

**CITY OF WEST DES MOINES  
PLAN AND ZONING COMMISSION COMMUNICATION**

**Meeting Date:** October 14, 2019

**Item:** 214 5th Street Facade, – Approval of building remodel for an office use – Legacy Capital Partners – MML2-004345-2019

**Requested Action:** Approval of a Minor Modification Level 2 Site Plan

**Case Advisor:** J. Bradley Munford 

**Applicant's Request:** The applicant, Legacy Capital Partners, represented by Daniel Porter, is requesting approval of a Minor Modification Level 2 Site Plan to remodel an existing retail building on approximately 0.08 acres located at 214 5th Street in preparation for use as an office.

**History:** The property was platted as Block 10, Lot 6 Valley Junction. The building was built in 1940.

**City Council Subcommittee:** This item was presented to the Development and Planning City Council Subcommittee on June 3, 2019. The Subcommittee expressed support of the development.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff notes the following:

**Hold Harmless Agreement and Temporary Setback No Build Agreement:** The proposed plan includes window and door openings on the south façade. Since the southern wall is located on the property line, the Building Code requires fire rated construction which limits the amount of wall openings that are less than five feet (5') from a property line. The City owns the land immediately to the south and utilizes it as a landscape walkway between the public parking lot and 5<sup>th</sup> Street. The walkway currently does not have any structures. The applicant requested a no-build easement from the City that would prohibit construction of any structure within five feet (5') of our north property line in order to allow for the installation of windows and doors for the office use. The City has agreed to the no-build easement and the document. Additionally, the façade modification plan proposes to install four building canopies over the right of way of 5<sup>th</sup> Street and the City owned walkway located south of the applicant's property. The applicant has submitted a Hold Harmless agreement that release the City from any liability related to the canopies. Attachment D and E are copies of the Hold Harmless and the No-Build agreements. For policy purposes, formal acceptance by the City Council of these documents is required.

**Comprehensive Plan Consistency:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**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 the Plan and Zoning Commission adopt a resolution approving the Minor Modification Level 2 Site Plan to allow remodeling of an existing building for an office use, subject to the applicant meeting all City Code requirements and the following:

1. The City Council approving and accepting the Hold Harmless and Temporary Setback No-Build Agreements.

**Property Owner/Applicant:**

Legacy Capital Partners  
 3737 Woodland Ave Suite 630  
 West Des Moines, Iowa 50266

**Applicant's Representatives:**

Wade Squiers  
 The Squiers Studio  
 206 3<sup>rd</sup> Street SW  
 Mount Vernon, Iowa 52314  
[Wade@ss-designngroup.com](mailto:Wade@ss-designngroup.com)

**Attachments:**

- |              |   |                                       |
|--------------|---|---------------------------------------|
| Attachment A | - | Plan and Zoning Commission Resolution |
| Exhibit A    | - | Conditions of Approval                |
| Attachment B | - | Location Map                          |
| Attachment C | - | Site Plan                             |
| Attachment D | - | Hold Harmless Agreement               |
| Attachment E | - | Temporary Setback No Build Agreement  |

**RESOLUTION NO.**

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A MINOR MODIFICATION LEVEL 2 FOR 214 5TH STREET (MML2-004345-2019) TO ALLOW THE REMODELING OF AN EXISTING BUILDING FOR AN OFFICE USE**

**WHEREAS**, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, The Legacy Capital Partners, has requested approval of modifications to allow the remodeling of an existing commercial building for an office use on property located at 214 5th Street (MML2-004345-2019 );

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

**WHEREAS**, on October 14, 2019 this Commission held a duly-noticed public meeting to consider the application for a Minor Modification Level 2 (MML2-004345-2019);

**NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

SECTION 1. The findings, for approval, in the staff report dated October 14, 2019 or as amended orally at the Plan and Zoning Commission meeting of October 14, 2019 are adopted.

SECTION 2. Minor Modification Level 2 (MML2-004345-2019) to allow the remodeling of an existing building for an office use, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report dated October 14, 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 permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 14, 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 October 14, 2019, by the following vote:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

\_\_\_\_\_  
Recording Secretary

**EXHIBIT A  
CONDITIONS OF APPROVAL**

1. The City Council approving and accepting the Hold Harmless and Temporary Setback No Build Agreements.





### 214 5th Street Facade





# LEGACY CAPITAL PARTNERS TI

MINOR MODIFICATION APPLICATION - 01.18.19  
 MINOR MODIFICATION APPLICATION - 05.24.19  
 MINOR MODIFICATION APPLICATION - 07.01.19  
 MINOR MODIFICATION APPLICATION - 07.18.19

PERMIT APPLICATION 08.13.19  
 MINOR MODIFICATION REV 1 09.16.19

**THE SQUIERS STUDIO**  
 ARCHITECTURE

1st STREET SW  
 MT VERNON, IOWA 52314  
 319.631.8075  
 wsde@ss-designgroup.com

CONSULTANTS:  
**STRUCTURAL ENGINEER**

**CIVIL ENGINEER**

**MEP ENGINEER**

**PRINTED**

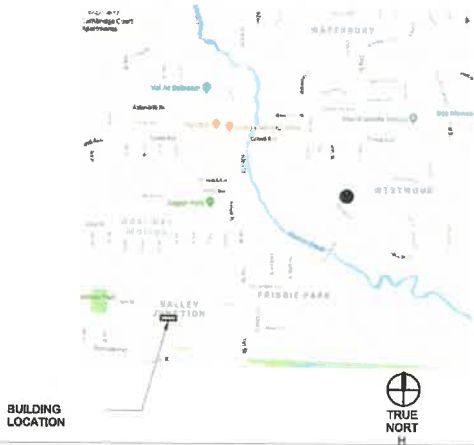
DATE	REMARKS
01/18/19	MINOR MOD. APPLICATION
05/24/19	MINOR MOD. APPLICATION #2
08.13.19	PERMIT ISSUE
09.16.19	MINOR MOD. REVISION #1

**Revision Schedule**

Rev#	Description	Date



**REGIONAL MAP**



**VICINITY MAP**



**BUILDING PERSPECTIVE**



**ABBREVIATIONS**

ACT ACOUSTIC CEILING TILE	EQUIP EQUIPMENT	OPP OPPOSITE
ADA AMERICANS WITH DISABILITIES ACT	EXT EXTERIOR	ORD OVERFLOW ROOF DRAIN
ADJ ADJUSTABLE	EXP EXPANSION, EXPOSED	PLAM PLASTIC LAMINATE
AFF ABOVE FINISHED FLOOR	FD FLOOR DRAIN	PLYWD PLYWOOD
AHU AIR HANDLING UNIT	FE FIRE EXTINGUISHER	PR PAIR
ALT ALTERNATE	FIN FIRE EXTINGUISHER CABINET	PRFIN PREFINISHED
ALUM ALUMINUM	FIN FINISH	PT PAINT
ANOD ANODIZED	FIXT FIXTURE	PTD PAPER TOWEL DISPENSER
ANSI AMERICAN NATIONAL STANDARD	FHC FIRE HOSE CABINET	R RADIUS
INSTITUTE	GB GRAB BAR	RAD RADIUS
APPROX APPROXIMATE	FLEX FLEXIBLE	RBB RUBBER BASE
ARCH ARCHITECTURAL	FLR FLOOR	RCP REFLECTED CEILING PLAN
ASTM ASTM INTERNATIONAL	FRP FIBERGLASS REINFORCED PLASTIC	RD ROOF DRAIN
AW ARCHITECTURAL WOODWORK	FGL FIBERGLASS	REF REFRIGERATOR
BD BOARD	FT FOOT OR FEET	REIN REINFORCE
BLDG BUILDING	G GROUND	REOCD REQUIRED
BLKG BLOCKING	GA GAUGE	RF RESILIENT FLOORING
BGC BY GENERAL CONTRACTOR	GALV GALVANIZED	RO ROUGH OPENING
BO BY OTHER (THAN CONTRACTOR)	GB GRAB BAR	RTU ROOF TOP UNIT
BRG BEARING	GC GENERAL CONTRACTOR	RV ROOF VENT
CAB CABINET	GFCI GROUND FAULT CIRCUIT	RM SIMILAR
CB CERAMIC BASE	INTERRUPTER	SLMT SEALANT
CC CAST-IN-PLACE	G GLASS	SCHED SCHEDULE
CJ CORNER GUARD	GYP GYPSUM	SPEC SPECIFICATION
CG CONTROL JOINT	GYP BD GYPSUM BOARD	SQ SQUARE
CL CENTER LINE	HDW HARDWARE	SST STAINLESS STEEL
CLG CEILING	HM HOLLOW METAL	STRUCT STRUCTURAL
CLR CLEAR	HORIZ HORIZONTAL	SURF SURFACE
CMU CONCRETE MASONRY UNIT	HT HEIGHT	SUSP SUSPEND
CNTR COUNTER	HVAC HEATING, VENTILATION, & AIR CONDITIONING	SYMM SYMMETRICAL
CONC CONCRETE	IBC INTERNATIONAL BUILDING CODE	T TEMPERED
CONST CONSTRUCTION	ID INSIDE DIAMETER	T&G TONGUE AND GROOVE
CONT CONTINUOUS	INSUL INSULATION	THRU THROUGH
CORR CORRIDOR	IN INCH	TRBD TACKBOARD
CPT CARPET	INT INTERIOR	TOB TO OF BEAM
CS CONCRETE SEALED	JAN JANITOR	TOC TOP OF CONCRETE
CSWK CASEWORK	JT JOINT	TOF TOP OF FOOTING
CT CERAMIC TILE	KS KNEE SPACE	TOS TOP OF STEEL
CTB CERAMIC TILE BASE	LAV LAVATORY	TPD TOILET PAPER DISPENSER
CTR CENTER, CENTERED	LOCKER	TRSTAT THERMOSTAT
CW CURTAIN WALL	LVR LOUVER	TV TELEVISION
D DEPTH	MFR MANUFACTURER	TYP TYPICAL
DBL DOUBLE	MAX MAXIMUM	UL UNDERWRITERS LABORATORY
DEMO DEMOLITION	MECH MECHANICAL	UNF UNFINISHED
DEPT DEPARTMENT	MEZZ MEZZANINE	UNO UNLESS NOTED OTHERWISE
DET DETAIL	MLWK MILLWORK	VCT VINYL COMPOSITE TILE
DF DRINKING FOUNTAIN	mm MILLIMETER	VERT VERTICAL
DIA DIAMETER	MO MASONRY OPENING	VEST VESTIBULE
DIAG DIAGONAL	MTL METAL	VIF VERIFY IN FIELD
DIM DIMENSION	MISC MISCELLANEOUS	VTR VENT THROUGH ROOF
DISP DISPENSER	MTD MOUNTED	VWC VINYL WALL COVERING
DN DOWN	N NEW	W WITH
DW DISHWASHER	NA NOT APPLICABLE	WO WITHOUT
DWG DRAWING	NFPA NATIONAL FIRE PROTECTION ASSOCIATION	WBL WOOD BLOCKING
EA EACH	NIC NOT IN CONTRACT	WC WATER CLOSET
EIFS EXTERIOR INSULATION & FINISH SYSTEM	NOM NOMINAL	WD WOOD
EJ EXPANSION JOINT	NTS NOT TO SCALE	WP WATERPROOF
ELECT ELECTRICAL	OC ON CENTER	WR WATER RESISTANT
EL ELEVATION	OD OUTSIDE DIAMETER	WSCT WAINSCOT
ELEV ELEVATOR	OFICI OWNER FURNISHED, CONTRACTOR INSTALLED	WT WEIGHT
EMER EMERGENCY	OF/OI OWNER FURNISHED, OWNER INSTALLED	WTF WELDED WIRE FABRIC
ENCL ENCLOSURE	OH OVERHEAD	WWM WELDED WIRE MESH
EO EQUAL	OPNG-OPENING	

