the Woodsprings Suites deficient with parking. The applicant has agreed to enter into a shared parking agreement to assure that the deficient spaces are available in the future. The Agreement is still under the applicant's review, but will be submitted to staff shortly. The applicant is requesting that the site plan is approved with the condition that the executed Shared parking Agreement is submitted to staff prior to issuance of any occupancy permits, including temporary occupancy permits for the building. Staff is comfortable with the request.

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.

Site 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 approving the site plan to develop a 4 story, 81 room hotel, subject to the applicant meeting all City Code requirements and the following:

3. The applicant acknowledging that the Shared Parking Agreement and Water Easement must be submitted to the City prior to issuance of any occupancy permits, including temporary occupancy permits for the building.
4. Prior to the initiation of any site activities, the applicant providing final architectural drawings that are acceptable to the City

Applicant:

VKB Management
Kalpesh Patel
P.O. Box 186
Johnston, Iowa 50131
Kalpesh.Patel@vkbmanagement.com

Applicant Representative:

Erin Ollendike, P.E
Civil Design Advantage LLC
3405 SE Crossroads Drive, Suite G
Grimes, Iowa 50111
ErinO@cda-eng.com

Attachments:

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Site Plan
- Attachment D - Building Elevations

RESOLUTION NO. PZC-19-068

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN (SP-004413-2019) TO DEVELOP A 4 STORY, 81 ROOM HOTEL

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, The VKB Management., has requested approval for a Site Plan (SP-004413-2019) to develop a 4 story, 81 room hotel on a 1.96 acre site located at the 7255 Lake Drive;

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

WHEREAS, on September 23, 2019, this Commission held a duly-noticed public meeting to consider the application for a Site Plan;

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated September 23, 2019 or as amended orally at the Plan and Zoning Commission hearing of September 23, 2019 are adopted.

SECTION 2. The Woodspring Suites Site Plan (SP-004413-2019) to develop a 4 story, 81 room hotel, 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 September 23, 2019.



Erica Andersen
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 September 23, 2019, by the following vote:

AYES: Andersen, Costa, Drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Crowley

ATTEST:



Recording Secretary

**EXHIBIT A
CONDITIONS OF APPROVAL**

1. The applicant acknowledging that the Shared Parking Agreement and Water Easement must be submitted to the City prior to issuance of any occupancy permits, including temporary occupancy permits for the building.
2. Prior to the initiation of any site activities, the applicant providing final architectural drawings that are acceptable to the City



Woodsprings Suites

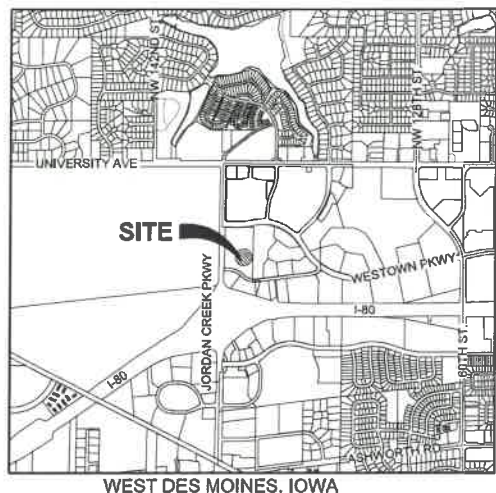


SITE PLAN FOR: WOODSPRINGS SUITES

WEST DES MOINES, IOWA

VICINITY MAP

NOT TO SCALE



OWNER / APPLICANT

JAI HANUMAN LLC
CONTACT: KALPESH PATEL
PO BOX 186
JOHNSTON, IOWA 50131
PH (515) 259-3040

ARCHITECT

SIMONSON & ASSOCIATES ARCHITECTS, LLC
CONTACT: CLARK SYNDER
1717 INGERSOL AVE # 117
DES MOINES, IOWA 50309
PH. (515) 440-5626
FX. (515) 440-0964

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

SUBMITTAL DATES

-FIRST SUBMITTAL: 07/10/19
-SECOND SUBMITTAL: 07/31/19
-THIRD SUBMITTAL: 09/18/19

LEGAL DESCRIPTION

LOT 2, CONTINENTAL PLAZA PLAT 3, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

DEVELOPMENT SUMMARY

LOT AREA: 1.96 ACRES (85,023 SF)

IMPERVIOUS AREA: 1.35 ACRES (58,999 SF)

SETBACKS:

FRONT: 50'
SIDE: 25'
REAR: 25'

LOT 1 (EXISTING)

1 SPACE PER ROOM = 81 SPACES (81 ROOMS)
1 SPACE PER EMPLOYEE = 10 SPACES (10 EMPLOYEES)
1/200 SF OF MEETING ROOM = 14 SPACES (2,715 SF)

LOT 1 REQUIRED = 105 SPACES
LOT 1 PROVIDED = 133 SPACES

LOT 2

1 SPACE PER ROOM = 122 SPACES (122 ROOMS)
1 SPACE PER EMPLOYEE = 6 SPACES (6 EMPLOYEES)

LOT 2 REQUIRED = 128 SPACES
LOT 2 PROVIDED = 112 SPACES

ACCESSIBLE STALLS REQUIRED = 7 SPACES
ACCESSIBLE STALLS PROVIDED = 8 SPACES

TOTAL REQUIRED = 233 SPACES
TOTAL PROVIDED = 245 SPACES

LOT 2 IMPERVIOUS AREA

IMPERVIOUS AREA = 58,999 FT

DATE OF SURVEY

MAY 27, 2019

BENCHMARKS

WEST DES MOINES CITY BM#21, @ INTERSECTION OF JORDAN CREEK PARKWAY AND THE NORTH RAMP OF I-80, NORTHEAST CORNER OF INTERSECTION, 9.5 FEET WEST OF THE SOUTHEAST RIGHT-OF-WAY FENCE CORNER, 125 FEET EAST OF CENTERLINE OF JORDAN CREEK PARKWAY, IN PIPE TUBE, APPROXIMATELY 1.5 FEET DEEP. ELEVATION=205.75

WEST DES MOINES CITY BM#97, @ INTERSECTION OF UNIVERSITY AVENUE AND JORDAN CREEK PARKWAY, SOUTHEAST CORNER OF INTERSECTION, 59.5 FEET EAST OF THE CENTERLINE OF JORDAN CREEK PARKWAY, 200 FEET SOUTH OF THE CENTERLINE OF UNIVERSITY AVENUE. ELEVATION=198.63

BURY BOLT ON HYDRANT NW CORNER OF SITE. ELEVATION=190.86

INDEX OF SHEETS

NO.	DESCRIPTION
C1.0	COVER SHEET
C2.0	DIMENSION PLAN
C3.0	GRADING PLAN
C4.0-C4.1	EROSION AND SEDIMENT CONTROL PLAN
C5.0	UTILITY PLAN
C6.0	LANDSCAPE PLAN
C7.0	DETAILS

PROJECT SITE ADDRESS

7255 LAKE DRIVE

ZONING

PCP - PROFESSIONAL COMMERCE PARK

COMPREHENSIVE PLAN LAND USE

OF-OFFICE

NOTES

- EROSION CONTROL MEASURES WILL BE INSTALLED AND MONITORED BY OTHERS.
- UTILITIES TO BE INSTALLED PER WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WEST DES MOINES ADDENDUMS.
- ALL CONSTRUCTION WITHIN PUBLIC ROW/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, THE 1993 DSM METRO DESIGN STANDARDS AND WEST DES MOINES ADDENDUMS. CONTACT WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
- ALL SIDEWALK CROSS SLOPES SHALL NOT EXCEED 1.5%.
- ALL LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5%.
- PRIVATE STREETS AND UTILITIES SHALL BE MAINTAINED BY THE OWNER, TO INCLUDE:
 - DETENTION POND AND APPURTENANCES
 - PRIVATE STORM SEWER
 - PRIVATE WATER MAIN AND SERVICES
 - PRIVATE SANITARY SEWER
 - ALL INTERNAL CIRCULATION ROADS
- PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID IMPROVEMENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM ENGINEERING SERVICES 222-3475 TO SCHEDULE ANY REQUIRED INSPECTIONS. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-503 STORM INTAKE	FLARED END SECTION
TYPE SW-505 STORM INTAKE	ROOF DRAIN/ DOWNSPOUT
TYPE SW-506 STORM INTAKE	DECIDUOUS TREE
TYPE SW-513 STORM INTAKE	CONIFEROUS TREE
TYPE SW-401 STORM MANHOLE	DECIDUOUS SHRUB
TYPE SW-402 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SW-301 SANITARY MANHOLE	ELECTRIC POWER POLE
STORM/SANITARY CLEANOUT	GUY ANCHOR
WATER VALVE	STREET LIGHT
FIRE HYDRANT ASSEMBLY	POWER POLE W/ TRANSFORMER
SIGN	UTILITY POLE W/ LIGHT
DETECTABLE WARNING PANEL	ELECTRIC BOX
SANITARY SEWER WITH SIZE	ELECTRIC TRANSFORMER
SANITARY SERVICE	ELECTRIC MANHOLE OR VAULT
STORM SEWER	TRAFFIC SIGN
STORM SERVICE	TELEPHONE JUNCTION BOX
WATERMAIN WITH SIZE	TELEPHONE MANHOLE/VAULT
WATER SERVICE	TELEPHONE POLE
SAWCUT (FULL DEPTH)	GAS VALVE BOX
SILT FENCE	CABLE TV JUNCTION BOX
USE AS CONSTRUCTED	CABLE TV MANHOLE/VAULT
FIRE DEPARTMENT CONNECTION	MAIL BOX
	BENCHMARK
	SOIL BORING
	UNDERGROUND TV CABLE
	GAS MAIN
	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE



UTILITY WARNING
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W. THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, THE 1993 DES MOINES METRO DESIGN STANDARDS WITH THE WEST DES MOINES ADDENDA, AND THE WEST DES MOINES WATER WORKS GENERAL SUPPLEMENTAL SPECIFICATIONS FOR WATER INFRASTRUCTURE SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED. THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATION SHOWN. USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS.

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.

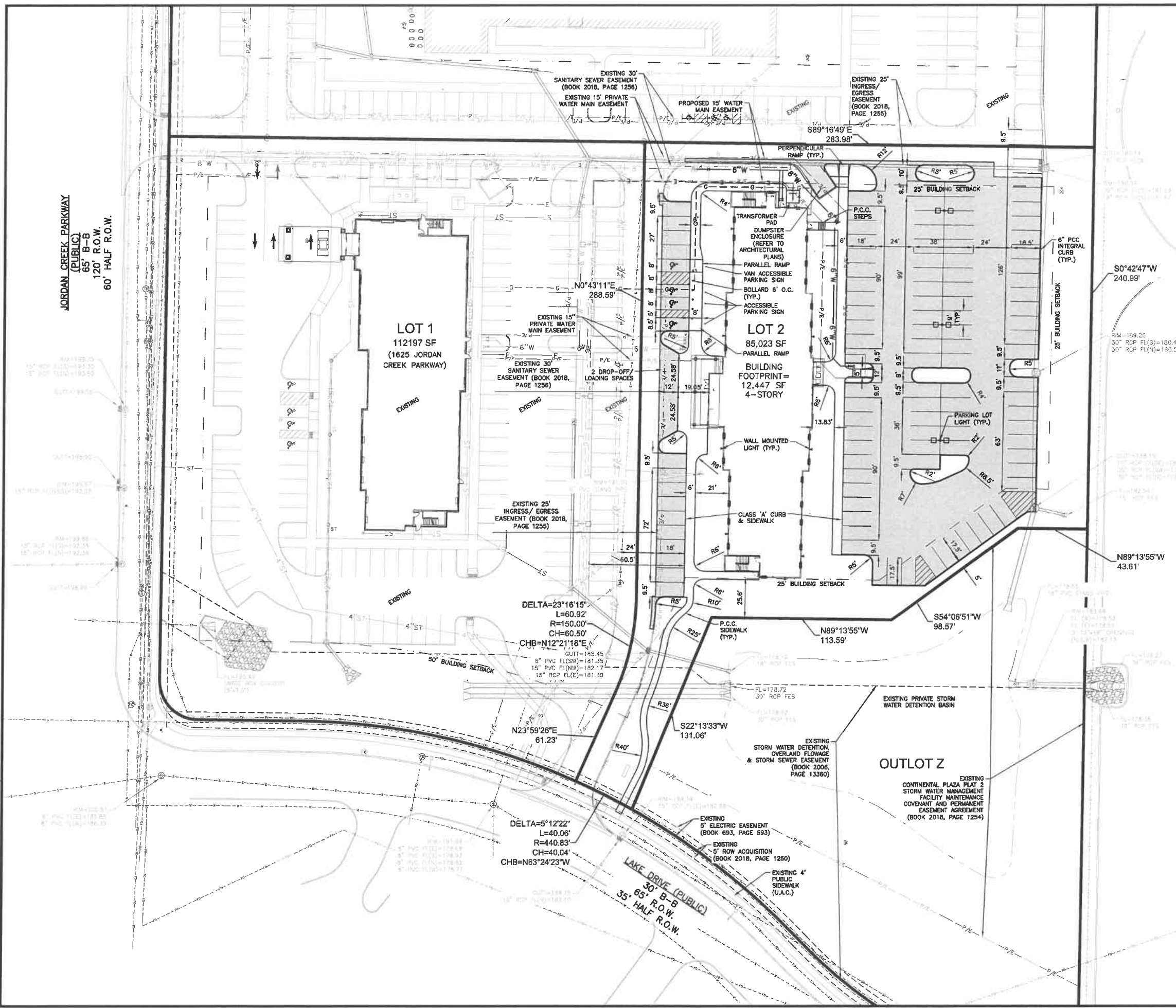
PRELIMINARY
NOT FOR CONSTRUCTION

ERIN K. OLLENDIKE
16926
DATE: _____
NEXT RENEWAL DATE IS DECEMBER 31, 2019
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS C1.0-C5.0

GA
CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 1905.255

FILE NO. 19-00000000000000000000-000000-000000
 FILE DATE: 9/10/19
 DATE PLOTTED: 9/10/2019 4:24 PM
 PLOTTED BY: SOLUTIONS@CADD.COM

FILE: H:\CADD\WOODSPRINGS SUITES\WOODSPRINGS SUITES.dwg
 DATE: 8/16/2018 4:24 PM
 COMMENT: ENCL
 PLOTTED BY: JANTHON MCDONALD



GENERAL NOTES

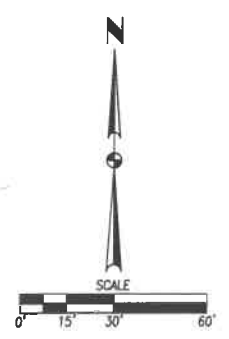
1. THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARDS FOR SUBDIVISIONS AND THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS FOR SUBDIVISIONS SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION "CLINT CARPENTER" (222-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 1 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
18. THE MONUMENT SIGNS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. SIGNS ARE NOT APPROVED AS PART OF THE SITE PLAN REVIEW.

TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK / PATH CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES. SIGNAGE AND TEMPORARY PEDESTRIAN ROUTE THROUGH CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL CHAPTER 12A-4.
6. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING, STRIPING AND OTHER TRAFFIC CONTROL DEVICES ON THE DRIVEWAY APPROACHES TO THE PUBLIC STREETS SHOULD CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FEDERAL HIGHWAY ADMINISTRATION 2009 EDITION.

PAVEMENT THICKNESS (NON-REINFORCED)

- | | |
|------------------------------------|-----------|
| 1. SIDEWALKS | 4" P.C.C. |
| 2. PRIVATE DRIVES | 6" P.C.C. |
| 3. PARKING SPACES | 6" P.C.C. |
| 4. DUMPSTER ENCLOSURES & FRONT 20' | 6" P.C.C. |



DATE	REVISIONS
09/18/19	THIRD SUBMITTAL
07/31/19	SECOND SUBMITTAL
07/01/19	FIRST SUBMITTAL

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 TECH: RL
 ENGINEER: EKO

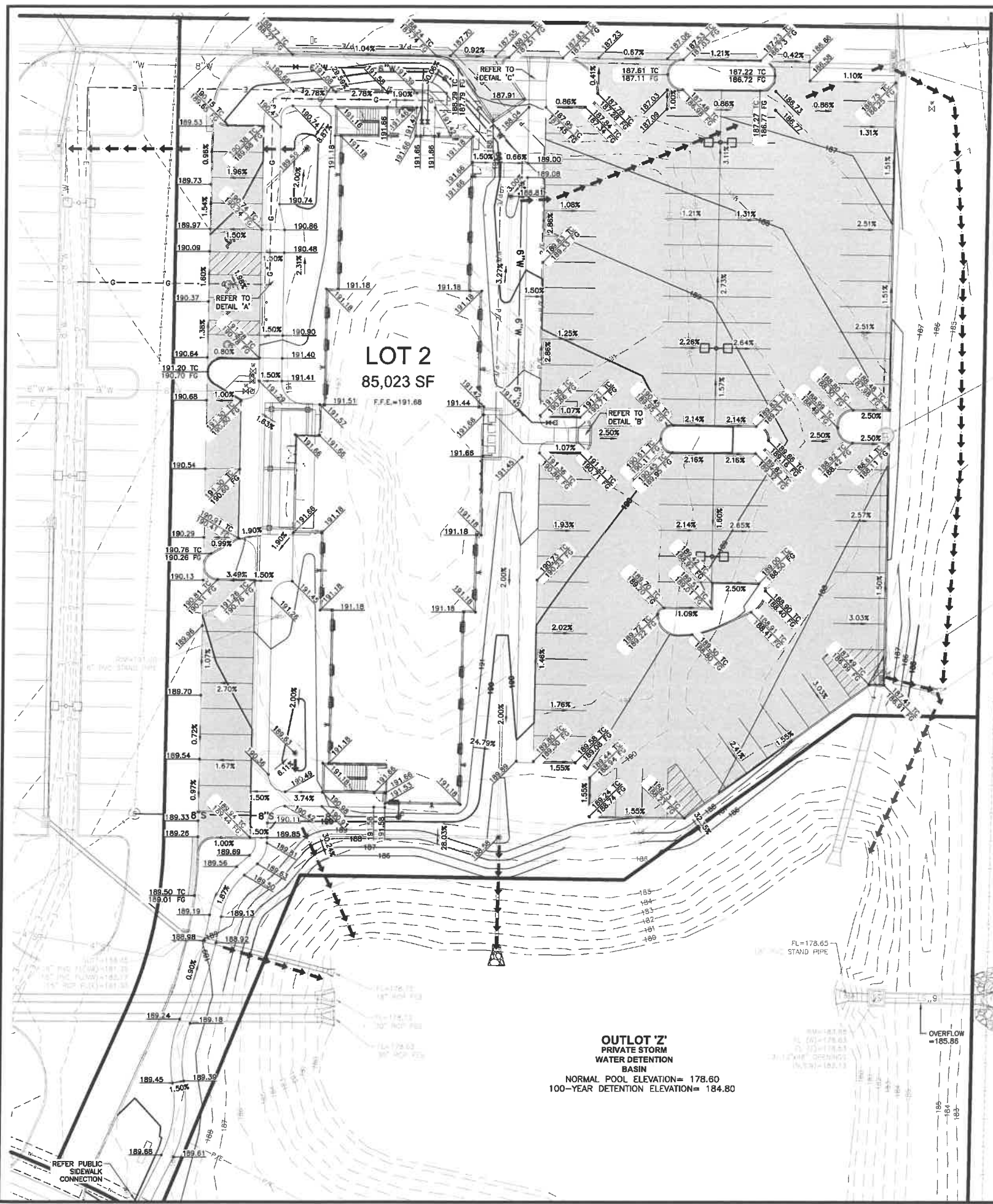


WOODSPRINGS SUITES
 DIMENSION PLAN
 WEST DES MOINES, IOWA

WOODSPRINGS SUITES
 DIMENSION PLAN

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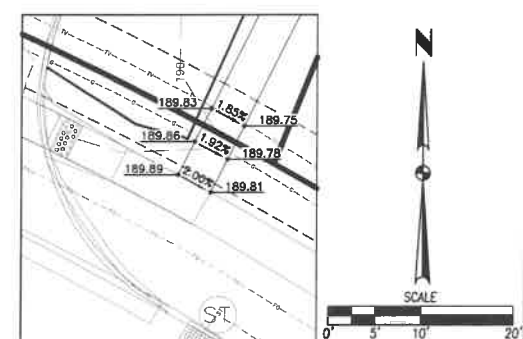
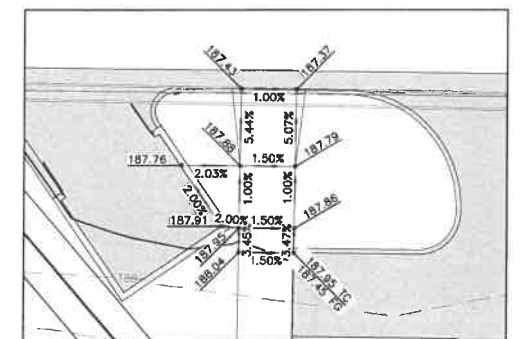
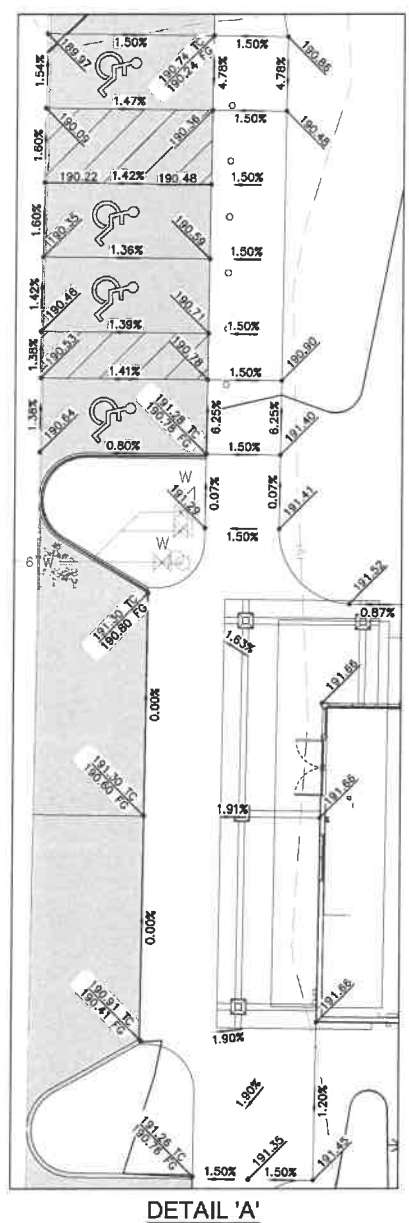


OUTLET 'Z'
 PRIVATE STORM
 WATER DETENTION
 BASIN
 NORMAL POOL ELEVATION= 178.60
 100-YEAR DETENTION ELEVATION= 184.80

GRADING NOTES

- CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
- MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
- ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP-OF-CURB (TC) UNLESS OTHERWISE NOTED.
- SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- ALL SIDEWALK CROSS SLOPES SHALL BE A MAXIMUM OF 2.00%.
- SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
- THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
- REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
- FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
- SIDEWALKS:
 MAINTAIN A 5.0% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 1.5% (2% MAXIMUM) TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.

LEGEND:
 OVERFLOW ROUTE → → → → →
 F.F.E.= FINISHED FLOOR ELEVATION



DATE	REVISIONS
09/18/19 <td>THIRD SUBMITTAL</td>	THIRD SUBMITTAL
07/31/19 <td>SECOND SUBMITTAL</td>	SECOND SUBMITTAL
07/10/19 <td>FIRST SUBMITTAL</td>	FIRST SUBMITTAL

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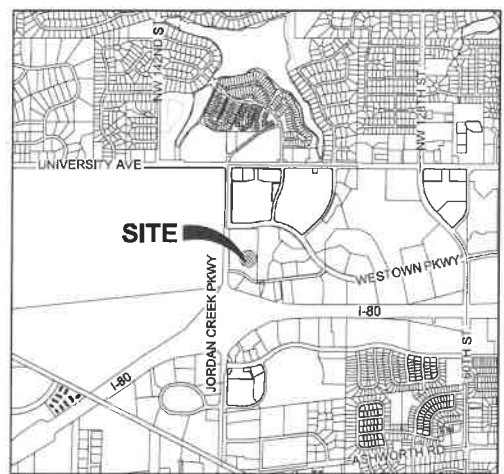
CIVIL DESIGN ADVANTAGE
 WEST DES MOINES, IOWA

WOODSPRINGS SUITES
 GRADING PLAN

WOODSPRINGS SUITES

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP
NOT TO SCALE



WEST DES MOINES, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1340
2	FILTER SOCK	LF	539
3	SEEDING, FERTILIZING, AND MULCHING	AC	0.61
4	INLET PROTECTION DEVICES	EA	3
5	CONCRETE WASHOUT PIT	EA	1

NOTES:

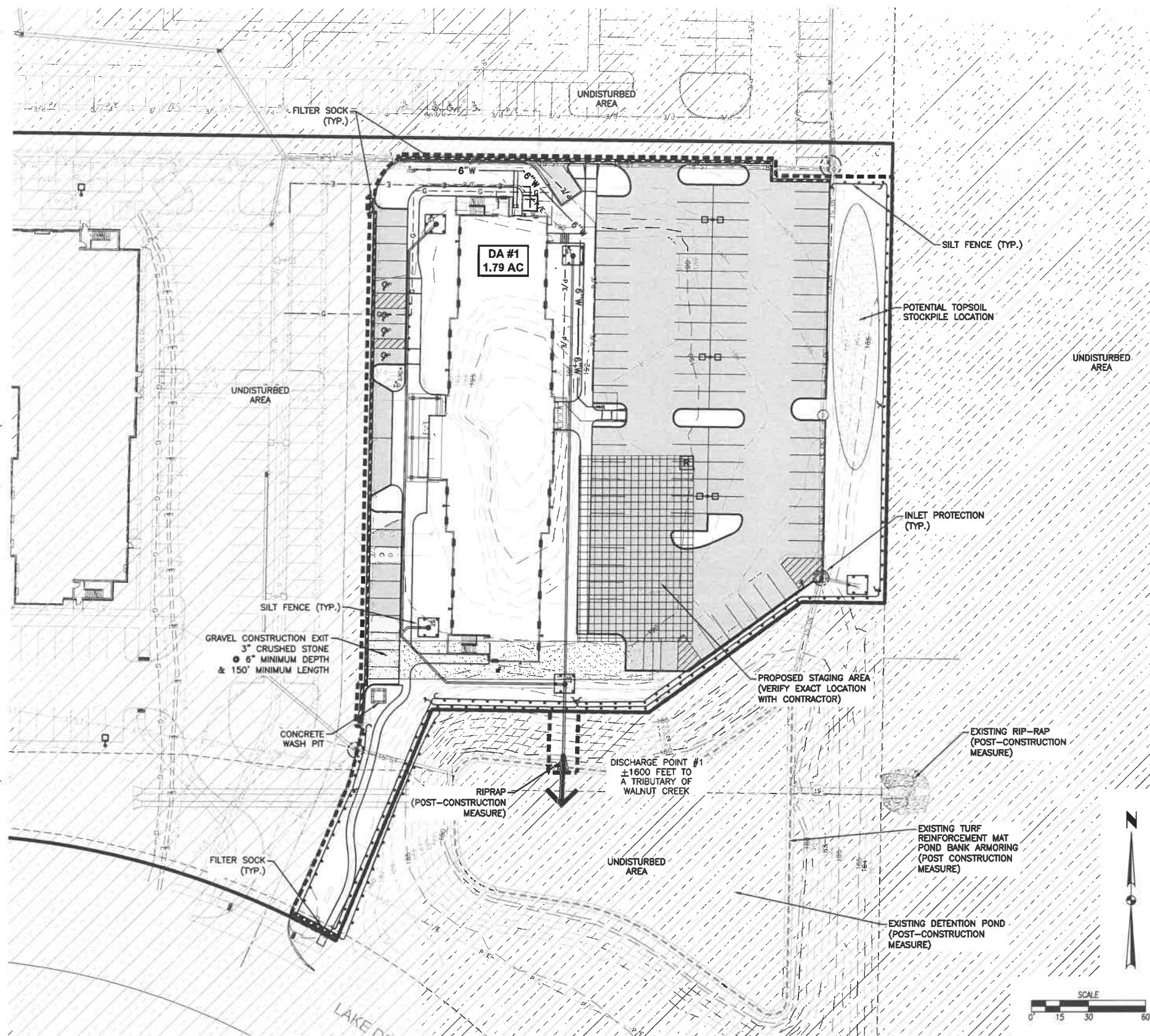
- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO WALNUT CREEK ±1600 FT	1.79 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	6,444 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (539 LF @ 2.0 CU FT/LF OF SOCK)	1,078 CU FT
VOLUME PROVIDED IN SILT FENCE (1340 LF @ 4.5 CU FT/LF OF FENCE)	6,030 CU FT
TOTAL VOLUME PROVIDED	7,108 CU FT