**MATERIAL LEGENGENERAL PROJECT**

EARTH	COMPACT GRANULAR FILL
BRICK	MASONRY
CONCRETE	STEEL
ALUMINUM	DIMENSIONAL LUMBER
FINISHED LUMBER	PLYWOOD SHEATHING
GYPSUM BOARD	RIGID INSULATION
BATT INSULATION	EIFS

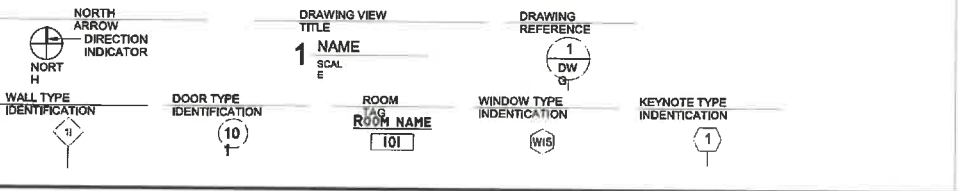
**NOTES**

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, ORDINANCES, AND REGULATIONS AS ADOPTED BY LOCAL AUTHORITIES HAVING JURISDICTIONS AND IN FORCE AT TIME OF CONSTRUCTION.
2. CONSTRUCTION NOTES APPLY TO ALL TRADES. THESE NOTES ARE PROVIDED FOR GENERAL PROJECT INFORMATION AND ARE TO BE APPLIED TO ALL AREAS OF THE PROJECT WHERE WORK IS BEING COMPLETED.
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND JOB CONDITIONS PRIOR TO BIDDING THE WORK AND SHALL REPORT TO THE ARCHITECT IMMEDIATELY ANY DISCREPANCIES OR OMISSIONS WHICH WOULD INTERFERE WITH SATISFACTORY COMPLETION OF WORK.
4. THE GENERAL CONTRACTOR IS TO VERIFY FIELD CONDITIONS PRIOR TO COMMENCEMENT OF EACH PORTION OF WORK.
5. ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY, AND WHAT IS CALLED FOR BY EITHER WILL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR REFERRED TO ON ANY SET OF DRAWINGS SHALL BE PROVIDED AS THOUGH SHOWN ON ALL RELATED DRAWINGS.
6. REFER TO STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES AND SYMBOLS.
7. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, THESE NOTES, ANY SPECIFICATIONS, AND FIELD CONDITIONS BEFORE COMMENCING ANY WORK AND REQUEST CLARIFICATION.
8. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK BY ALL TRADES, INCLUDING THOSE PROVIDED AND DIRECTED BY THE OWNER.
9. ALL WORK NOTED "BY OTHER" OR "N.L.C." IS TO BE ACCOMPLISHED BY A CONTRACTOR OTHER THAN THE GENERAL CONTRACTOR AND IS NOT TO BE PART OF THE CONSTRUCTION AGREEMENT. THE GENERAL CONTRACTOR IS TO COORDINATE WITH THE "OTHER" CONTRACTOR AS REQUIRED.
10. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH THE OWNER TO MINIMIZE DISRUPTION OF THE NORMAL DAILY FUNCTIONS OF THE OWNER'S OCCUPIED AREAS (IF APPLICABLE).
11. CONTRACTORS SHALL CONSULT PLANS OF ALL TRADES FOR OPENINGS AND ROUGH-INS THROUGH SLABS, WALLS, CEILINGS, AND ROOFS FOR DUCTS, PIPES, CONDUITS, CABINETS AND EQUIPMENT, AND SHALL VERIFY SIZE AND LOCATION BEFORE PROCEEDING WITH WORK. CONTRACTOR SHALL COORDINATE WITH ALL OWNER FURNISHED ITEMS AND PROVIDE ALL REQUIRED MECHANICAL AND ELECTRICAL CONNECTIONS, INCLUDING STUB OUTS FOR NEW OR FUTURE WORK INDICATED.
12. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR INSURING THE SUBCONTRACTORS ARE BIDDING AND CONSTRUCTING FROM A COMPLETE SET OF THE MOST CURRENT SET OF DRAWINGS.
13. THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE BY ALL TRADES.
14. ALL STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. FIXTURES AND FITTINGS, ELECTRICAL AND COMMUNICATION OUTLETS ETC., WHEN SHOWN ON THE ARCHITECTURAL DRAWINGS, ARE FOR LOCATION PURPOSES ONLY. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO COORDINATE WITH THE ARCHITECTURAL DRAWINGS BEFORE INSTALLATION OF THEIR WORK. ANY DISCREPANCIES BETWEEN THE ARCHITECTURAL AND CONSULTING ENGINEER'S DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BY WRITTEN NOTIFICATION FOR CLARIFICATION. ANY WORK INSTALLED INCORRECT WITH THE ARCHITECT'S DRAWINGS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE AND AT NO EXPENSE TO THE OWNER.
15. THE CONTRACTOR SHALL PROVIDE AND INSTALL COMPLETE SYSTEMS. ALL TRADES SHALL INSTALL SYSTEMS AND PRODUCTS IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATIONS AND FOLLOW BEST PRACTICES SPELLED OUT BY VARIOUS TRADE ASSOCIATIONS, IE: BIA - BRICK INDUSTRY ASSOCIATION, NABA - NATIONAL AIR BARRIER ASSOCIATION, ETC.
16. ROOM FINISH SCHEDULE SHALL NOT BE TAKEN AS A COMPLETE SPECIFICATION FOR ALL INTERIOR ROOM MATERIALS. HOWEVER, IT SHALL BE BINDING TO THE EXTENT OF THE MATERIAL IT DOES SPECIFY.
17. UNLESS OTHERWISE INDICATED, PLANS DIMENSIONS ARE TO THE COLUMN GRID LINES, NOMINAL FACE OF MASONRY, FACE OF STUDS, AND FACE OF CONCRETE WALLS.
18. "FLOOR LINE" AND LEVEL INDICATORS REFER TO THE TOP OF CONCRETE SLAB AND THE TOP OF SUBFLOOR IN WOOD CONSTRUCTION. FINISH FLOORING AND GYPCRETE ARE TO BE INSTALLED ABOVE THE FLOOR LINE. FOR DEPRESSED FLOORS AND CURBS, SEE STRUCTURAL DRAWINGS.
19. LINE OF GRADES SHOWN ON THE BUILDING ELEVATIONS AND SECTIONS ARE APPROXIMATE. REFER TO CIVIL DRAWINGS FOR FINAL GRADES.
20. WHERE A DOOR IS LOCATED NEAR A CORNER OF A ROOM AND IS NOT LOCATED BY A DIMENSION, ON PLAN OR DETAILS, THE DIMENSION SHALL BE 3" FROM THE FACE OF THE STUD (WALL) TO FACE OF ROUGH OPENING. THE DIMENSION SHALL BE 6" FROM FACE OF WALL TO EDGE OF ROUGH OPENING AT CONCRETE WALLS AND 4" AT CMU WALLS.
21. WALL, FLOOR, AND ROOF ASSEMBLIES WITH UL DESIGN NUMBERS SHALL BE CONSTRUCTED TO UL STANDARDS. PRODUCTS USED SHALL BEAR UL CLASSIFICATIONS WHERE REQUIRED BY THE UL DESIGN.
22. ALL FIRE RATED WALLS SHALL BE PERMANENTLY IDENTIFIED PER INTERNATIONAL BUILDING CODE CHAPTER 7. SIGNS OR STENCILS SHALL BE MIN 6" IN HEIGHT WITH RED LETTERING, EXCEPT IN 2-OCCUPANCIES.
23. ALL PENETRATIONS AND OPENINGS SHALL MEET OR EXCEED WALL ASSEMBLY FIRE RATINGS REQUIREMENTS OF THE GOVERNING FIRE AUTHORITIES.
24. ALL LISTED METAL STUD DIMENSIONS, GAGE, AND THICKNESS ARE MINIMUMS AND ARE PROVIDED AS BASIS OF DESIGN. REFER TO STRUCTURAL DRAWINGS.
25. ALL INTERIOR STUD WALLS SHALL BE CONSTRUCTED TO ACHIEVE MINIMUM S.T.C. RATINGS AS INDICATED ON THE DRAWINGS.
26. INSTALL DEFLECTION TRACK AT ALL METAL STUD WALLS EXTENDING TO THE UNDERSIDE OF

**SHEET INDEX**

DISCIPLINE	ORDER	SHEET NUMBER	SHEET NAME	PRICING	BUILDING PERMIT	SET ISSUE
0. GENERAL		G000	TITLE SHEET			0
0. GENERAL		G100	CODE COMPLIANCE			0
0. GENERAL		G102	ADA STANDARDS			0
2. ARCHITECTURAL		A100	SITE PLAN			0
2. ARCHITECTURAL		A101	FLOOR PLANS			0
2. ARCHITECTURAL		A102	ENLARGED PLANS & INTERIOR ELEVATIONS			0
2. ARCHITECTURAL		A103	ROOF PLAN & RCP			0
2. ARCHITECTURAL		A104	WALL SECTIONS & MISC DETAILS			0
2. ARCHITECTURAL		A200	BUILDING ELEVATIONS			0
2. ARCHITECTURAL		A201	RENDERED ELEVATIONS			0
9. REFERENCE		R101	SPEC			0
9. REFERENCE		R102	SPEC			0
9. REFERENCE		R103	SPEC			0
9. REFERENCE		R104	SPEC			0

**ARCHITECTURAL SYMBOLS**



KEY PLAN

LEGACY PARTNERS OFFICE  
 RENNOVATION  
 214 5TH STREET  
 WEST DES MOINES, IOWA

TITLE SHEET

00-00000	<b>G000</b>
DRAWN BY: WRS	
APPROVED BY:	

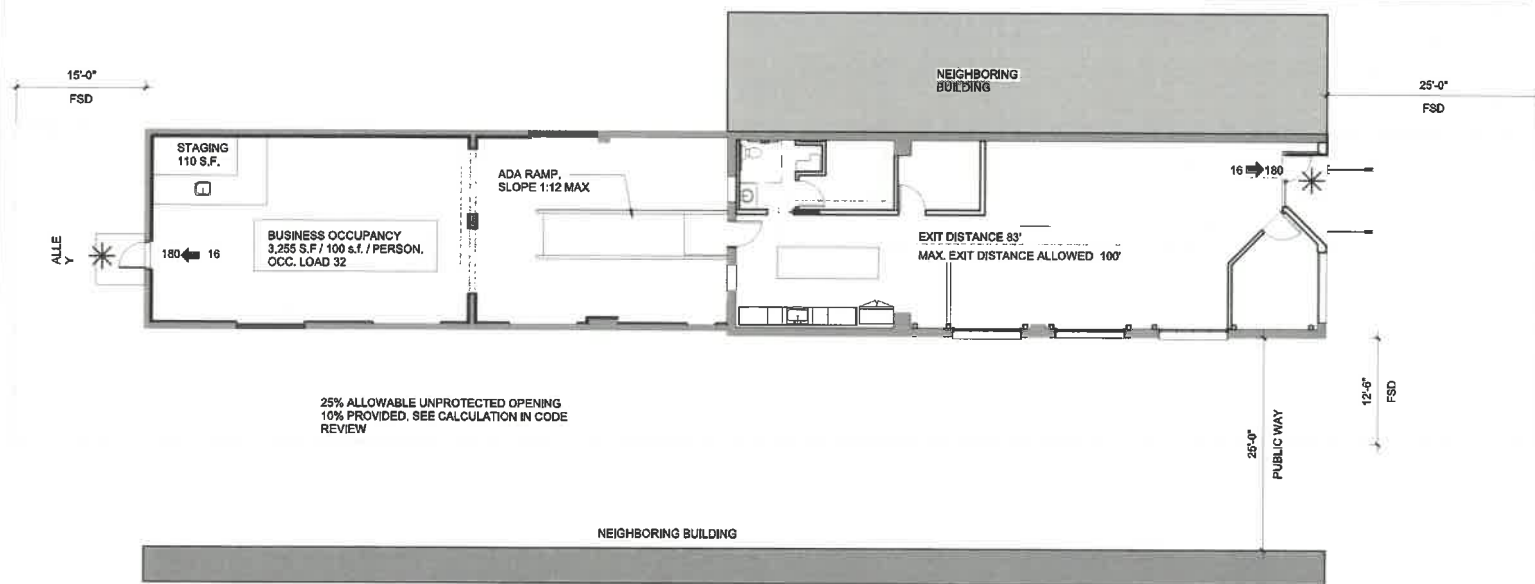
FOR CONSTRUCTION

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# CODE COMPLIANCE

APPLICABLE CODES:		MODEL CODE BASIS		
CODE TYPE		ALLOWED	PROVIDED	COMMENTS
BUILDING FIRE PREVENTION ACCESSIBILITY ELECTRICAL ELEVATORS MECHANICAL PLUMBING		2015 INTERNATIONAL BUILDING CODE 2015 INTERNATIONAL FIRE CODE W/ LOCAL AMMENDMENTS 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN STATE OF IOWA ELECTRICAL CODE (2017 NEC) N/A STATE OF IOWA MECHANICAL CODE (2015 IMC) 2015 STATE OF IOWA PLUMBING CODE (2015 UPC)		
OCCUPANCY USE GROUP	IBC 310.3		BUSINESS (B)	
CONSTRUCTION TYPE	IBC 602.5		VB	NON-SPRINKLED
HEIGHT AND AREA LIMITATIONS	IBC 504.3 IBC 504.4 IBC 506.2	60 FEET 3 STORIES 9,945 SQ FT	42 FEET 10 INCH 1 STORIES 3,255 SQ FT	SEE AREA INCREASE CALC BELOW
AREA INCREASE CALCULATIONS BASED ON A-2 OCCUPANCY TYPE	IBC 506.2			$A_a = A_l + (N_S \times I)$ $A_l = 9,000$ $N_S = 9,000$ $I = 10.5\%$ $A_a = 9,000 + (945)$ $A_a = 9,945$
OCCUPANCY SEPARATION	IBC 508.4	NA	NA	
BUILDING ELEMENTS FIRE RESISTANCE	IBC 601	TYPE VB		
STRUCTURAL FRAME		0 HR.	0 HR.	
BEARING WALLS - EXTERIOR		0 HR.	0 HR.	
BEARING WALLS - INTERIOR		0 HR.	0 HR.	
NONBEARING WALLS/PARTITIONS - EXTERIOR		0 HR.	0 HR.	
NONBEARING WALLS/PARTITIONS - INTERIOR		0 HR.	0 HR.	
FLOOR CONSTRUCTION		0 HR.	0 HR.	
ROOF CONSTRUCTION		0 HR.	0 HR.	
FIRE SEPARATION DISTANCE	IBC 602			
NORTH: FSD 0'		1 HR	1 HR	EXISTING 3 WYTH BRICK WALL
WEST: FSD 15'		0 HR	0 HR	
SOUTH: FSD 12.5'		0 HR	0 HR	
EAST: FSD 25'		0 HR	0 HR	
CONSTRUCTION CLASSIFICATION	IBC 602		TYPE VB	NON-SPRINKLED
FIRE AND SMOKE PROTECTION FEATURES				
ALLOWABLE AREA OF EXTERIOR OPENINGS	IBC 705.8			
NORTH: FSD 0'		0%	-	2,203 S.F. OF WALL: 228 S.F. OF OPENINGS: OWNER REQUESTING A 15' NO BUILD EASEMENT FROM PARKS AND REC.
WEST: FSD 15'		24%	-	
SOUTH: FSD 15'		25%	10%	
EAST: FSD 25'		NO LIMIT	-	
VERTICAL SEPARATION OF OPENINGS PARAPETS	IBC 705.8.5 IBC 705.11	NA EXIST. BRICK	NA EXISTING BRICK	
FIRE PARTITIONS	IBC 708	NA	NA	
HORIZONTAL ASSEMBLIES	IBC 711	NA	NA	
SHAFT/STAIR ENCLOSURES	IBC 713.4	NA	NA	
OPENING PROTECTIVES	IBC 716.5	NA	NA	
CORRIDOR WALLS		NA	NA	
STAIR/EXIT ENCLOSURES		NA	NA	
DRAFTSTOPPING	IBC 718.4.2	NA	NA	
INTERIOR FINISHES				
WALLS AND CEILINGS	IBC 903.11	CLASS C CLASS B CLASS B		OCCUPANCY GROUP B - NON-SPRINKLED
ROOMS AND ENCLOSED SPACES				
CORRIDORS AND EXIT ACCESS				
INTERIOR EXIT STAIRWAYS				
INTERIOR FLOOR FINISHES	IBC 804			DOC FF-1 PILL TEST OR ASTM D2859 COMPLIANCE
ACOUSTICAL CEILING SYSTEMS	IBC 808			INSTALL PER ASTM C635 AND ASTM C636
MEANS OF EGRESS				
OCCUPANT LOAD: BUSINESS (3,255 s.f.) 100 GROSS		32		
EXIT CAPACITY	IBC 1005.3.2			32 OCC LOAD * 2' / PERSON = 6.4' REQUIRED EGRESS WIDTH
NUMBER OF EXITS	IBC 1006	2	2	72' PROVIDED
COMMON PATH OF TRAVEL	IBC 1006.2.1	75 FT MAX	13 FT MAX	
ACCESSIBLE ELEVATORS	IBC 1009.4	NOT REQ'D	NOT REQ'D	
EXIT ACCESS STAIR WIDTH	IBC 1011	44" MIN.	44" MIN.	
TRAVEL DISTANCE	IBC 1017	200 FT MAX	88 FT	
CORRIDORS	IBC 1020.1	NA	NA	
CORRIDOR WIDTH	IBC 1020.2	44" MIN.	44" MIN.	
DEAD END CORRIDOR	IBC 1020.4	25 FT MAX	0	
PLUMBING FIXTURES				
TOTAL OCC. LOAD 32, or 16 PER GENDER	IPC TABLE 403.1			
WATER CLOSETS		1	1	1 PER 75 MALE, 1 PER 75 FEMALE
LAVATORIES		1	1	1 PER 200 MALE, 1 PER 200 FEMALE
DRINKING FOUNTAIN		1	0	NOT REQUIRED, OCC LOAD < 15
ELEVATOR LOBBY AND HOISTWAY	IBC 3006.2	NOT REQ'D	NOT REQ'D	NO ELEVATOR PROVIDED