SWPPP LEGEND

DRAINAGE ARROW		AREA TO BE SEEDED	
GRADING LIMITS		STRAW MAT	
FILTER SOCK		UNDISTURBED AREA	
SILT FENCE		RIP-RAP	
DITCH CHECK		GRAVEL ENTRANCE	
INLET PROTECTION		STAGING AREA	
PORTABLE RESTROOM			
CONCRETE WASHOUT PIT			



DATE	REVISIONS
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WOODSPRINGS SUITES
EROSION AND SEDIMENT CONTROL PLAN
WEST DES MOINES, IOWA

WOODSPRINGS SUITES
EROSION AND SEDIMENT CONTROL PLAN
WEST DES MOINES, IOWA

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 PLOTTED BY: JSMITH, MEDMALL
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WOODSPRINGS SUITES

EROSION AND SEDIMENT CONTROL PLAN

DATE	REVISIONS
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07/17/19 <td></td>	
	THIRD SUBMITTAL
	SECOND SUBMITTAL
	FIRST SUBMITTAL

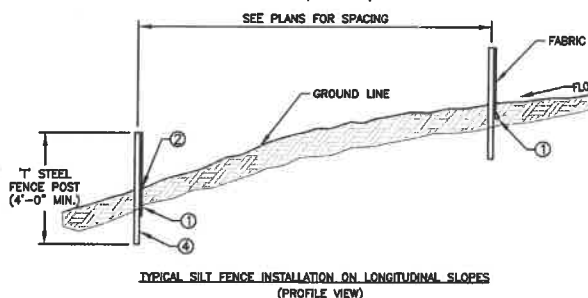
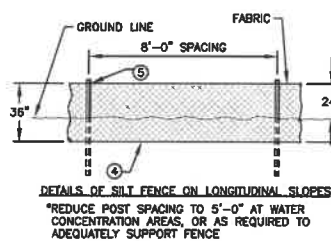
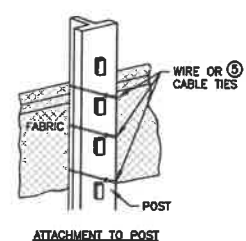
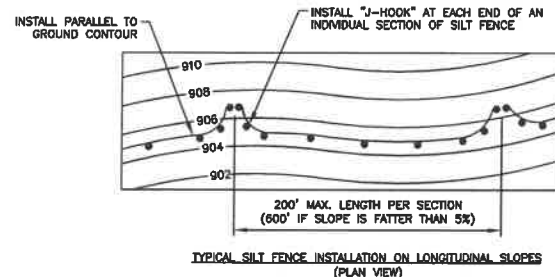
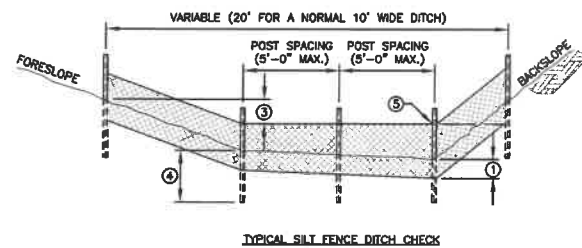
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WOODSPRINGS SUITES
EROSION AND SEDIMENT CONTROL PLAN
WEST DES MOINES, IOWA

WOODSPRINGS SUITES
EROSION AND SEDIMENT CONTROL PLAN

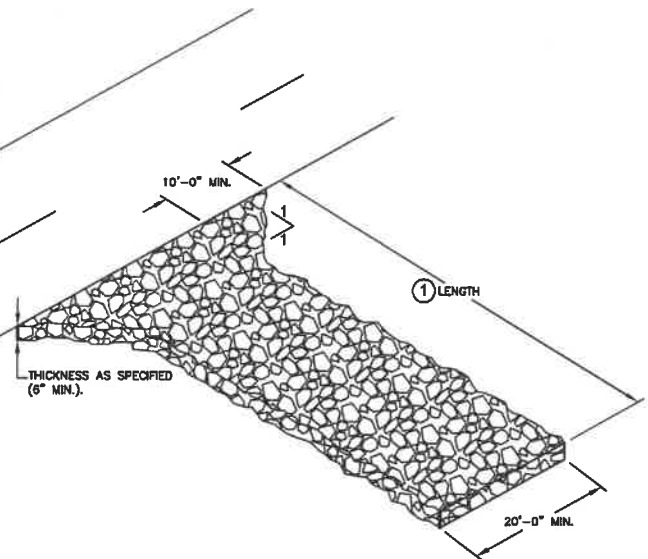
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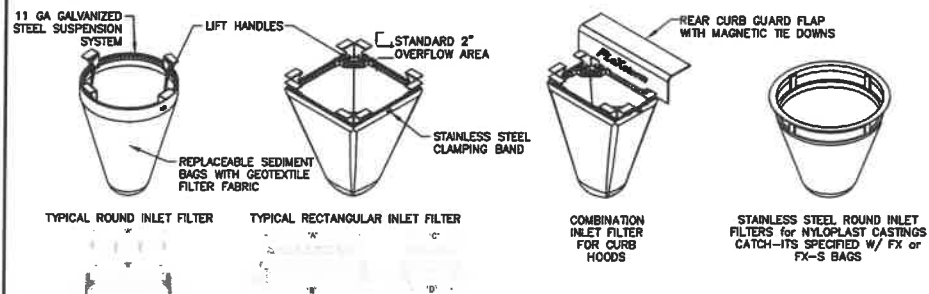
- GENERAL NOTES:**
INSTALL SILT FENCE ACCORDING TO THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS AND AT LOCATIONS SHOWN IN THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE JURISDICTIONAL ENGINEER.
- INSERT 12 IN. OF FABRIC A MINIMUM OF 6 IN. DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE)
 - COMPACT GROUND BY DRIVING ALONG EACH SIDE OF THE SILT FENCE AS REQUIRED TO SUFFICIENTLY SECURE THE FABRIC IN THE TRENCH TO PREVENT PULLOUT AND FLOW UNDER THE FENCE.
 - IN DITCHES, EXTEND SILT FENCE UP SIDE SLOPE SO THE BOTTOM ELEVATION AT THE END OF THE FENCE IS A MINIMUM OF 2 IN. HIGHER THAN THE TOP OF THE FENCE IN THE LOW POINT OF THE DITCH.
 - STEEL POSTS TO BE EMBEDDED 20 IN. UNLESS OTHERWISE ALLOWED BY THE JURISDICTIONAL ENGINEER.
 - SECURE TOP OF ENGINEERING FABRIC TO STEEL POSTS USING WIRE OR PLASTIC TIES (50 LB. MIN.). SEE DETAILS OF "ATTACHMENT TO POSTS."

SILT FENCE

- ENTRANCE LENGTH: 50 FOOT MINIMUM (30 FOOT FOR SINGLE FAMILY RESIDENTIAL), OR AS SPECIFIED IN THE CONTRACT DOCUMENTS. LENGTH OF ENTRANCE MAY BE INCREASED IF SEDIMENT TRACK-OUT OCCURS.



STABILIZED CONSTRUCTION ENTRANCE



1. IDENTIFY YOUR FRAME STYLE AND SIZE

STYLE	FRAME STYLE AND SIZE	Frame #/Kit
ROUND	Small Round (18" x 24" dia) (Al. Steel)	62500
	Med Round (24" x 30" dia) (Al. Steel)	62501
	Large Round (30" x 36" dia) (Al. Steel)	62502
	XL Round (36" x 42" dia) (Al. Steel)	62503
RECTANGULAR	Small Rect (18" x 24" dia) (Al. Steel)	62504
	Med Rect (24" x 30" dia) (Al. Steel)	62505
	Large Rect (30" x 36" dia) (Al. Steel)	62506
	XL Rect (36" x 42" dia) (Al. Steel)	62507

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE

Material Bag	Solids Storage	Filtered Flow Rate at 50% Area (L/min)
Small	3.5	0.1
Medium	1.1	1.3
Large	3.8	1.9
XL	4.2	2.6

2. SELECT YOUR BAG PART NUMBER

Flexstorm Filter Bags	12" dia (100)	12" dia (200)	12" dia (300)	12" dia (400)	12" dia (500)	12" dia (600)	12" dia (700)	12" dia (800)	12" dia (900)	12" dia (1000)
Standard When Flow	100	200	300	400	500	600	700	800	900	1000
Flow-Through When Flow	100	200	300	400	500	600	700	800	900	1000

3. CREATE YOUR FLEXSTORM INLET FILTER PART NUMBER

Frame #/Kit from Step 1. Filter Bag #/Kit from Step 2.

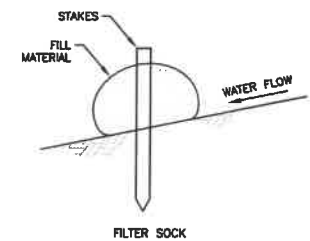
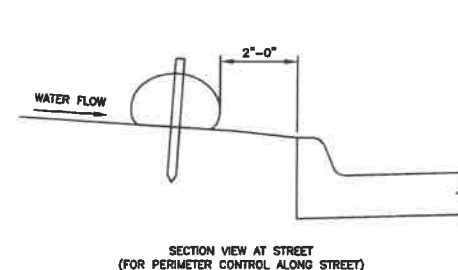
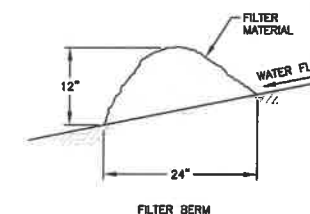
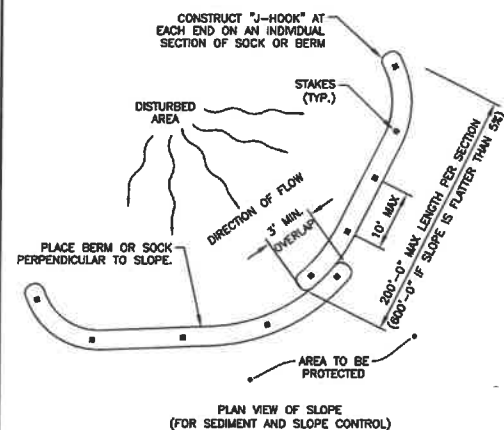
INSTALLATION:

- REMOVE GRATE
- DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE
- REPLACE GRATE

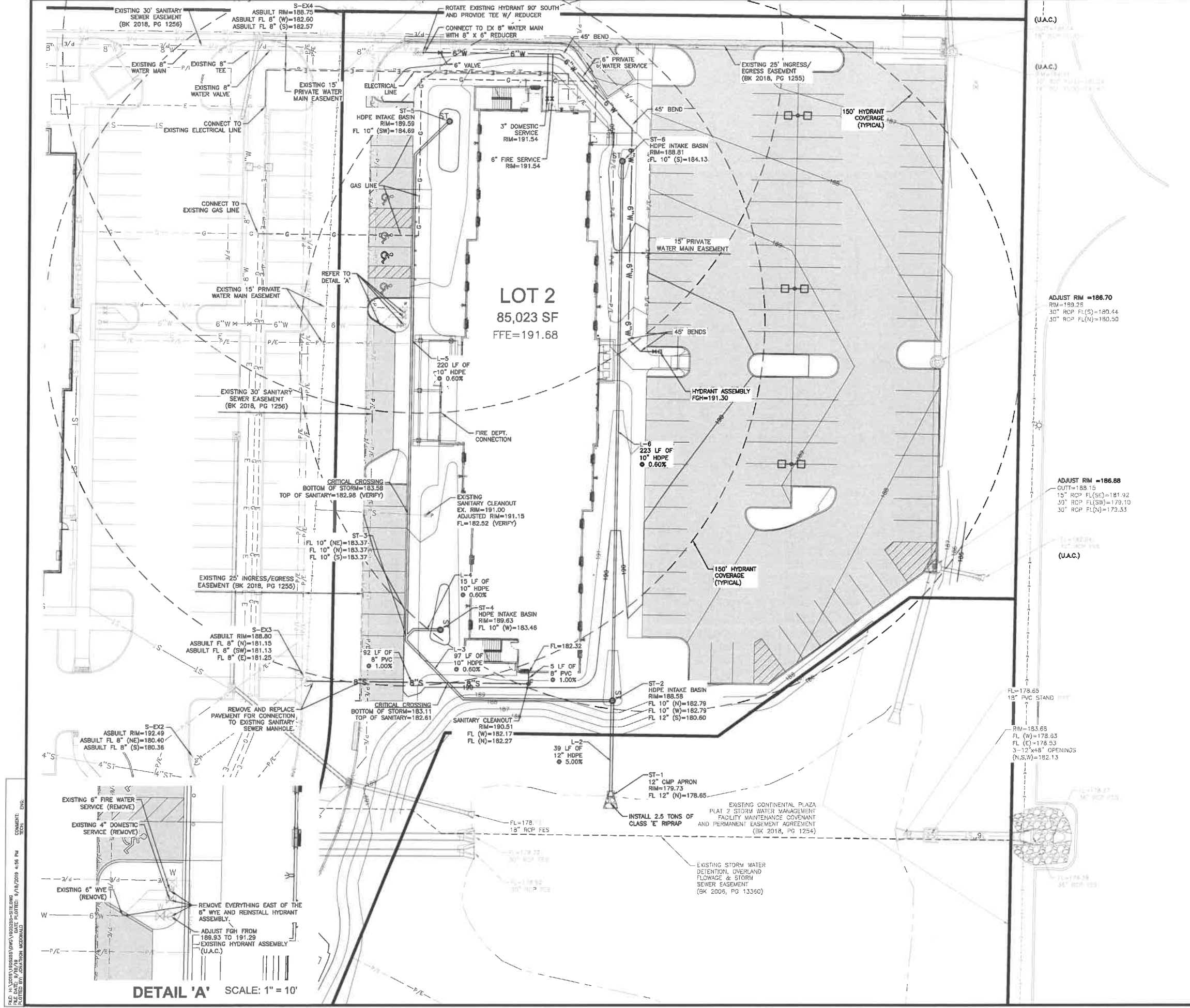
NOTES:

- ALL FRAMING IS CONSTRUCTED OF CORROSION RESISTANT STEEL (ZINC PLATED OR GALVANIZED) FOR 7 YEAR MINIMUM SERVICE LIFE.
- UPON ORDERING CONFIRMATION OF THE DOT CALLOUT, PRECAST OR CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ALONE IS NOT SUFFICIENT.
- FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

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TYPICAL PLACEMENT OF FILTER BERM OF SOCK



UTILITY NOTES

- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
- FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
- ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
- ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
- ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF WEST DES MOINES PLUMBING CODE.
- 12" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN. SEWER PIPES OVER WATER PIPES NEED TO MEET IOWA DNR MATERIAL REQUIREMENTS.
- MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
- WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE UTILITIES.
- CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
- ALL STORM SEWER APRONS SHALL HAVE FOOTINGS AND APRON GUARDS.

WEST DES MOINES WATER WORKS NOTES

- ALL WATER WORK SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY'S CROSS-CONNECTION CONTROL/CONTAINMENT PROVISION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(S) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-19.9B. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH HENRIER, ENGINEERING TECHNICIAN (515)-222-3465 A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- BUILDING FIRE SPRINKLER AND FIRE ALARM SYSTEM SHALL BE DESIGNED PER WEST DES MOINES FIRE CODE.
- WATER SHALL BE PROVIDED TO PROPERTY VIA PRIVATE WATER MAIN. OWNER SHALL ALLOW WEST DES MOINES WATER WORKS ACCESS TO THE METERS AND VALVES AS NEEDED FOR EMERGENCY MAINTENANCE AND SHUT OFF IN THE EVENT OF NON-PAYMENT.

LIGHTING NOTES:

SEE LIGHTING PLAN (PHOTOMETRIC PLAN) FOR MORE INFORMATION.
 ALL LIGHTING MUST BE DOWN-CAST, CUT-OFF TYPE FIXTURES. WALL PACK LIGHT WITHOUT SHIELDS TO DIRECT LIGHT DOWN TO ITS INTENDED TARGET ARE PROHIBITED.

NOTE:

CONTRACTOR SHALL COORDINATE ALL TRANSFORMER PAD LOCATIONS, INCLUDING BUILDING SEPARATION, WITH MID AMERICAN ENERGY PRIOR TO TRANSFORMER PAD CONSTRUCTION.

PRIVATE WATER SERVICE QUANTITIES

HYDRANT ASSEMBLY	1 EA
6" WATER SERVICE	219 LF
6" VALVE	2 EA
3" WATER SERVICE	19 LF
3" VALVE	1 EA



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DETAIL 'A' SCALE: 1" = 10'

WOODSPRINGS SUITES
UTILITY PLAN

WEST DES MOINES, IOWA

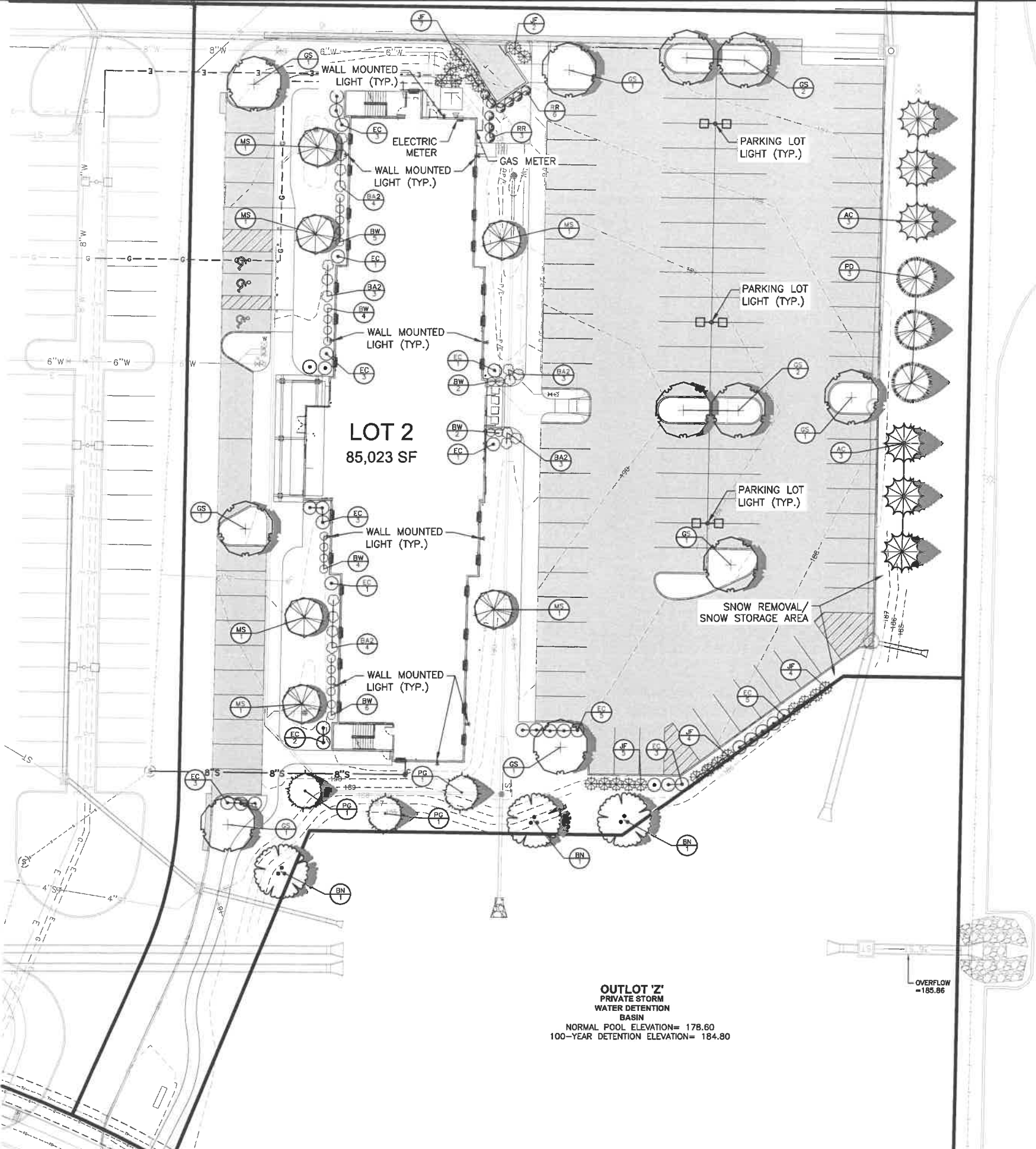
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 DATE PLOTTED: 9/19/2019 4:25 PM
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 TITLE: LANDSCAPE PLAN
 DESIGNED BY: JACOBSON



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARDS FOR SUBDIVISIONS.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS, TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOD ALL AREAS ADJACENT TO BUILDINGS, SEED (TYPE) ALL OTHER DISTURBED AREAS.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10" DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
9. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
10. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
11. CONTRACTOR SHALL WARRANT ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
12. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL.
13. NO OVERSTORY TREES SHALL BE PLANTED IN ANY CITY OF WEST DES MOINES PUBLIC UTILITY EASEMENT.

SCREENING

ALL MECHANICAL UNITS VISIBLE FROM A PUBLIC STREET SHALL BE SCREENED FROM PUBLIC VIEW
 ALL PARKING AREAS ADJACENT TO PUBLIC RIGHTS OF WAY ARE SCREENED BY VEGETATION TO A MINIMUM HEIGHT OF 3'.

PLANT SUBSTITUTIONS

- (2) ORNAMENTAL TREES = (1) OVERSTORY TREE OR EVERGREEN
- (10) SHRUBS = (1) UNDERSTORY TREE
- NO MORE THAN 50% OF THE REQUIRED PLANT TYPE MAY BE SUBSTITUTED.
- AT LEAST 35% OF TREES REQUIRED ON SITE (SUM OF OPEN SPACE, BUFFER AND PARKING LOT TREES) SHALL BE EVERGREEN.
- TOTAL TREES REQUIRED = 58
- EVERGREENS REQUIRED = 24 (35%)
- EVERGREENS PROVIDED = 25 (35%)

MINIMUM PLANT SIZES

- DECIDUOUS OVERSTORY TREES = 2" CAL
- DECIDUOUS OVERSTORY TREES (CLUMP) = 1" CAL
- EVERGREEN TREES = 6" HEIGHT
- ORNAMENTAL TREES = 1.5" CAL
- DECIDUOUS SHRUBS (5'+) = 38" HEIGHT
- DECIDUOUS SHRUBS (3'-5') = 24" HEIGHT
- DECIDUOUS SHRUBS (0-3') = 15" HEIGHT

OPEN SPACE LANDSCAPE REQUIREMENTS

- (2) TREES PER 3000 SF OF REQUIRED OPEN SPACE
- (3) SHRUBS PER 3000 SF OF REQUIRED OPEN SPACE

SITE AREA	= 85,023 SF
OPEN SPACE REQUIRED	= 29,758 SF (35%)
OPEN SPACE PROVIDED	= 32,110 SF (38%)
BUILDING	= 12,447 SF
PARKING LOT	= 40,466 SF

TOTAL TREES REQUIRED	= 20
TOTAL TREES PROVIDED	= 24
TOTAL SHRUBS REQUIRED	= 30
TOTAL SHRUBS PROVIDED	= 102

PARKING LOT LANDSCAPE REQUIREMENTS

LANDSCAPED ISLANDS SHALL BE PLACED, AT A MINIMUM, EVERY EIGHTEEN (18) STALLS WITHIN A ROW OF PARKING. LANDSCAPED ISLANDS SHALL BE, AT A MINIMUM, NINE FEET (9') WIDE AND THIRTY FOUR FEET (34') IN LENGTH FOR DUAL PARKING ROWS OR A MINIMUM OF NINE FEET (9') WIDE AND SEVENTEEN FEET (17') IN WIDTH FOR SINGLE ROWS.

- A. TWO TREES IN EACH NINE BY THIRTY FOUR FOOT (9 X 34') ISLAND.
- B. ONE TREE IN EACH NINE BY SEVENTEEN FOOT (9 X 17') ISLAND.

REQUIRED: 8 TREES
 PROVIDED: 8 TREES

LANDSCAPED PODS (TREE DIAMONDS) WITHIN A ROW OF PARKING SHALL BE EVENLY SPACED BETWEEN LANDSCAPE ISLANDS, HOWEVER, SHALL BE SPACED NO FARTHER THAN NINE (9) PARKING STALLS FROM ANOTHER LANDSCAPED POD OR LANDSCAPED ISLAND. LANDSCAPED PODS SHALL MEASURE NO LESS THAN SIX FEET (6') TO BACK OF CURB IN EACH DIRECTION.

PROVIDED:
 ISLANDS ARE SPACED LESS THAN 18 STALLS APART. NO PODS REQUIRED.

• VEGETATION REQUIRED IN OFF STREET PARKING AREAS SHALL BE IN ADDITION TO OPEN SPACE LANDSCAPING REQUIRED. HOWEVER, OPEN SPACE LANDSCAPING MAY BE PLACED WITHIN OFF STREET PARKING AREAS.

TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AC	6	White Fir	Abies concolor	B&B, 6' HEIGHT
BN	3	River Birch Multi-Trunk	Betula nigra	B&B, 6' HEIGHT, MULTI-STEM
GS	11	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B&B, 2" CALIPER
MS	6	Spring Snow Crab Apple	Malus x 'Spring Snow'	B&B, 1.5" CALIPER
PG	3	Colorado Blue Spruce	Picea pungens 'Glauco'	B&B, 6' HEIGHT
PD	3	Douglas Fir	Pseudotsuga menziesii	B&B, 6' HEIGHT

SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
BA2	17	Japanese Barberry	Berberis thunbergii 'Aureo'	24" HT.
BW	23	Wintergreen Boxwood	Buxus microphylla 'Wintergreen'	15" HT.
EC	31	Compact Burning Bush	Euonymus alatus 'Compactus'	24" HT.
JF	22	Sea Green Juniper	Juniperus chinensis 'Sea Green'	24" HT.
RR	9	Fine Line Buckthorn	Rhamnus frangula 'Fine Line'	35" HT.