CODE COMPLIANCE LEGEND	
FE	FIRE EXTINGUISHER
CD	CABINET
	- PROVIDE SIGNAGE
*	EXIT SIGN
*	EXIT DISCHARGE
▼	EXIT ACCESS
---	PATH OF TRAVEL
---	1-HOUR RATED ASSEMBLY
---	2-HOUR RATED ASSEMBLY



1 CODE PLAN  
1" = 10'-0"

1st STREET SW  
MT VERNON, IOWA 52314  
319.631.6075  
wade@ss-designgroup.com

CONSULTANTS:  
STRUCTURAL ENGINEER

CIVIL ENGINEER

MEP ENGINEER

PRINTED

DATE	REMARKS
01/19/19	MINOR MOD. APPLICATION
05/24/19	MINOR MOD. APPLICATION #2
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09.18.19	MINOR MOD. REVISION #1

Revision Schedule

Rev#	Description	Date



KEY PLAN

LEGACY PARTNERS OFFICE  
RENOVATION  
214 5TH STREET  
WEST DES MOINES, IOWA  
CODE COMPLIANCE

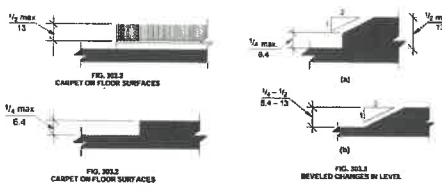
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FOR CONSTRUCTION

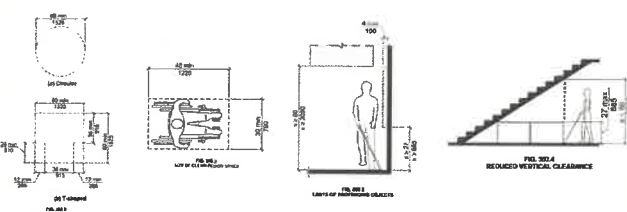
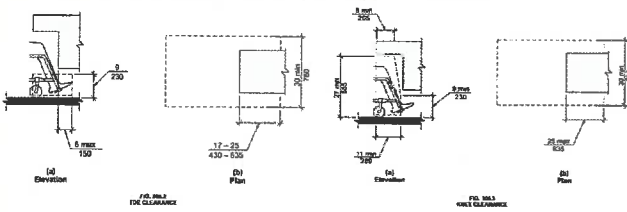


**NOTES:**  
 - ILLUSTRATIONS AND NOTES INDICATED ARE FOR CONTRACTOR'S GENERAL REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH STANDARDS FOR ALL SCOPING AND TECHNICAL REQUIREMENTS.  
 - REFER TO PUBLISHED STANDARDS FOR ANY EXEMPTIONS.  
 - IF CONFLICTS BETWEEN CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS ARE DISCOVERED, CONTACT ARCHITECT PRIOR TO COMMENCEMENT OF WORK.  
 - REFER TO LOCAL CODES, ORDINANCES, AND AMENDMENTS FOR APPLICABILITY AND ACCEPTABILITY WITH THE AUTHORITY HAVING JURISDICTION.  
 - REFERENCED STANDARDS:  
 2010 AMERICANS WITH DISABILITIES ACT STANDARDS FOR ACCESSIBLE DESIGN. DEPARTMENT OF JUSTICE.  
 ADA DESIGN AND USABLE BUILDING AND FACILITIES (ICC A117.1-2008) AMERICAN NATIONAL STANDARDS INSTITUTE.

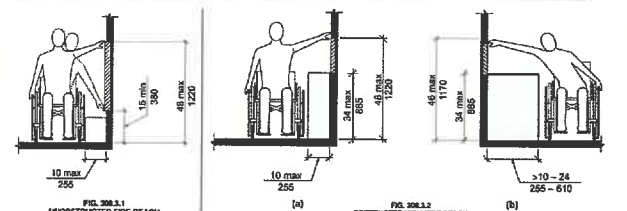
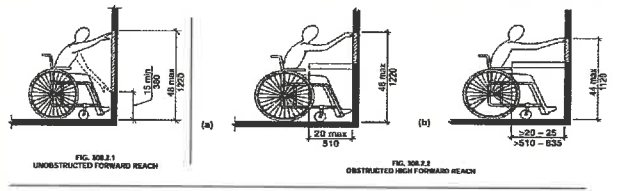
**BUILDING BLOCKS**  
 FLOOR OR GROUND SURFACES SHALL BE STABLE, FIRM AND SLIP RESISTANT AND SHALL COMPLY WITH ADA/ANSI 302.  
 CARPET OR CARPET TILE SHALL COMPLY WITH ADA/ANSI 302.2.  
 OPENINGS IN FLOOR OR GROUND SURFACES SHALL COMPLY WITH ADA/ANSI 302.3.



**TURNING SPACES** SHALL COMPLY WITH ADA/ANSI 304. CHANGES IN LEVEL ARE NOT PERMITTED WITHIN TURNING SPACE. SLOPES NOT STEEPER THAN 1:48 SHALL BE PERMITTED.  
**CLEAR FLOOR OR GROUND SPACE** SHALL COMPLY WITH ADA/ANSI 305. KNEE AND TOE CLEARANCES SHALL COMPLY WITH ADA/ANSI 305 AND 306. **PROTRUDING OBJECTS AND VERTICAL CLEARANCE** SHALL COMPLY WITH ADA/ANSI 307.



**REACH RANGES** SHALL COMPLY WITH ADA/ANSI 308. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE FIVE POUNDS MAXIMUM.



**ACCESSIBLE ROUTES**  
**MANUAL DOORS, DOORWAYS AND MANUAL GATES** INTENDED FOR USER PASSAGE SHALL COMPLY WITH ADA/ANSI 404. **DOOR OPENING CLEAR WIDTH** DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES.

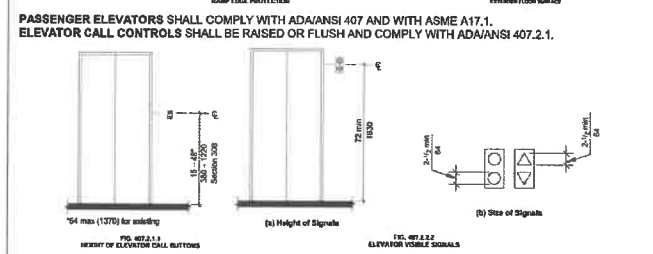
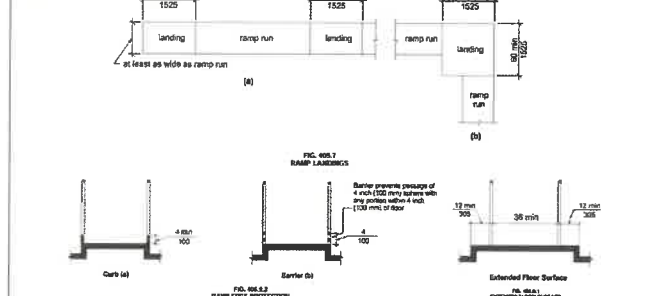
**TABLE 404.2.3 - MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS**

TYPE OF USE	MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS	
	Approach Direction	Door Side
From front	Pull	80 inches (1525 mm)
	Push	48 inches (1220 mm)
From hinge side	Pull	60 inches (1525 mm)
	Push	54 inches (1370 mm)
From latch side	Pull	42 inches (1065 mm)
	Push	48 inches (1220 mm)
From latch side	Pull	42 inches (1065 mm)
	Push	42 inches (1065 mm)

**TABLE 404.2.3.1 - MANEUVERING CLEARANCES AT SLIDING AND FOLDING DOORS**

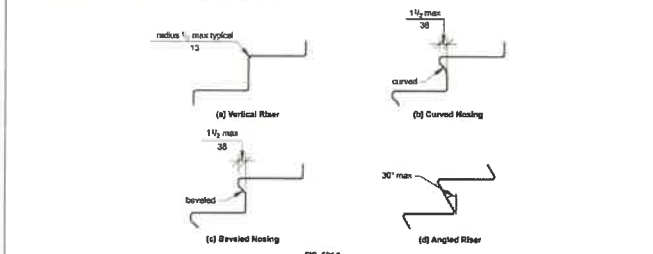
TYPE OF USE	MINIMUM MANEUVERING CLEARANCES	
	Approach Direction	Door Side
From front	Pull	48 inches (1220 mm)
	Push	42 inches (1065 mm)
From latch side	Pull	42 inches (1065 mm)
	Push	42 inches (1065 mm)

**ACCESSIBLE ROUTES CONTINUED**  
**THRESHOLDS** AT DOORWAYS SHALL BE 1/2 INCH MAXIMUM IN HEIGHT. RAISED THRESHOLDS AND CHANGES IN LEVEL AT DOORWAYS SHALL COMPLY WITH ADA/ANSI 302 AND 303.  
**DOORS** IN A SERIES SHALL COMPLY WITH ADA 404.2.3 AND 404.2.5.  
**DOOR HARDWARE** - HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH ADA/ANSI 309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE FINISH FLOOR OR GROUND.  
**DOOR CLOSERS** SHALL COMPLY WITH ADA 404.2.3 AND 404.2.7.  
**DOOR-OPENING FORCE** SHALL COMPLY WITH ADA 404.2.3 AND 404.2.8.  
**VISION LITES** - DOORS AND SIDELITES ADJACENT TO DOORS CONTAINING ONE OR MORE GLAZING PANELS THAT PERMIT VIEWING THROUGH THE PANELS SHALL HAVE THE BOTTOM OF AT LEAST ONE PANEL ON EITHER THE DOOR OR AN ADJACENT SIDELITE 43 INCHES MAXIMUM ABOVE THE FLOOR.  
**RAMP** ALONG ACCESSIBLE ROUTES SHALL COMPLY WITH ADA/ANSI 405. CURB RAMPS SHALL COMPLY WITH ADA/ANSI 406. RAMP RUNS SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1:12. CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48. THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHES MAXIMUM. RAMP HANDRAILS - RAMPS WITH A RISE GREATER THAN 6 INCHES SHALL HAVE HANDRAILS COMPLYING WITH ANSIADA 505.

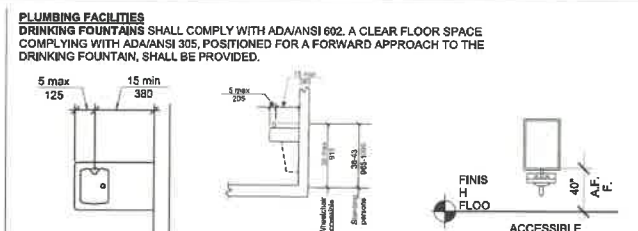
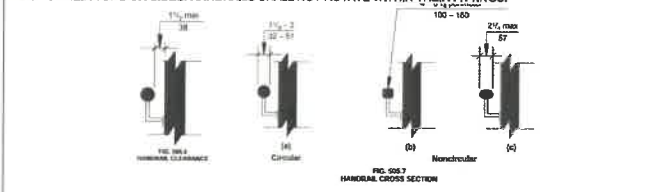


**ELEVATOR HALL SIGNALS** SHALL COMPLY WITH ADA/ANSI 407.2.2. **VISIBLE SIGNAL FIXTURES** SHALL BE CENTERED AT 72 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND.  
**ELEVATOR AUDIBLE SIGNALS** SHALL COMPLY WITH ADA/ANSI 407.2.3.  
**ELEVATOR DOORS** SHALL COMPLY WITH ADA/ANSI 407.4.

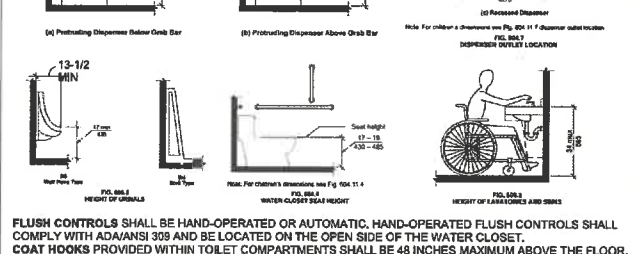
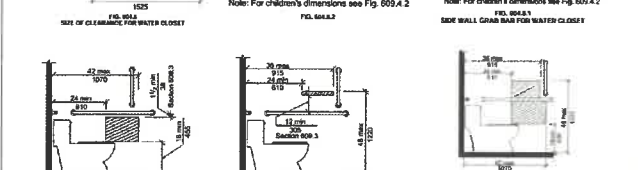
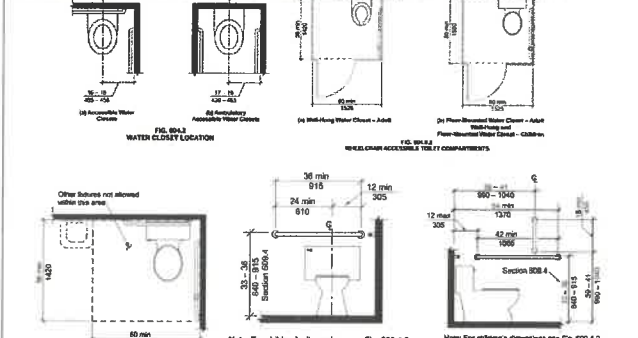
**SITE AND BUILDING ELEMENTS**  
**PARKING SPACES** SHALL COMPLY WITH ADA/ANSI 502. **STARWAYS** SHALL COMPLY WITH ADA/ANSI 504. ALL STEPS ON A FLIGHT OF STAIRS SHALL HAVE UNIFORM RISER HEIGHT AND UNIFORM TREAD DEPTH. RISERS SHALL BE 4 INCHES MINIMUM AND 7 INCHES MAXIMUM IN HEIGHT. TREADS SHALL BE 11 INCHES MINIMUM IN DEPTH. OPEN RISERS SHALL NOT BE PERMITTED. **NOISINGS** SHALL COMPLY WITH ADA/ANSI 504.5.



**HANDRAILS** SHALL COMPLY WITH ADA/ANSI 505. **HANDRAILS** SHALL BE PROVIDED ON BOTH SIDES OF STAIRS AND RAMPS. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. HANDRAIL GRIPPING SURFACES SHALL BE CONTINUOUS ALONG THEIR LENGTH AND SHALL NOT BE OBSTRUCTED ALONG THEIR TOPS OR SIDES. HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS.



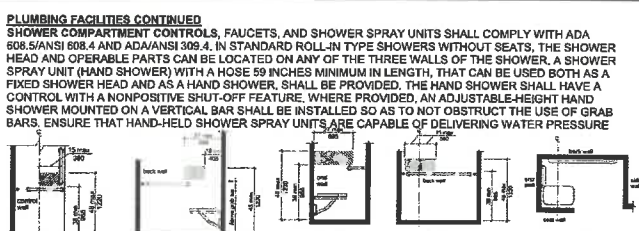
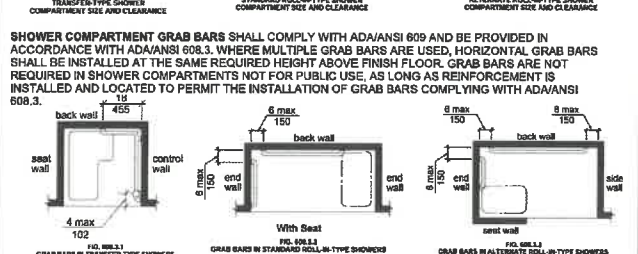
**PLUMBING FACILITIES**  
**DRINKING FOUNTAINS** SHALL COMPLY WITH ADA/ANSI 602. A CLEAR FLOOR SPACE COMPLYING WITH ADA/ANSI 305, POSITIONED FOR A FORWARD APPROACH TO THE DRINKING FOUNTAIN, SHALL BE PROVIDED.  
**TOILET AND BATHING ROOMS** SHALL HAVE CLEARANCES COMPLYING WITH ADA/ANSI 603.2. A TURNING SPACE COMPLYING WITH ADA/ANSI 304 SHALL BE PROVIDED WITHIN THE ROOM. THE TURNING SPACE SHALL NOT BE PROVIDED WITHIN A TOILET COMPARTMENT. DOORS SHALL NOT SWING INTO THE CLEAR FLOOR SPACE OR CLEARANCE FOR ANY FIXTURE.  
**MIRRORS** SHALL COMPLY WITH ADA/ANSI 603.3. ACCESSIBLE MIRRORS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 40 INCHES MAXIMUM ABOVE THE FLOOR.  
**COAT HOOKS AND SHELVES** SHALL COMPLY WITH ADA/ANSI 603.4 AND SHALL BE LOCATED WITHIN ONE OF THE REACH RANGES SPECIFIED IN ADA/ANSI 308. SHELVES SHALL BE 40 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE THE FLOOR.  
**DIAPER CHANGING STATIONS** SHALL COMPLY WITH ADA/ANSI 603.9 AND 602 FOR OPERABLE PARTS AND WORKING SURFACE REACH RANGES.  
**ACCESSIBLE WATER CLOSETS AND TOILET COMPARTMENTS** SHALL COMPLY WITH ADA/ANSI 604.



**FLUSH CONTROLS** SHALL BE HAND-OPERATED OR AUTOMATIC. HAND-OPERATED FLUSH CONTROLS SHALL COMPLY WITH ADA/ANSI 309 AND BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET.  
**COAT HOOKS** PROVIDED WITHIN TOILET COMPARTMENTS SHALL BE 48 INCHES MAXIMUM ABOVE THE FLOOR.  
**ACCESSIBLE TOILET COMPARTMENT DOORS** INCLUDING HARDWARE, SHALL COMPLY WITH ADA/ANSI 404. DOORS SHALL BE SELF-CLOSING. DOORS SHALL NOT SWING INTO THE REQUIRED MINIMUM AREA OF THE COMPARTMENT.  
**LAVATORIES**, ACCESSIBLE LAVATORIES AND SINKS SHALL COMPLY WITH ADA/ANSI 606. A CLEAR FLOOR SPACE COMPLYING WITH ADA/ANSI 305, POSITIONED FOR FORWARD APPROACH, SHALL BE PROVIDED. KNEE AND TOE CLEARANCE COMPLYING WITH ADA/ANSI 306 SHALL BE PROVIDED.  
**FAUCETS** SHALL COMPLY WITH ADA/ANSI 309. HAND-OPERATED METERING FAUCETS SHALL REMAIN OPEN FOR 10 SECONDS MIN.  
**EXPOSED PIPES AND SURFACES** UNDER LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES AND SINKS.  
**SHOWER COMPARTMENTS** SHALL COMPLY WITH ADA/ANSI 608.

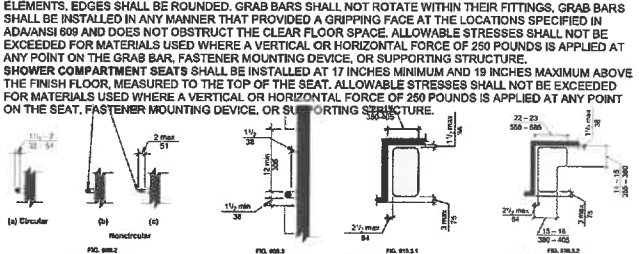


**SHOWER COMPARTMENT GRAB BARS** SHALL COMPLY WITH ADA/ANSI 609 AND BE PROVIDED IN ACCORDANCE WITH ADA/ANSI 608.3. WHERE MULTIPLE GRAB BARS ARE USED, HORIZONTAL GRAB BARS SHALL BE INSTALLED AT THE SAME REQUIRED HEIGHT ABOVE FINISH FLOOR. GRAB BARS ARE NOT REQUIRED IN SHOWER COMPARTMENTS NOT FOR PUBLIC USE, AS LONG AS REINFORCEMENT IS INSTALLED AND LOCATED TO PERMIT THE INSTALLATION OF GRAB BARS COMPLYING WITH ADA/ANSI 608.3.