WOODSPRINGS SUITES
LANDSCAPE PLAN

WEST DES MOINES, IOWA

6.0
 1905.255

CIVIL DESIGN ADVANTAGE ENGINEER: EKO

TECH: RL

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410

DATE	REVISIONS
09/18/19	
07/21/19	THIRD SUBMITTAL
07/10/19	SECOND SUBMITTAL
	FIRST SUBMITTAL

COLOR SCHEDULE:

- ◆ COLOR: SW9109 "NATURAL LINEN" PPG
- ◆ COLOR: SW6201 "THUNDEROUS" PPG
- ◆ COLOR: SW7844 "GATEWAY GREY" PPG
- ◆ COLOR: SW7048 "URBANE BRONZE" PPG
- ◆ COLOR: BRICK VENEER, SEE KEYNOTE LEGEND
- ◆ COLOR: PAINT TO MATCH COLOR OF ADJACENT MATERIAL

NOTES:

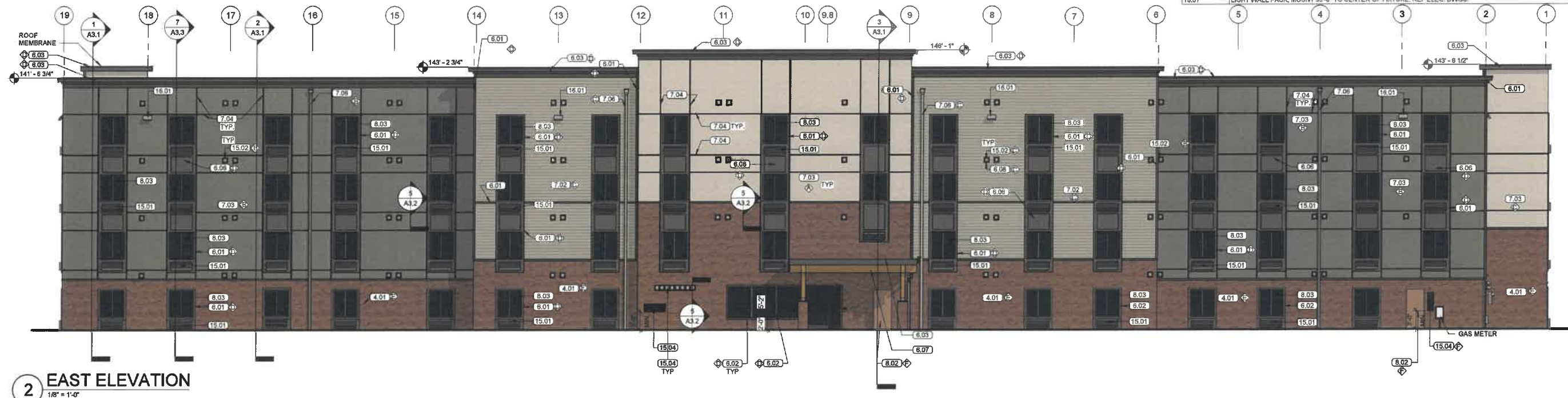
- GC TO COORDINATE ELECTRICAL ROUGH IN WITH CONTACTOR AND SIGN VENDOR PRIOR TO DRYWALL
- REFER TO SIGN PACKAGE FOR ALL BLOCKING AND MOUNTING DETAILS.
- ALIGN EXHAUST VENTS BOTH VERTICAL AND HORIZONTAL.
- EXTERIOR SIGNAGE: OWNER TO COORDINATE WITH SIGN VENDOR AND LOCAL JURISDICTION.
- GUTTERS, DOWNSPOUTS, PARAPET CAP, AND FLASHING TO BE SELECTED FROM MANUFACTURER'S STANDARD COLORS TO MATCH AS SCHEDULED. SUBMIT FOR APPROVAL.
- ALL COLOR TRANSITIONS OCCUR AT INSIDE CORNERS NOT OUTSIDE CORNERS.
- DRYER VENTS SHALL COLOR MATCH THE SURROUNDING EXTERIOR FINISH MATERIAL.

GENERAL NOTE:

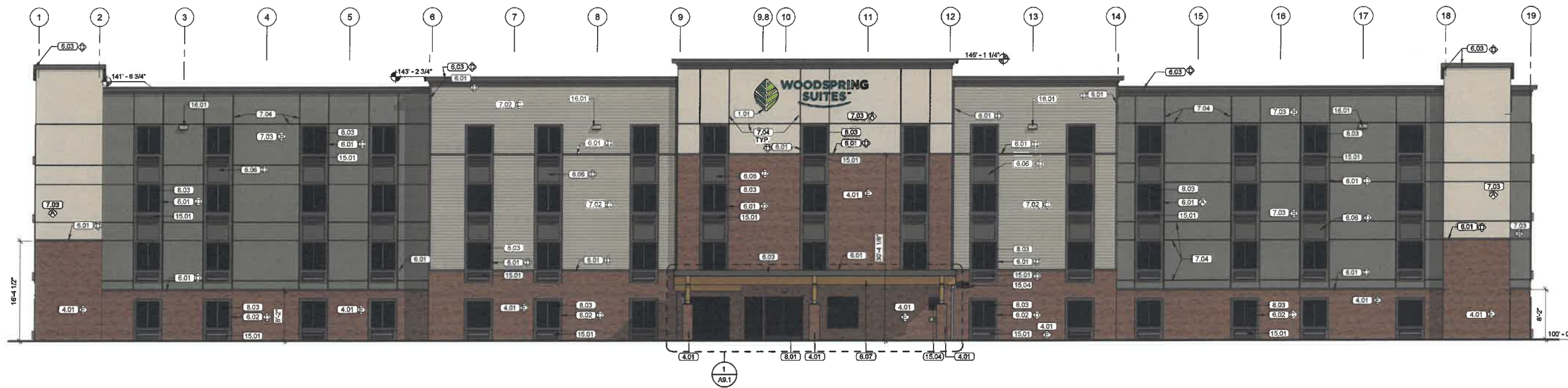
PROVIDE WEATHER BARRIER OVER ALL EXTERIOR SHEATHING PRIOR TO THE INSTALLATION OF ANY EXTERIOR FINISH MATERIAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE ALL MANUFACTURER'S ACCESSORIES TO FULLY FLASH AND COUNTER-FLASH AT ALL WINDOWS, DOORS, AND EXTERIOR PENETRATIONS. PROVIDE A WEATHER TIGHT BARRIER AT ALL SURFACES. COORDINATE FLASHING WITH WINDOW, DOOR, VENT, ETC. MANUFACTURER'S FOR A WEATHER TIGHT SEAL AT ALL OPENINGS.

KEYNOTE LEGEND

1.01	SIGNAGE BY OWNER, UNDER SEPARATE PERMIT, COORDINATE BLOCKING WITH MANUFACTURER
4.01	THIN BRICK VENEER, SIOUX CITY BRICK, IRON RIDGE VELOUR; REF INSTALLATION DETAIL 15-A8.1
6.01	CEMENT BOARD TRIM: 5/4"x4", COLOR: URBANE BRONZE
6.02	CEMENT BOARD TRIM AT THIN BRICK: 5/4"x4", COLOR: URBANE BRONZE
6.03	CEMENT BOARD TRIM FASCIA, COLOR: URBANE BRONZE
6.06	CEMENT BOARD PANEL, COLOR: URBANE BRONZE
6.07	DOUGLAS FIR SHIPLAP SIDING, STAINED; SEE COLOR SCHEDULE
6.08	FIBER CEMENT MOUNTING BLOCK
7.02	7" EXPOSURE CEMENT BOARD LAP SIDING; SEE COLOR SCHEDULE
7.03	1 1/2" EXTERIOR EIFS; SEE COLOR SCHEDULE
7.04	EIFS REVEAL
7.06	COLLECTOR AND DOWNSPOUT
8.01	GLASS / ALUMINUM DOOR
8.02	HOLLOW METAL DOOR
8.03	SLIDING WINDOW, TYP. SEE SPECS
15.01	THRU-WALL HVAC UNIT
15.02	MECHANICAL LOUVERS: REF MECH. DWGS. PAINT TO MATCH ADJACENT
15.04	MECHANICAL LOUVERS: REF MECH. DWGS. MILL ALUMINUM FINISH
18.01	LIGHT WALL PACK, MOUNT 35'-0" TO CENTER OF FIXTURE. REF ELEC. DWGS.



2 EAST ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION
1/8" = 1'-0"

simons
SIMONSON & ASSOCIATES ARCHITECT
1717 Ingersoll Avenue Suite 117 Des Moines IA
50319 515 440 5656 www.simonsa.com

This drawing has been prepared by the architect, or under the direct supervision of the architect, in accordance with the provisions of the Iowa Code, Chapter 549, Section 20.1, and the rules and regulations of the Board of Architectural Examiners, State of Iowa.

Huegerich Construction Inc
H-C I HCHueg@ic.com
712-792-2443



WDM WOODSPRING SUITES
7255 LAKE DR.
WEST DES MOINES, IA

Rev. #	Issue / Description	Date

Job No. 16115B
Proj. Mgr. GH
Sheet Title

EXTERIOR ELEVATIONS

Sheet No.

A2.1

P:\2019\1115 Single Building 2500 Woodway West Des Moines\1115108 Woodspring Suites West Des Moines, IA\CD\4-2019\1115 Woodspring Building

COLOR SCHEDULE:

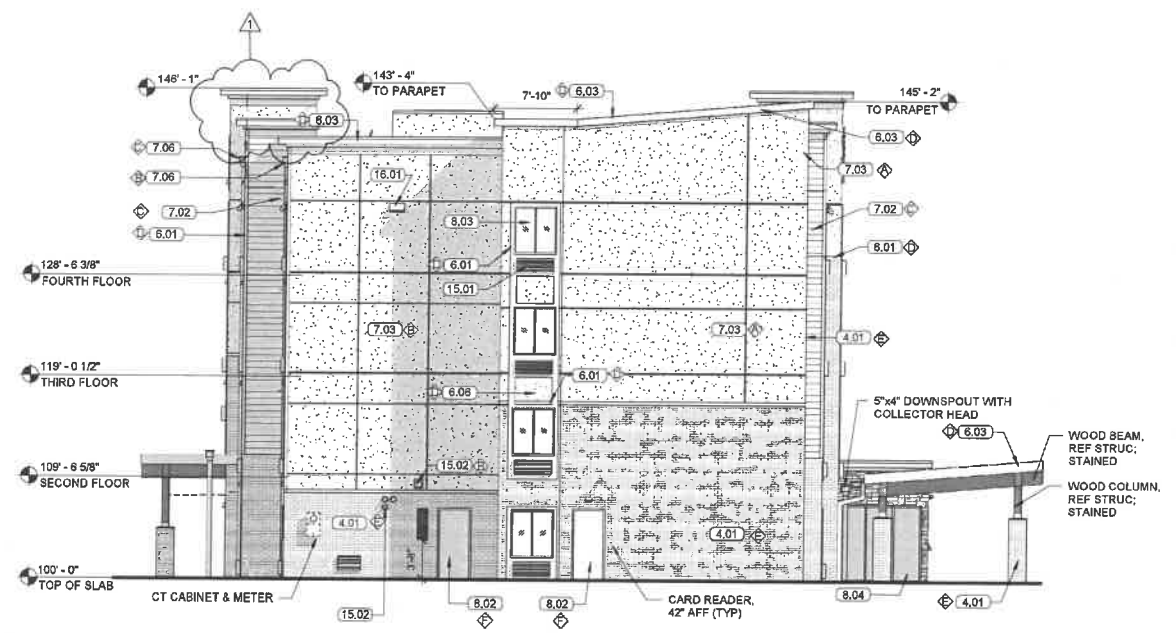
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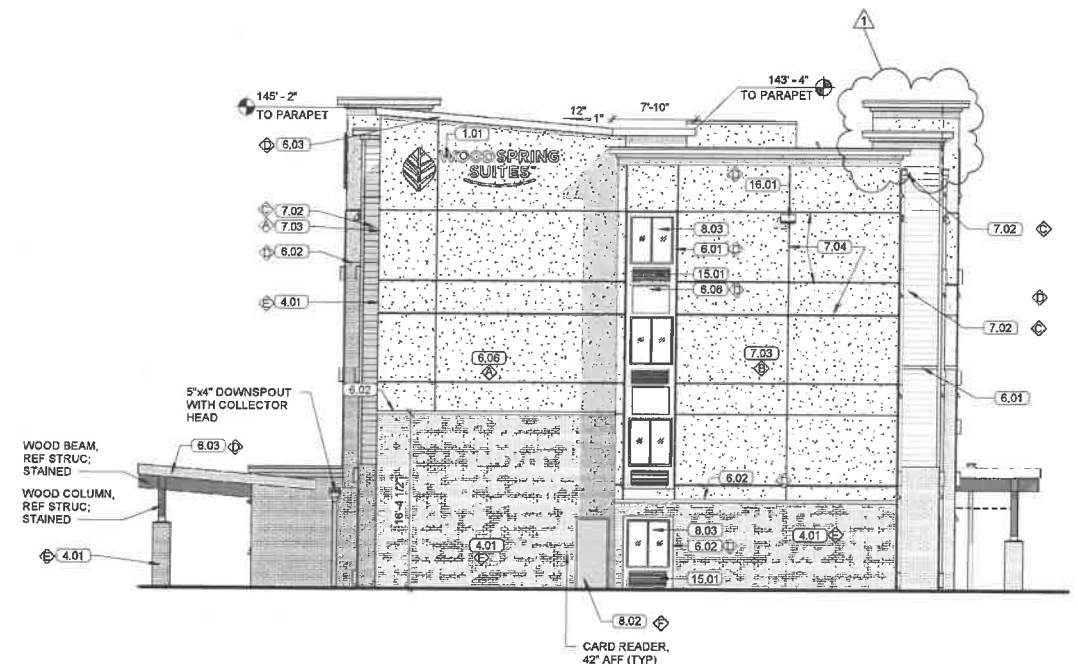
- NOTES:**
1. GC TO COORDINATE ELECTRICAL ROUGH IN WITH CONTACTOR AND SIGN VENDOR PRIOR TO DRYWALL.
 2. REFER TO SIGN PACKAGE FOR ALL BLOCKING AND MOUNTING DETAILS.
 3. ALIGN EXHAUST VENTS BOTH VERTICAL AND HORIZONTAL.
 4. EXTERIOR SIGNAGE: OWNER TO COORDINATE WITH SIGN VENDOR AND LOCAL JURISDICTION.
 5. GUTTERS, DOWNSPOUTS, PARAPET CAP, AND FLASHING TO BE SELECTED FROM MANUFACTURER'S STANDARD COLORS TO MATCH AS SCHEDULED, SUBMIT FOR APPROVAL.