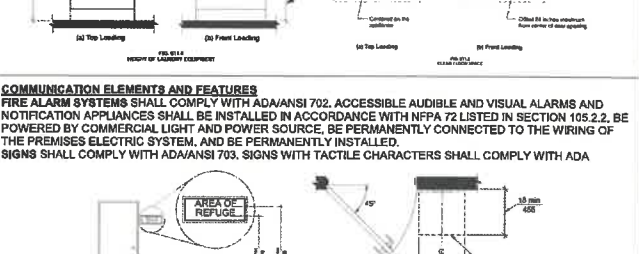


**PLUMBING FACILITIES CONTINUED**  
**SHOWER COMPARTMENT CONTROLS, FAUCETS, AND SHOWER SPRAY UNITS** SHALL COMPLY WITH ADA 606.5/ANSI 608.4 AND ADA/ANSI 309.4. IN STANDARD ROLL-IN TYPE SHOWERS WITHOUT SEATS, THE SHOWER HEAD AND OPERABLE PARTS CAN BE LOCATED ON ANY OF THE THREE WALLS OF THE SHOWER. A SHOWER SPRAY UNIT (HAND SHOWER) WITH A HOSE 59 INCHES MINIMUM IN LENGTH THAT CAN BE USED BOTH AS A FIXED SHOWER HEAD AND AS A HAND SHOWER, SHALL BE PROVIDED. THE HAND SHOWER SHALL HAVE A CONTROL WITH A NONPOSITIVE SHUT-OFF FEATURE, WHERE PROVIDED, AN ADJUSTABLE-HEIGHT HAND SHOWER MOUNTED ON A VERTICAL BAR SHALL BE INSTALLED SO AS TO NOT OBSTRUCT THE USE OF GRAB BARS. ENSURE THAT HAND-HELD SHOWER SPRAY UNITS ARE CAPABLE OF DELIVERING WATER PRESSURE.

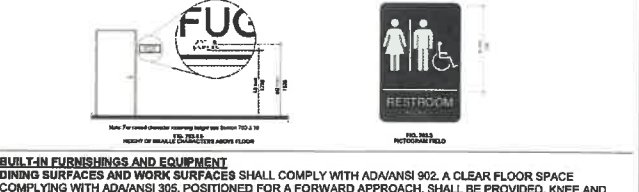
**SHOWER COMPARTMENT THRESHOLDS** IN ROLL-IN TYPE SHOWER COMPARTMENTS SHALL BE 1/2 INCH MAXIMUM IN HEIGHT IN ACCORDANCE WITH ADA/ANSI 303. IN TRANSFER-TYPE SHOWER COMPARTMENTS, THRESHOLDS 1/2 INCH MAXIMUM IN HEIGHT SHALL BE BEVELED, ROUNDED, OR VERTICAL.



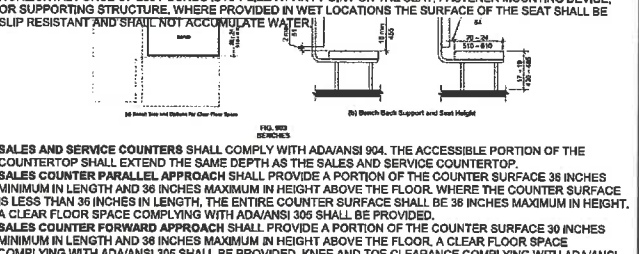
**SHOWER ENCLOSURES** FOR SHOWER COMPARTMENTS SHALL NOT OBSTRUCT CONTROLS OR OBSTRUCT TRANSFER FROM WHEELCHAIRS ONTO SHOWER SEATS.  
**WATER TEMPERATURE** SHALL BE DELIVERED AT 120-DEGREES MAXIMUM.  
**GRAB BARS** IN ACCESSIBLE TOILET OR BATHING FACILITIES SHALL COMPLY WITH ADA/ANSI 609. GRAB BARS, AND ANY WALL OR OTHER SURFACES ADJACENT TO GRAB BARS, SHALL BE FREE OF SHARP OR ABRASIVE ELEMENTS. EDGES SHALL BE ROUNDED. GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS. GRAB BARS SHALL BE INSTALLED IN ANY MANNER THAT PROVIDED A GRIPPING FACE AT THE LOCATIONS SPECIFIED IN ADA/ANSI 609 AND DOES NOT OBSTRUCT CLEAR FLOOR SPACE. ALLOWABLE STRESSES SHALL NOT BE EXCEEDED FOR MATERIALS USED WHERE A VERTICAL OR HORIZONTAL FORCE OF 250 POUNDS IS APPLIED AT ANY POINT ON THE GRAB BAR, FASTENER MOUNTING DEVICE, OR SUPPORTING STRUCTURE.  
**SHOWER COMPARTMENT SEATS** SHALL BE INSTALLED AT 17 INCHES MINIMUM AND 19 INCHES MAXIMUM ABOVE THE FINISH FLOOR, MEASURED TO THE TOP OF THE SEAT. ALLOWABLE STRESSES SHALL NOT BE EXCEEDED FOR MATERIALS USED WHERE A VERTICAL OR HORIZONTAL FORCE OF 250 POUNDS IS APPLIED AT ANY POINT ON THE SEAT, FASTENER MOUNTING DEVICE, OR SUPPORTING STRUCTURE.



**WASHING MACHINES AND CLOTHES DRYERS** SHALL COMPLY WITH ADA/ANSI 611. OPERABLE PARTS, INCLUDING DOORS, LINT SCREENS, AND DETERGENT COMPARTMENTS



**COMMUNICATION ELEMENTS AND FEATURES**  
**FIRE ALARM SYSTEMS** SHALL COMPLY WITH ADA/ANSI 702. ACCESSIBLE AUDIBLE AND VISUAL ALARMS AND NOTIFICATION APPLIANCES SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72 LISTED IN SECTION 105.2.2. BE POWERED BY COMMERCIAL LIGHT AND POWER SOURCE. BE PERMANENTLY CONNECTED TO THE WIRING OF THE PREMISES ELECTRIC SYSTEM, AND BE PERMANENTLY INSTALLED.  
**SIGNS** SHALL COMPLY WITH ADA/ANSI 703. SIGNS WITH TACTILE CHARACTERS SHALL COMPLY WITH ADA



**SALES AND SERVICE COUNTERS** SHALL COMPLY WITH ADA/ANSI 904. THE ACCESSIBLE PORTION OF THE COUNTERTOP SHALL EXTEND THE SAME DEPTH AS THE SALES AND SERVICE COUNTERTOP.  
**SALES COUNTER PARALLEL APPROACH** SHALL PROVIDE A PORTION OF THE COUNTER SURFACE 36 INCHES MINIMUM IN LENGTH AND 38 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR. WHERE THE COUNTER SURFACE IS LESS THAN 36 INCHES IN LENGTH, THE ENTIRE COUNTER SURFACE SHALL BE 36 INCHES MAXIMUM IN HEIGHT. A CLEAR FLOOR SPACE COMPLYING WITH ADA/ANSI 305 SHALL BE PROVIDED.  
**SALES COUNTER FORWARD APPROACH** SHALL PROVIDE A PORTION OF THE COUNTER SURFACE 30 INCHES MINIMUM IN LENGTH AND 38 INCHES MAXIMUM IN HEIGHT ABOVE THE FLOOR. A CLEAR FLOOR SPACE COMPLYING WITH ADA/ANSI 305 SHALL BE PROVIDED. KNEE AND TOE CLEARANCE COMPLYING WITH ADA/ANSI 306 SHALL BE PROVIDED UNDER THE ACCESSIBLE COUNTER.  
**CHECKOUT AISLES** SHALL COMPLY WITH ADA/ANSI 403. THE CHECKOUT COUNTER SURFACE SHALL BE 38 INCHES MINIMUM IN HEIGHT ABOVE THE FLOOR. THE TOP OF THE COUNTER EDGE PROTECTION SHALL BE 36 INCHES MAXIMUM ABOVE THE COUNTER SURFACE ON THE AISLE SIDE OF THE CHECKOUT COUNTER.

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**MEP ENGINEER**

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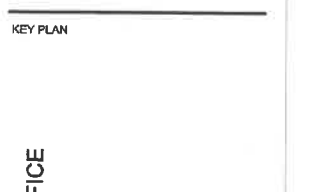
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01/18/19	MINOR MOD. APPLICATION
05/24/19	MINOR MOD. APPLICATION #2
08.13.19	PERMIT ISSUE
09.18.19	MINOR MOD. REVISION #1