KEYNOTE LEGEND

1.01	SIGNAGE BY OWNER; UNDER SEPARATE PERMIT. COORDINATE BLOCKING WITH MANUFACTURER
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7.06	COLLECTOR AND DOWNSPOUT
8.02	HOLLOW METAL DOOR
8.03	SLIDING WINDOW, TYP.; SEE SPECS
8.04	1" INSULATED GLASS IN ALUMINUM STOREFRONT FRAMING
15.01	THRU-WALL HVAC UNIT
15.02	MECHANICAL LOUVERS; REF MECH. DWGS. PAINT TO MATCH ADJACENT
16.01	LIGHT WALL PACK, MOUNT 35° TO CENTER OF FIXTURE, REF ELEC. DWGS.



2 NORTH ELEVATION
 1/8" = 1'-0"



1 SOUTH ELEVATION
 1/8" = 1'-0"

simonson
 SIMONSON & ASSOCIATES ARCHITECTS LLC
 1717 Lugersell Avenue Suite 117 Des Moines IA 50309
 515.440.3568 www.simonsonaia.com

Huestegrich Construction, Inc.
 HCH@hch.com
 712.792.2943

WOODSPRING SUITES
 #CHOICE

WDM WOODSPRING SUITES
 7255 LAKE DR.
 WEST DES MOINES, IA

Date: 06/11/2019
 Rev. # 1
 Issue / Revision: INCORPORATED
 Job No. 16115B
 Proj. Mgr. GH
 Sheet Title: EXTERIOR ELEVATIONS
 Sheet No. A2.2
 01/18/2019 2:24:04 PM

EXHIBIT II

Prepared by: J. B. Munford 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 WOODSPRINGS SUITES SITE PLAN (SP-004413-2019) FOR THE PURPOSE OF CONSTRUCTING A 4 STORY, 81 ROOM HOTEL.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, VKB Management, has requested approval for a Site Plan (SP-004413-2019) to develop a 4 story, 81 room hotel on a 1.96 acre site located at 7255 Lake Drive; 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 September 23, 2019, the Plan and Zoning Commission recommended the City Council approve the Site Plan for Woodsprings Suites (SP-004413-2019); and

WHEREAS, on October 7, 2019, this City Council held a duly-noticed meeting to consider the application for the Site Plan for Woodsprings Suites (SP-004413-2019); and

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

SECTION 1. The findings, for approval, stated in the staff report, dated October 7, 2019, or as amended orally at the City Council meeting of October 7, 2019, are adopted.

SECTION 2. The Woodsprings Suites Site Plan (SP-004413-2019) is approved, subject to compliance with all the conditions in the staff report, dated October 7, 2019, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 7, 2019

Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 7, 2019, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT A

EXHIBIT A CONDITIONS OF APPROVAL

1. The applicant acknowledging that the Shared Parking Agreement and Water Easement must be submitted to the City prior to issuance of any occupancy permits, including temporary occupancy permits for the building.
2. Prior to the initiation of any site activities, the applicant providing final architectural drawings that are acceptable to the City

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

DATE: October 7, 2019

ITEM: Resolution – Approval and Release of two Plats of Survey – City of West Des Moines. Excess property related to installation of storm sewer near 1st Street and Grand Avenue - create two parcels for transfer ownership (POS #2018-18 and POS #2018-19).

FINANCIAL IMPACT: None

SYNOPSIS: Subsequent to the installation of a portion of the Walnut Creek Storm Sewer near 1st Street and Grand Avenue, the City prepared two plats of survey comprising excess property created from installation. Following reservation by the City of a public utility easement over the property, the City Council has approved the sale of each parcel following public hearing. The attached plats of survey legally define the area and the attached Resolution approves the plats of survey for transfer of ownership and releases them for recordation.

CITY COUNCIL SUBCOMMITTEE: This item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues. There are no conditions of approval.


COMPREHENSIVE PLAN CONSISTENCY: The plats have been reviewed for consistency with the Comprehensive Plan. Based on that review, a finding has been made that the plats are consistent with the Comprehensive Plan, including the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council adopt a resolution approving two Plats of Survey of Survey to establish one (1) lot for each plat for the purpose of transferring ownership, subject to complying with all other applicable City Code requirements.

Approve - Resolution approving and releasing Plat of Survey #2018-18 and Plat of Survey #2018-19 for the transfer of ownership.

Lead Staff Member: Richard J. 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	N/A		
Date Reviewed			
Recommendation			

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF WEST DES MOINES APPROVING PLAT OF SURVEY
#2018-18 AND PLAT OF SURVEY #2018-19 FOR THE PURPOSE OF CREATING TWO
PARCELS FOR TRANSFER OF OWNERSHIP AND AUTHORIZING RELEASE OF THE
PLATS FOR RECORDING**

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq. of the West Des Moines Municipal Code, the City of West Des Moines has submitted a request for approval of Plat of Survey (POS #2018-18 and #2018-19) for the creation of two parcels located on the south side of Grand Avenue immediately west of 1st Street for the purpose of creating one parcel of land on each plat for ownership transfer.

Legal Description: See attached Exhibit "A"

WHEREAS, two plats of survey have been prepared to legally describe the area for transfer of ownership as part of the Walnut Creek Storm Sewer Project (Project); and

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

WHEREAS, on October 7, 2019, the City Council held a duly-noticed hearing to consider the application for Plat of Survey POS #2018-18 and Plat of Survey #2018-19;

WHEREAS, the property legally described above must be preliminary and final platted through the City of West Des Moines prior to development of a parcel as identified on said plat of survey.

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

1. The findings for approval in the staff report dated October 7, 2019 or as amended orally at the City Council hearing of October 7, 2019 are adopted
2. PLAT OF SURVEY POS #2018-18 and PLAT OF SURVEY POS #2018-19 are approved, subject to compliance with all the conditions in the staff report, dated October 7, 2019, including conditions added at the hearing.

Violation of any such conditions shall be grounds for revocations of the entitlement, as well as any other remedy which available to the City.

3. This Resolution releases Plat of Survey POS #2018-18 and Plat of Survey POS #2018-19 for recordation.

PASSED AND ADOPTED this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 7, 2019 by the following vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST: _____
Ryan T. Jacobson, City Clerk

Index Legend	
Location:	Lots 2 & 3, Linnwill Plat 2
Requestor:	City of West Des Moines
Proprietor:	City of West Des Moines
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

Exhibit "A"

PLAT OF SURVEY #2018-18

CITY CONTRACT NO. (0510-009-2013)

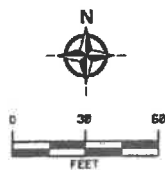
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 AND LOT 3 IN LINNWILL PLAT 2, AN OFFICIAL PLAT, AS RECORDED IN BOOK M, PAGE 229 OF THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE SOUTH 89° 59' 44" EAST, 25.02 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE; THENCE SOUTH 00° 01' 52" WEST, 179.24 FEET TO THE EXTENSION OF THE SOUTH LINE OF LOT 4 IN SAID LINNWILL PLAT 2; THENCE SOUTH 89° 50' 52" WEST, 26.01 FEET ALONG SAID EXTENSION TO THE EAST LINE OF SAID LOT 4; THENCE NORTH 00° 01' 33" EAST, 179.31 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,484 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

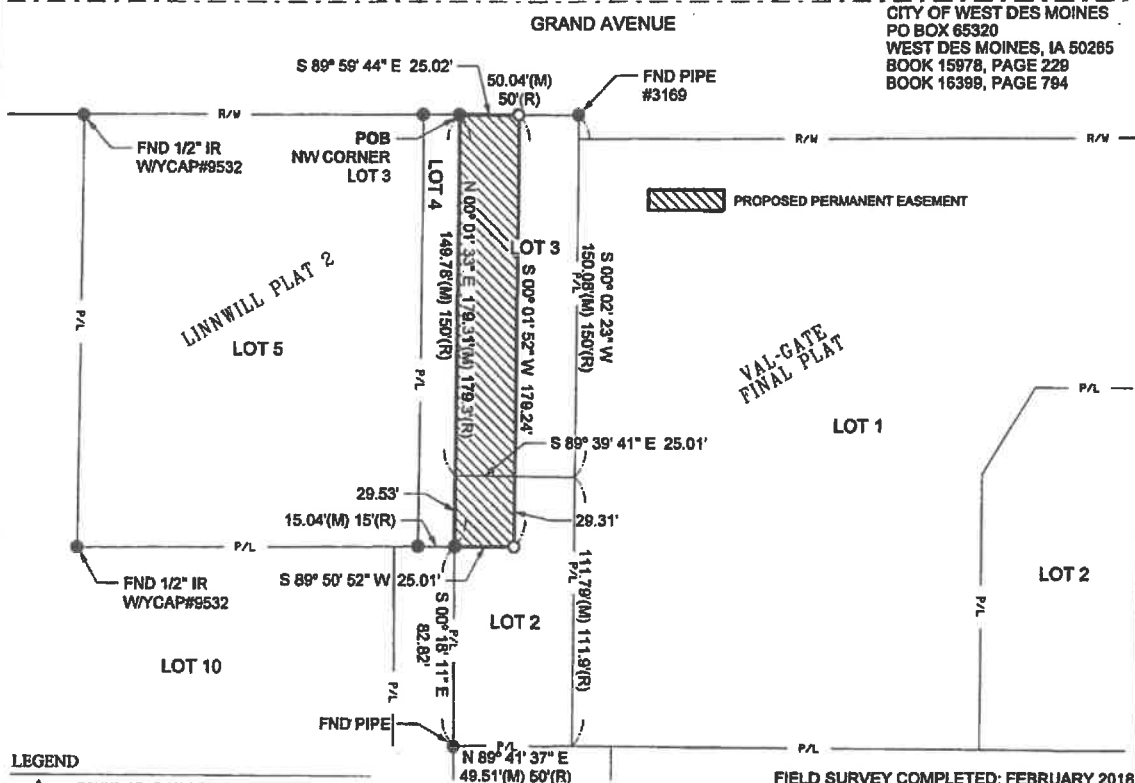
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



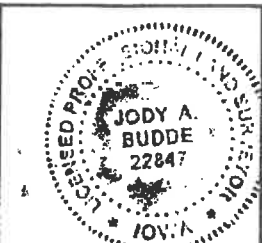
NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

PROPERTY OWNER:

CITY OF WEST DES MOINES
PO BOX 65320
WEST DES MOINES, IA 50285
BOOK 15978, PAGE 229
BOOK 16398, PAGE 794



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND CUT "X" (UNLESS NOTED)
 - SET 5/8" RED ROD W/PINK CAP#22847 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - R/W - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - P/L - PROPERTY LINE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

9-11-2019

JODY A. BUDDE, P.L.S. DATE

License Number: 22847

My license renewal date is DECEMBER 31, 2020.

Pages or sheets covered by this seal: 1 of 1

FIELD SURVEY COMPLETED: FEBRUARY 2018

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50285
PHONE: (515) 222-3820

Foth
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2991
Phone: 515-254-1393 Fax: 515-254-1842

SHEET
1 OF 1

Index Legend	
Location:	Lots 2 & 3, Linnwill Plat 2
Requestor:	City of West Des Moines
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Surveyor:	Jody Budde
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Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

Exhibit "A"

PLAT OF SURVEY #2018-19

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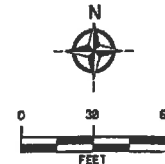
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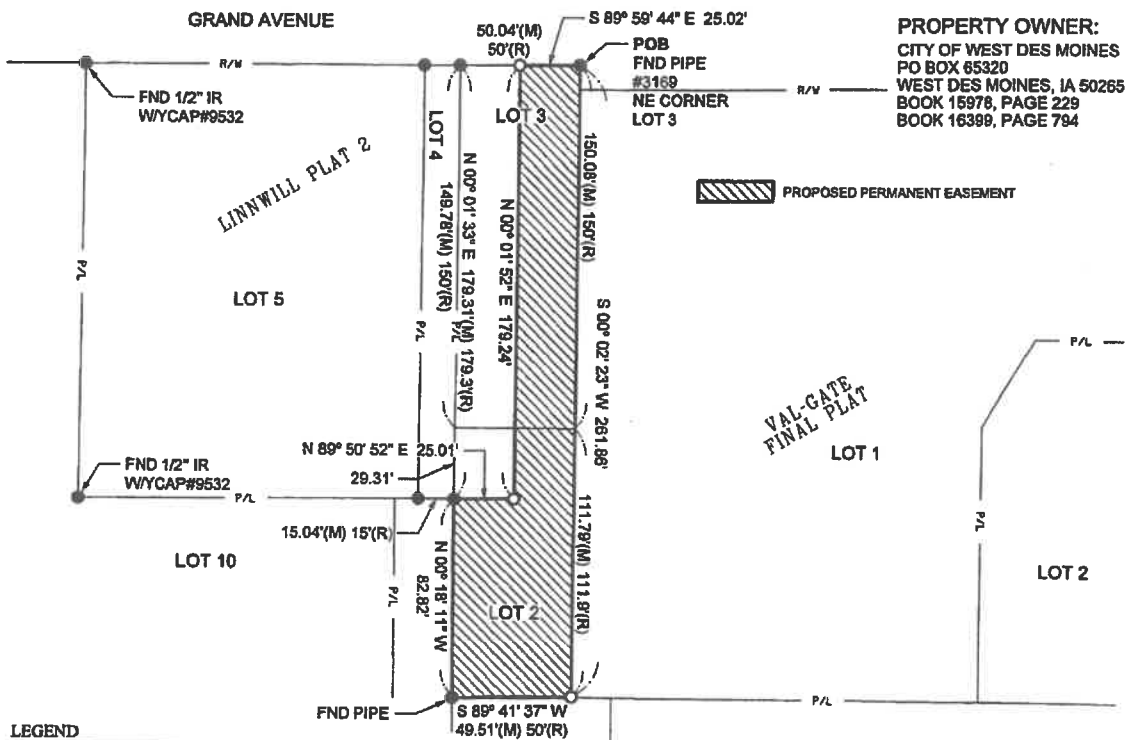
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SAID TRACT CONTAINS 8,599 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

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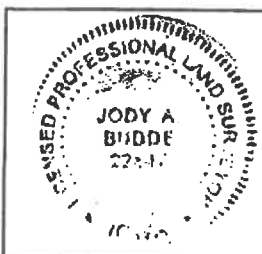
NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



PROPERTY OWNER:
CITY OF WEST DES MOINES
PO BOX 65320
WEST DES MOINES, IA 50265
BOOK 15978, PAGE 229
BOOK 16389, PAGE 794

- LEGEND**
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 - △ SET SECTION CORNER MONUMENT
 - FOUND CUT "X" (UNLESS NOTED)
 - SET 5/8" REROD W/PINK CAP#22847 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - - - R/W - RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - P/L - PROPERTY LINE

FIELD SURVEY COMPLETED: FEBRUARY 2018



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JODY A. BUDDÉ, P.L.S.
License Number: 22847
My license renewal date is DECEMBER 31, 2020.
Pages or sheets covered by this seal: 1 of 1

9-11-2019
DATE

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3620



SHEET
1 OF 1

FOTH PROJECT NO. 12W048-00 DATE: 9/11/2019

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

DATE: October 7, 2019

ITEM: Resolution – Approval and Release of two Plats of Survey – City of West Des Moines. Excess property related to realignment of Mills Civic Parkway and South 88th Street – create two parcels for transfer ownership (POS 19-34 and POS 19-35).

FINANCIAL IMPACT: None

SYNOPSIS: Due to the realignment of Mills Civic Parkway and South 88th Street, the City has prepared two plats of survey comprising excess property created from the realignment in anticipation of sale and transfer of each parcel. The attached plats of survey legally define the area and the attached Resolution approves the plats of survey and releases them for recordation.


CITY COUNCIL SUBCOMMITTEE: This item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues. There are no conditions of approval.


COMPREHENSIVE PLAN CONSISTENCY: The plats have been reviewed for consistency with the Comprehensive Plan. Based on that review, a finding has been made that the plats are consistent with the Comprehensive Plan, including the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council adopt a resolution approving two Plats of Survey of Survey to establish one (1) lot for each plat for the purpose of transferring ownership, subject to complying with all other applicable City Code requirements.

Approve - Resolution approving and releasing Plat of Survey 19-34 and Plat of Survey 19-35 for the transfer of ownership.

Lead Staff Member: Richard J. 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	N/A
Date Reviewed	
Recommendation	

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF WEST DES MOINES APPROVING PLAT OF SURVEY 19-34 AND PLAT OF SURVEY 19-35 FOR THE PURPOSE OF CREATING TWO PARCELS FOR TRANSFER OF OWNERSHIP AND AUTHORIZING RELEASE OF THE PLATS FOR RECORDING

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq. of the West Des Moines Municipal Code, the City of West Des Moines has submitted a request for approval of Plat of Survey (POS 19-34 and 19-35) for the creation of two parcels located on the south side of Mills Civic Parkway immediately east of S. 88th Street for the purpose of creating one parcel of land on each plat for ownership transfer.

Legal Description: See attached Exhibit "A"

WHEREAS, two plats of survey have been prepared to legally describe the area for transfer of ownership as part of the Mills Civic Parkway Improvement Project (Project); and

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

WHEREAS, on October 7, 2019, the City Council held a duly-noticed hearing to consider the application for Plat of Survey POS 19-34 and POS 19-35;

WHEREAS, the property legally described above must be preliminary and final platted through the City of West Des Moines prior to development of a parcel as identified on said plat of survey.

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

1. The findings for approval in the staff report dated October 7, 2019 or as amended orally at the City Council hearing of October 7, 2019 are adopted

2. PLAT OF SURVEY POS 19-34 and PLAT OF SURVEY POS 19-35 are approved, subject to compliance with all the conditions in the staff report, dated October 7, 2019, including conditions added at the hearing.

Violation of any such conditions shall be grounds for revocations of the entitlement, as well as any other remedy which available to the City.

3. This Resolution releases Plat of Survey POS 19-34 and Plat of Survey POS 19-35 for recordation.

PASSED AND ADOPTED this 7th day of October, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 7, 2019 by the following vote:

AYES:

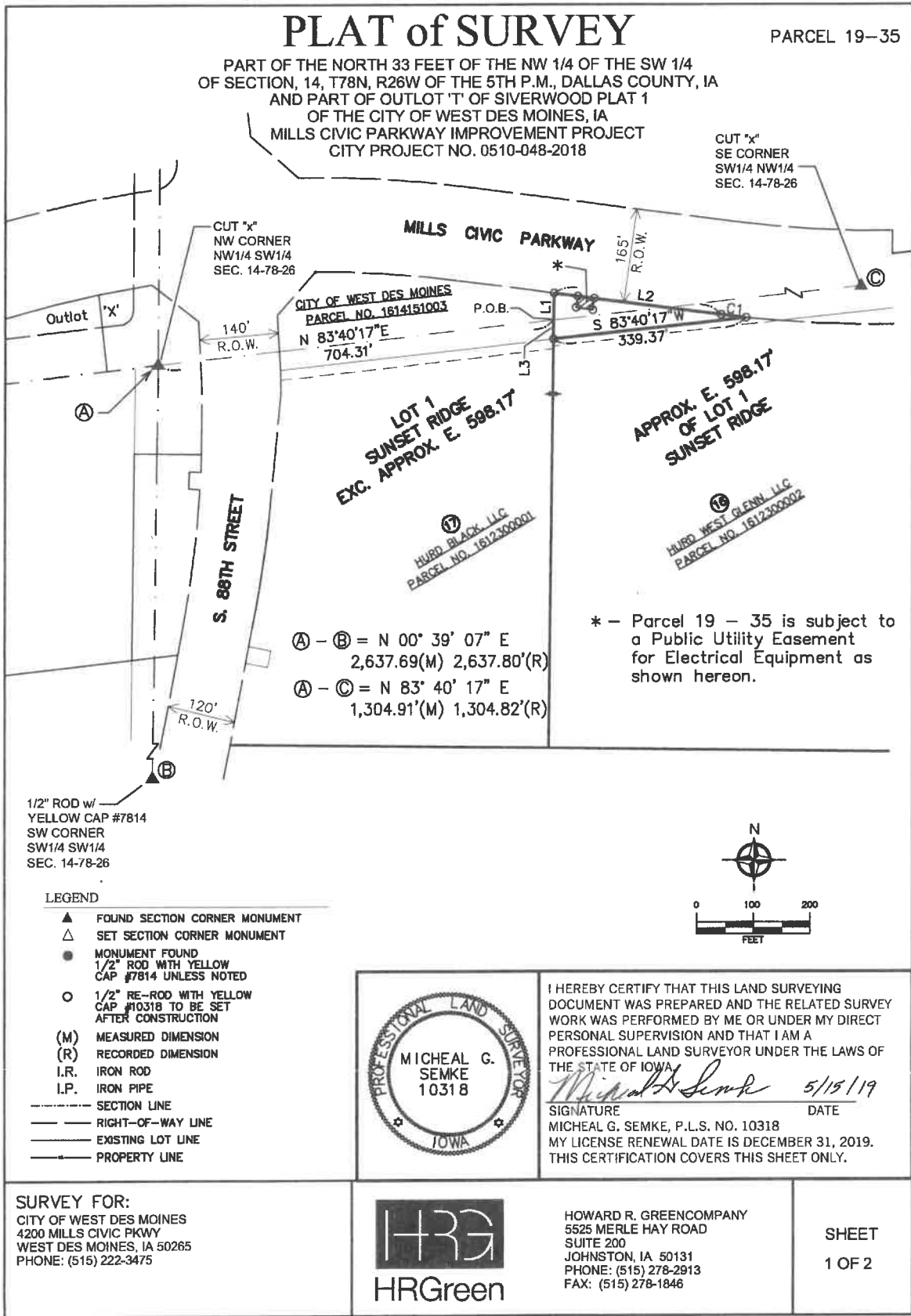
NAYS:

ABSTENTIONS:

ABSENT:

ATTEST: _____
Ryan T. Jacobson, City Clerk

Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	Existing Right-of-way
Description:	Part of NE 1/4 SE 1/4, Sec. 15 - T78N - R26W & Part of NW 1/4 SW 1/4, Sec. 14 - T78N - R26W
Proprietor:	City of West Des Moines, Iowa
Surveyor:	Michael G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 (515) 278-2913



PLAT of SURVEY

PARCEL 19-35

PART OF THE NORTH 33 FEET OF THE NW 1/4 OF THE SW 1/4
OF SECTION, 14, T78N, R26W OF THE 5TH P.M., DALLAS COUNTY, IA
AND PART OF OUTLOT T' OF SIVERWOOD PLAT 1
OF THE CITY OF WEST DES MOINES, IA
MILLS CIVIC PARKWAY IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-048-2018

PROPERTY OWNER:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY.
WEST DES MOINES, IA 50265

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN DALLAS COUNTY, IOWA A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

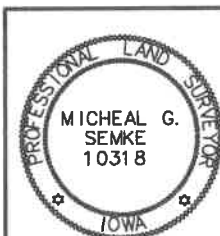
Commencing at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 14, Township 78 North, Range 36 West of the 5th P.M., Dallas County, Iowa; thence North 83° 40' 17" East along the North line of said Southwest Quarter, 704.31 feet to the POINT OF BEGINNING; thence North 00° 39' 28" East, 47.45 feet to the Southerly Right-of-way of Mills Civic Parkway; thence South 82° 35' 14" East, 294.66 feet along said line to the point of curvature of a tangent curve, concave to the North, having a radius of 2082.50 feet and a central angle of 01° 13' 27"; thence Easterly along said curve, a distance of 44.49 feet; thence South 83° 40' 17" West, 339.37 feet; thence North 00° 39' 28" East, 33.25 feet to the POINT OF BEGINNING containing 0.310 acre subject to easements apparent or of record.

The above described parcel shall hereafter be known as Parcel 19-35 a part of the Southwest Quarter and the Northwest Quarter in Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	01°13'27"	2082.50'	44.49'	22.24'	44.49'	S83°11'58" E

LINE	BEARING	DISTANCE
L 1	N 00°39'28"E	47.45'
L 2	S 82°35'14"E	294.66'
L 3	N 00°39'28"E	33.25'



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

Michael G. Semke 5/15/19
SIGNATURE DATE
MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

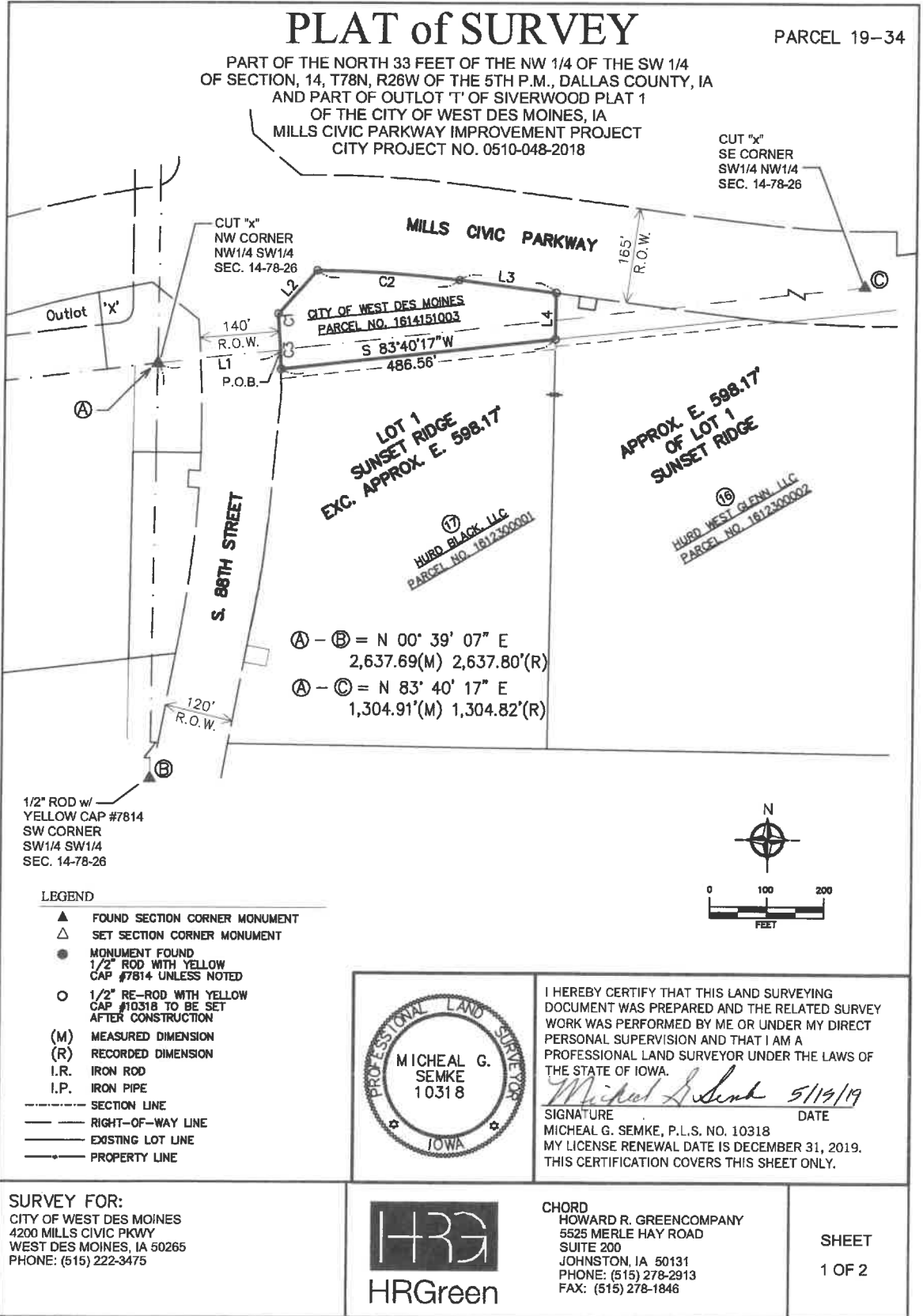
SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HOWARD R. GREENCOMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
2 OF 2

Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	Existing Right-of-way
Description:	Part of NE 1/4 SE 1/4, Sec. 15 - T78N - R26W & Part of NW 1/4 SW 1/4, Sec. 14 - T78N - R26W
Proprietor:	City of West Des Moines, Iowa
Surveyor:	Michael G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 (515) 278-2913



PLAT of SURVEY

PARCEL 19-34

PART OF THE NORTH 33 FEET OF THE NW 1/4 OF THE SW 1/4 OF SECTION, 14, T78N, R26W OF THE 5TH P.M., DALLAS COUNTY, IA AND PART OF OUTLOT 'T' OF SIVERWOOD PLAT 1 OF THE CITY OF WEST DES MOINES, IA

PROPERTY OWNER:

MILLS CIVIC PARKWAY IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-048-2018

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY.
WEST DES MOINES, IA 50265

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN DALLAS COUNTY, IOWA A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

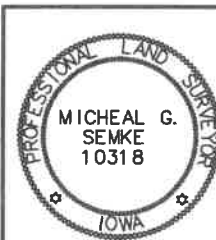
Commencing at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence North 83° 40' 17" East along the North line of said Southwest Quarter, 215.98 feet to the POINT OF BEGINNING said point being on the Right-of-way line of South 88th Street and Mills Civic Parkway; said point being the beginning of a non-tangent curve, concave to the West, having a radius of 2075.00 feet, a central angle of 01° 45' 09", and a chord of 63.46 feet bearing North 03° 43' 43" West; thence Northerly along said curve, a distance of 63.47 feet; thence North 41° 33' 45" East, 101.90 feet to the point of curvature of a non-tangent curve, concave to the South, having a radius of 1917.50 feet, a central angle of 07° 31' 35", and a chord of 251.70 feet bearing South 86° 21' 02" East; thence Easterly along said curve, a distance of 251.88 feet; thence South 82° 35' 14" East, 172.68 feet; thence South 00° 39' 28" West, 80.70 feet; thence South 83° 40' 17" West, 486.56 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 2075.00 feet, a central angle of 00° 54' 48", and a chord of 33.08 feet bearing North 02° 23' 44" West; thence Northerly along said curve, a distance of 33.08 feet to the POINT OF BEGINNING containing 1.439 acres subject to easements apparent or of record.

The above described parcel shall hereafter be known as Parcel 19-34 a part of the Southwest Quarter and the Northwest Quarter in Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	BEARING
C 1	01°45'09"	2075.00'	63.47'	31.74'	63.46'	N 03°43'43"W
C 2	07°31'35"	1917.50'	251.88'	126.12'	251.70'	S 86°21'02"E
C 3	00°54'48"	2075.00'	33.08'	16.54'	33.08'	N 02°23'44"W

LINE	BEARING	DISTANCE
L 1	N 83°40'17"E	215.98'
L 2	N 41°33'45"E	101.90'
L 3	S 82°35'14"E	172.68'
L 4	S 00°39'28"W	80.70'



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

Michael G. Semke 5/15/19
SIGNATURE DATE

MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HOWARD R. GREENCOMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
2 OF 2

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

ITEM: Denial of Liquor License –Scotty’s Pub and Grub

DATE: October 7, 2019

FINANCIAL IMPACT: None

BACKGROUND:

Scott Thomas has submitted an application for renewal of a liquor license (LC0043732) for Scotty’s Pub 1, LLC, d/b/a Scotty’s Pub & Grub. Mr. Thomas has shown a pattern of behavior indicating he does not meet the definition of a “person of good moral character”. In determining whether a person is of good moral character, the state law enumerates certain criteria to be considered. The following criteria were considered in making the recommendation for denial: whether the licensee has good financial standing and good reputation indicating such person will comply will applicable laws, ordinances, and regulations. In evaluating Mr. Thomas’ reputation, city staff considered his criminal arrests, charges, and convictions and the recency of those charges, arrests, or convictions. City staff also considered whether the licensee engaged in illegal acts on the licensed premises, and whether the licensee or his employee(s) have pled or been found guilty of serving alcohol to a minor or serving to an intoxicated person resulting in corrective action.

Mr. Thomas has the following criminal history:

- July 2019 – charged with Disorderly Conduct – Fighting or Violent Behavior. Mr. Thomas admitted to being involved in the incident resulting in the charges. Of note, this incident occurred at Scotty’s Pub & Grub, the licensed premises. This matter is still pending in Polk County District Court.
- December 2014 – convicted of OWI – 1st Offense.
- June 2013 – convicted of Disorderly Conduct – Fighting or Violent Behavior (amended from Assault Causing Bodily Injury).

Scotty’s Pub & Grub has the following civil violation(s) since the license was last issued:

- September 2018 – Sale to Minor

In submitting his alcohol license renewal application to the City of West Des Moines and the State of Iowa on September 9, 2019, Mr. Thomas failed to disclose the most recent criminal charge(s), which he was required to do according to state law. The renewal application specifically requires the licensee to state whether the owner(s) has been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law since the license was last issued. Mr. Thomas electronically signed a statement on September 9, 2019, acknowledging that any misrepresentation of material fact in the application is a crime and is grounds for denial of the issuance of an alcohol/liquor license under Iowa law. The City considers Mr. Thomas’ failure to disclose his pending charges a misrepresentation of material fact.

Additionally, the Police Department has responded to at least eight (8) calls for service over the past year involving Mr. Thomas allegedly being disruptive, four of which originated at Scotty’s Pub & Grub. These multiple calls for service indicate Mr. Thomas lacks the good reputation to meet the definition of a person with good moral character.

Mr. Thomas also fails to meet the criterion regarding his financial standing as he has a federal tax lien and multiple unsatisfied judgments against him, including but not limited to three judgments and four pending cases for unpaid wages to employees of Scotty’s Pub & Grub. This lack of good financial standing indicates Mr. Thomas does not meet the definition of a person of good moral character.

City staff believes that his pattern of behavior and lack of good reputation, failure to disclose his most recent criminal charge, and lack of good financial standing disqualifies Mr. Thomas as not meeting the definition of a person of good moral character and indicates he is unable to abide by the provisions detailed in Iowa Code Chapter 123 and city code that govern alcoholic beverage control.

Copies of the license application/documentation are available, for review, in the Office of the City Clerk:

1. (LC0043732) Scotty's Pub 1, LLC, d/b/a Scotty's Pub & Grub, 3781 EP True Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges – Renewal

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve a Motion to deny the renewal application for a Class LC Liquor License for Scotty's Pub 1, LLC, d/b/a Scotty's Pub & Grub

Lead Staff Member: Jessica D. Spoden, Assistant City Attorney JDS

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	MS

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	10/04/2019		
Date Reviewed			
Recommendation	Yes: X	No	Split

Scotty's Pub Grub
License Renewal

CRIMINAL CASES					
<i>Case Type/No.</i>	<i>Year</i>	<i>Charge</i>	<i>Disposition</i>	<i>Relevant Information</i>	<i>Additional Information</i>
Simple Misdemeanor					
SMAC383005 **Failed to report on his renewal application.	2019	Disorderly Conduct	Pending	Scott Thomas allegedly punched a customer, while engaged in an altercation at Scotty's Pub & Grub.	This incident occurred at the licensed premises (See IAC 185 - 4.7(123): "Illegality on premises: No licensee, permittee, their agent or employee, shall engage in any illegal act on the licensed premises.")
Serious Misdemeanor					
SRCR265457	2013	Assault Causing Bodily Injury - AMENDED to Disorderly Conduct	Guilty		
OWI					
OWOM078196	2014	OWI - 1st Offense	Guilty		

CIVIL CASES					
Labor Commission	<i>Year</i>	<i>Charge</i>	<i>Disposition</i>	<i>Relevant Information</i>	<i>Additional Information</i>
SCSC640213	2019	Unpaid Wages	Judgment - \$1,900.00	Employee of Scotty's Pub & Grub	unsatisfied
SCSC640214	2019	Unpaid Wages	Judgment - \$1,056.00	Employee of Scotty's Pub & Grub	unsatisfied
SCSC640215	2019	Unpaid Wages	Judgment - \$2,941.00	Employee of Scotty's Pub & Grub	unsatisfied
SCSC642213	2019	Unpaid Wages	Pending	Employee of Scotty's Pub & Grub	unsatisfied
SCSC642214	2019	Unpaid Wages	Pending	Employee of Scotty's Pub & Grub	unsatisfied
SCSC641765	2019	Unpaid Wages	Pending	Employee of Scotty's Pub & Grub	unsatisfied
SCSC641767	2019	Unpaid Wages	Pending	Employee of Scotty's Pub & Grub	unsatisfied
SCSC620604	2018	Delinquent Account Balance	Judgment	Against Scotty's Pub & Grub	Satisfied
SCSC567962	2015	Civil Fraud	Judgment - \$2,420.00	Against Scott Thomas	unsatisfied

ALCOHOL VIOLATIONS/OTHER					
<i>Case Type/No.</i>	<i>Year</i>	<i>Charge</i>	<i>Disposition</i>	<i>Relevant Information</i>	<i>Additional Information</i>
D-2018-00336	2018	Sale to Minor	Affirmed Civil Penalty	Penalty has been paid.	
IFIF007318	2019	Division of Labor Chapter 91A investigation	Pending	Scott Thomas allegedly did not comply with Administrative Subpoena to produce documents regarding the investigation	Scott Thomas is being investigated to determine if he has committed wage violations.
Federal Tax Lien: 201800045675	2018	Federal Tax Lien	\$ 38,272.55	unsatisfied	

CALLS FOR SERVICE*			
<i>Call Type/Case No.</i>	<i>Date</i>	<i>Location</i>	<i>Relevant Facts</i>
Assault	8/22/2018	Scotty's Pub & Grub	Scott Thomas allegedly engaged in a domestic altercation with female. Officers found female with blood all over her face and possible broken nose. Scott Thomas found running after the female.
Assault 18-05256	10/3/2018	Scotty's Pub & Grub	Scott Thomas allegedly choked male inside the bar for unknown reason.
Dispute/ Disturbance	1/31/2019	Scotty's Pub & Grub	Scott Thomas allegedly yelled at a UPS employee and cursed at him.
Assault	4/9/2019	The Irish	Scott Thomas allegedly punched a female at The Irish bar.
Fight Physical	5/13/2019	Scotty's Pub & Grub	Scott Thomas allegedly fought with female, witness stated Thomas punched the female, but both parties denied any punching.
Harassment/ Threat	6/23/2019	Taco Hangover	Scott Thomas allegedly harassed and threatened male reporting party.
Trespassing	6/30/2019	Tonic	Police advised Scott Thomas he was trespassing after the bar banned him for allegedly fighting with people and alleged sexual harassment.

*These calls for service did not result in an arrest, conviction, judgment, etc. These calls were in response to alleged actions and are not an indication of guilt.

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

ITEM: Lori Lavorato - Resignation from
Civil Service Commission - Receive and File

DATE: October 7, 2019

FINANCIAL IMPACT: None

BACKGROUND: Lori Lavorato has submitted a letter of resignation from the Civil Service Commission, effective immediately. The Mayor and City Council appreciate the time she has devoted to the commission.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Receive and File Letter of Resignation.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

From: Lori <lavorato893@gmail.com>

Sent: Thursday, September 26, 2019 7:54 AM

To: Dodge, Jane <Jane.Dodge@wdm.iowa.gov>; Friedrichs, Chris <Chris.Friedrichs@wdm.iowa.gov>

Subject: [EXT] Formal Resignation

Mr. Mayor,

I've changed residency after building a new home in Norwalk. Because of the Civil Service Commission's statute that states that a commissioner must live within the city limits of West Des Moines to serve, I must resign my position immediately.

I intend on attending a meeting this month as a "person of the public", and to personally say goodbye to the wonderful employees I've gotten to know so well at City Hall and to my fellow commissioners, Chris and Kevin.

During the past 8 years, I have enjoyed the work on the Commission as well as the connections I've made with city staff and others involved in West Des Moines city government. Thank you for the appointment and the opportunity to serve my community.

Sincerely,

Lori Lavorato