Revision Schedule

Rev#	Description	Date



KEY PLAN



LEGACY PARTNERS OFFICE  
 RENOVATION  
 214.5TH STREET  
 WEST DES MOINES, IOWA

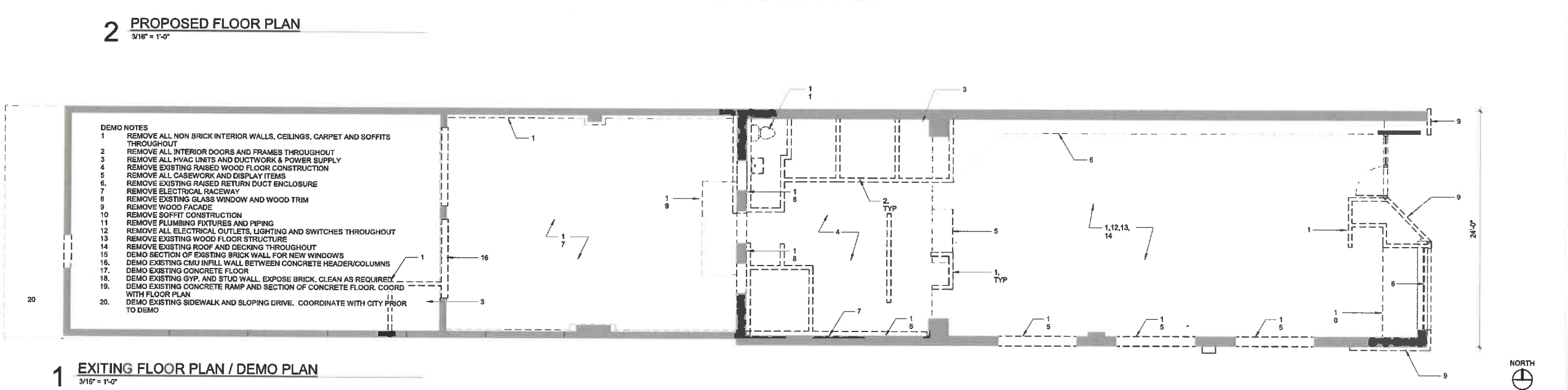
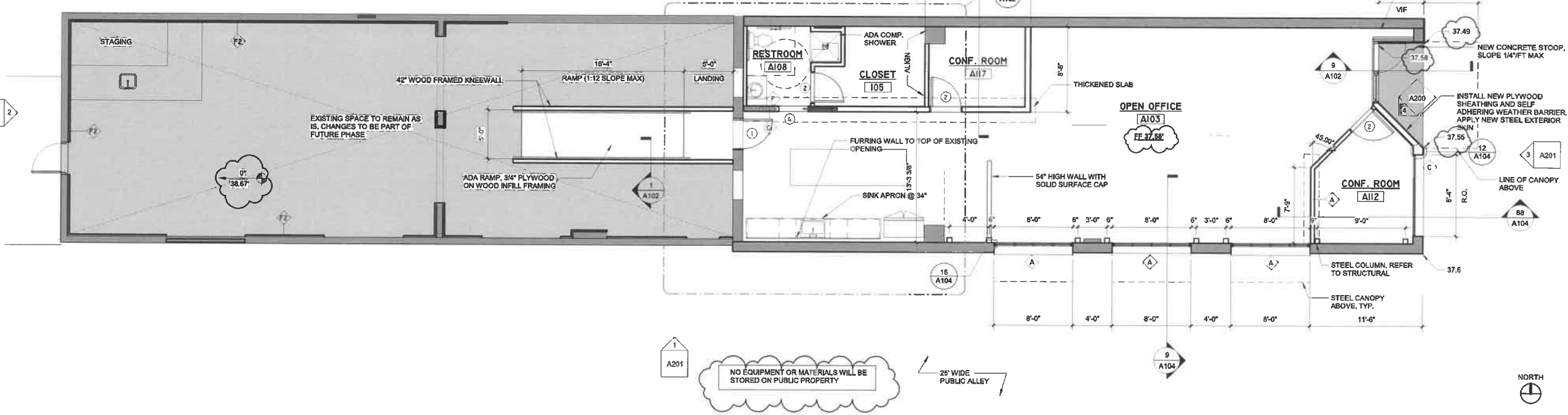
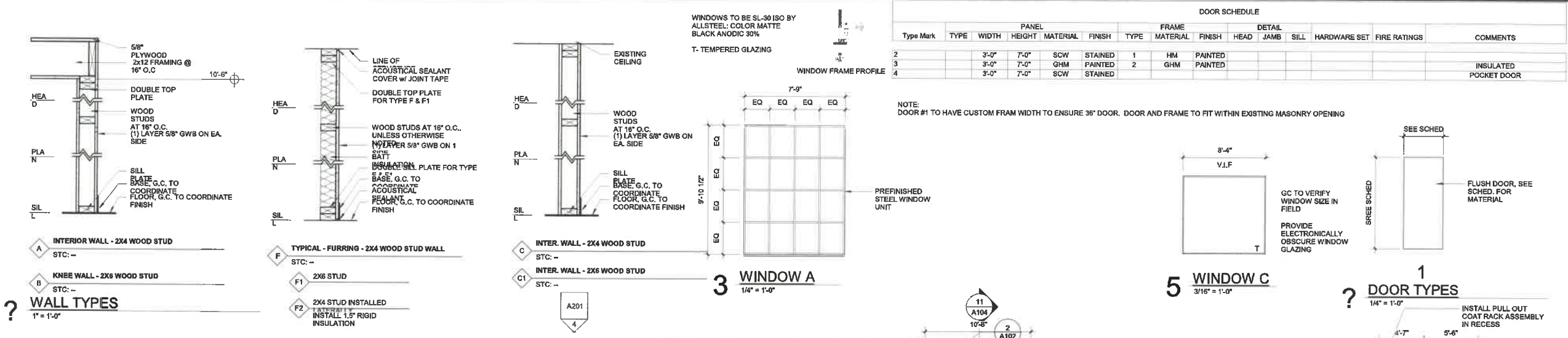
ADA STANDARDS

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APPROVED BY:	

FOR CONSTRUCTION







**THE SQUIERS STUDIO**  
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8	Revision 8	Date 8



KEY PLAN

LEGACY PARTNERS OFFICE  
RENOVATION  
214 5TH STREET  
WEST DES MOINES, IOWA

**FLOOR PLANS**

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DRAWN BY: WRS	
APPROVED BY:	

FOR CONSTRUCTION

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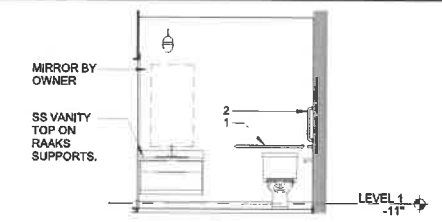
LEGACY PARTNERS OFFICE  
RENOVATION

214 5TH STREET  
WEST DES MOINES, IOWA

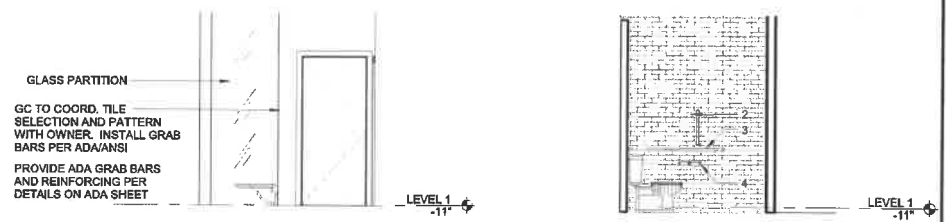
ENLARGED PLANS & INTERIOR  
ELEVATIONS

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APPROVED BY: [Signature]	

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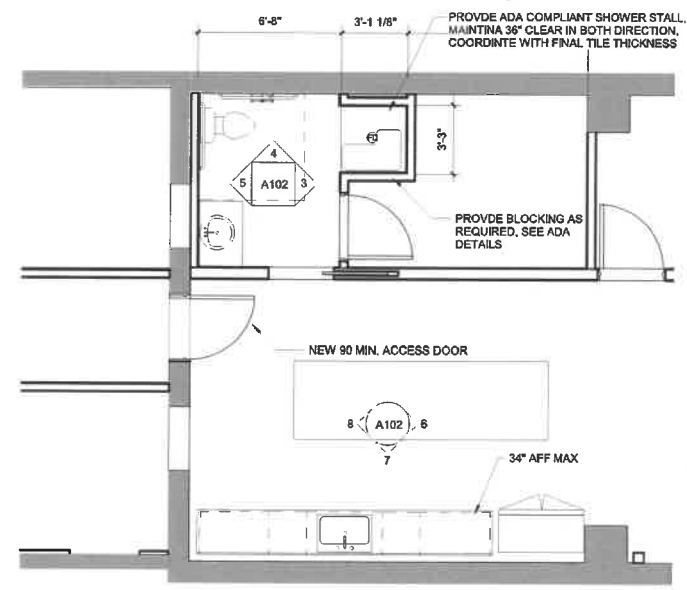


5 RESTROOM WEST ELEV  
1/4" = 1'-0"

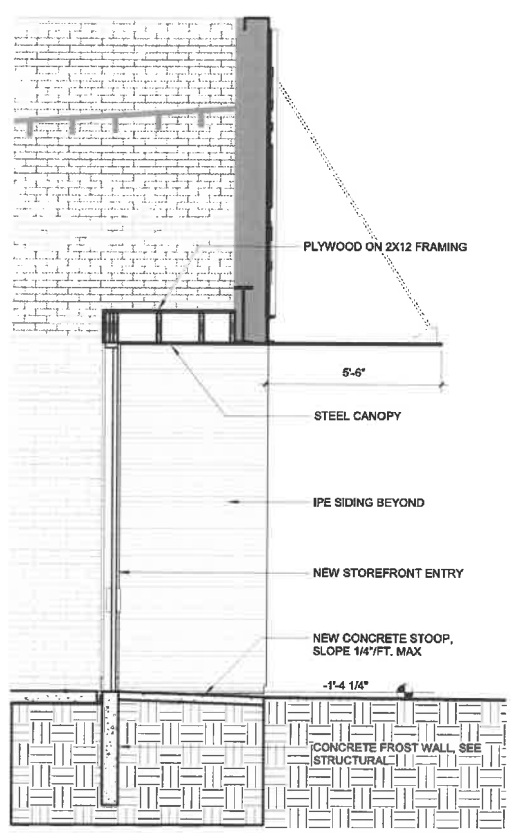


3 RESTROOM EST ELEV  
1/4" = 1'-0"

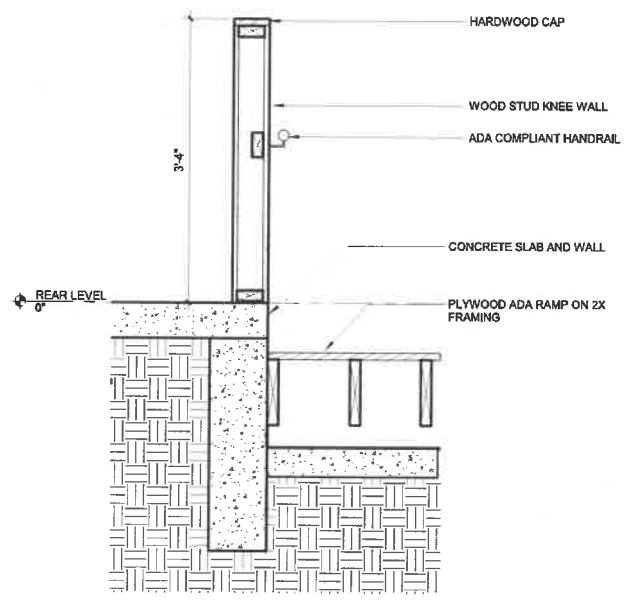
4 RESTROOM NORTH ELEV  
1/4" = 1'-0"



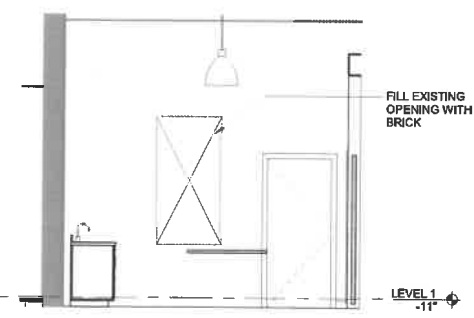
2 ENLARGED BREAK ROOM  
1/4" = 1'-0"



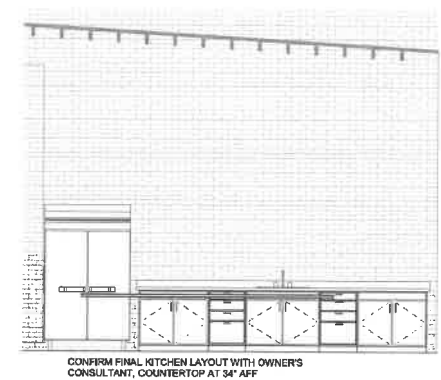
9 WALL SECTION @ ENTRY  
3/8" = 1'-0"



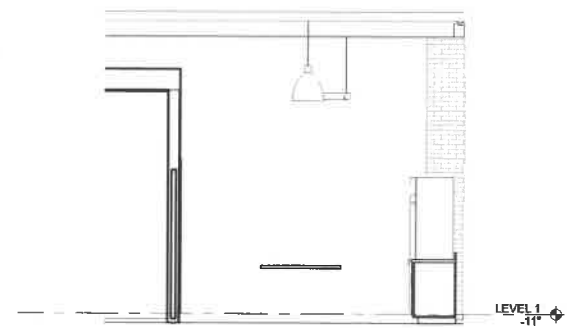
1 ADA RAMP SECTION  
1" = 1'-0"



8 BREAK RM WEST  
1/4" = 1'-0"



7 BREAK RM SOUTH  
1/4" = 1'-0"



6 BREAK RM EAST  
1/4" = 1'-0"

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RENOVATION

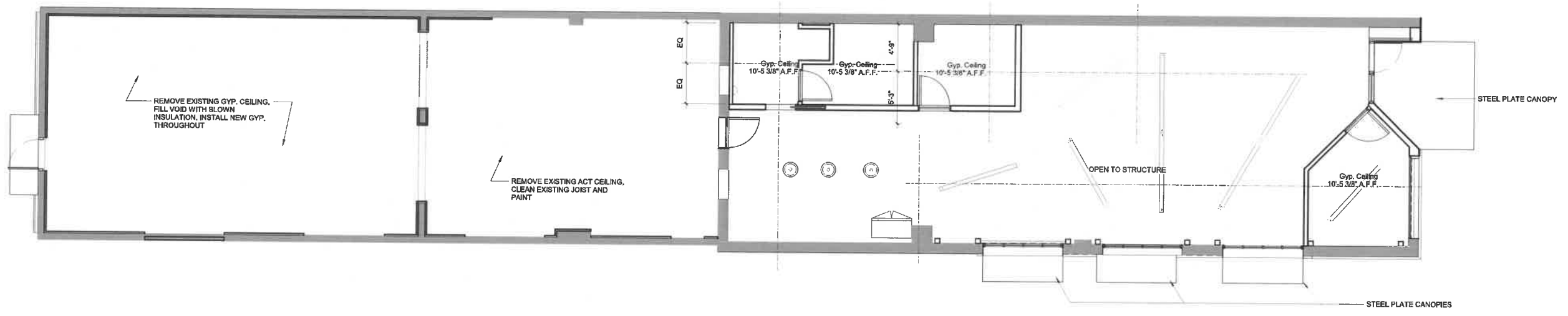
214 5TH STREET  
WEST DES MOINES, IOWA

ROOF PLAN & RCP

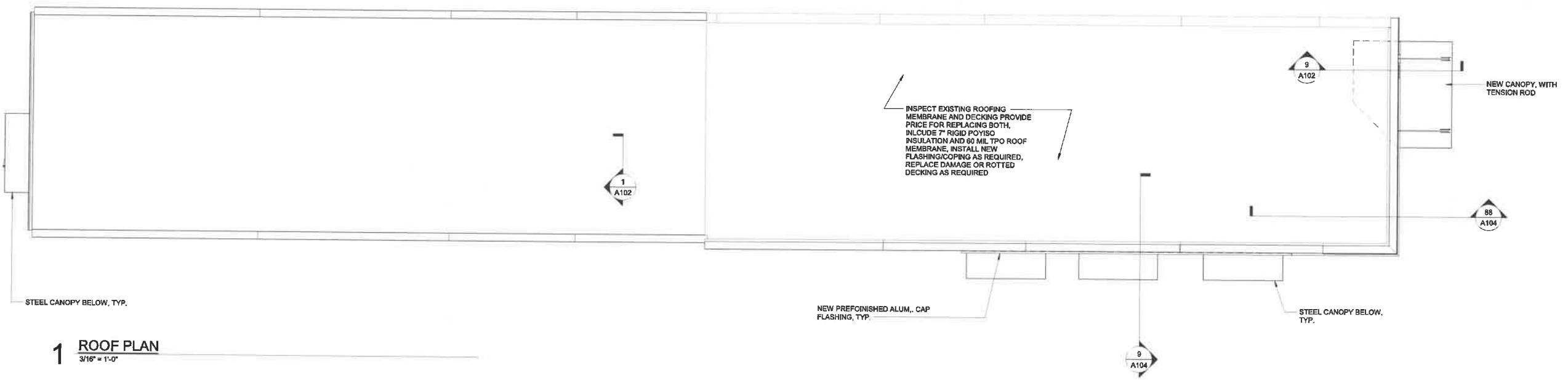
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DRAWN BY: AUTHOR	
APPROVED BY:	

FOR CONSTRUCTION

REFER TO SHEET G102 FOR ALL  
ADA MOUNTING REQUIREMENTS



**2 REFLECTED CEILING PLAN**  
3/16" = 1'-0"



**1 ROOF PLAN**  
3/16" = 1'-0"

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**THE SQUIERS STUDIO**  
ARCHITECTURE

1st STREET SW  
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wade@ss-designgroup.com

CONSULTANTS:  
**STRUCTURAL ENGINEER**

**CIVIL ENGINEER**

**MEP ENGINEER**

**PRINTED**

DATE	REMARKS
01/18/19	MINOR MOD. APPLICATION
05/24/19	MINOR MOD. APPLICATION #2
08.13.19	PERMIT ISSUE
09.16.9	MINOR MOD. REVISION #1

**Revision Schedule**

Rev#	Description	Date



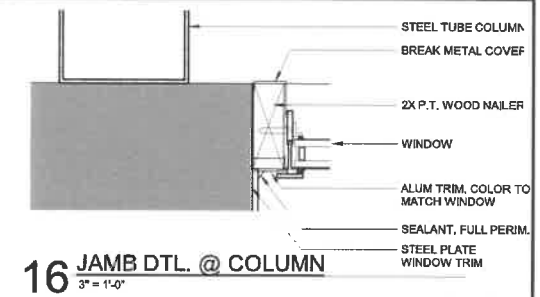
KEY PLAN

LEGACY PARTNERS OFFICE  
RENOVATION  
214.6TH STREET  
WEST DES MOINES, IOWA

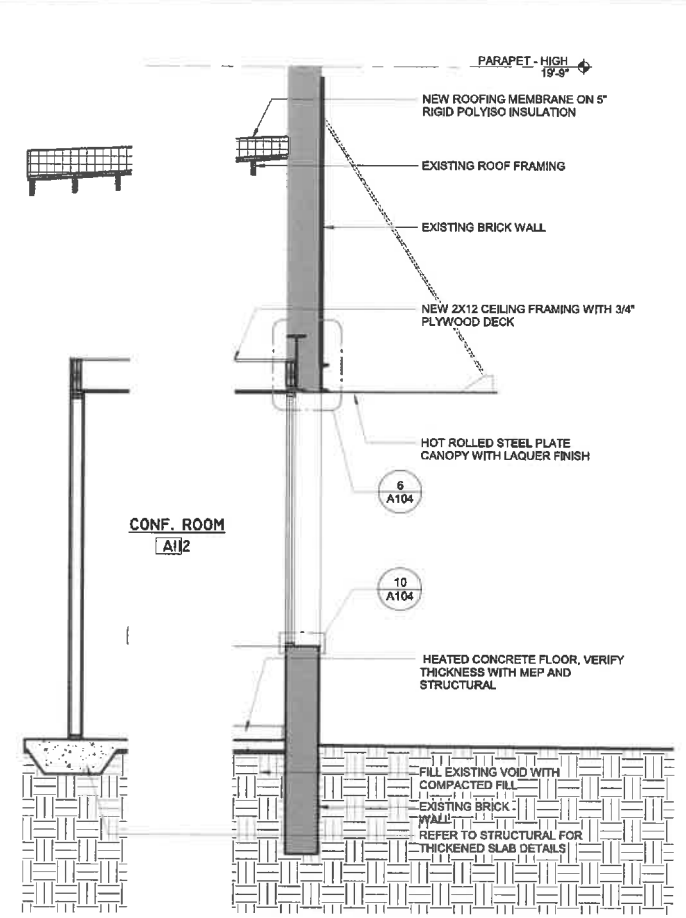
**WALL SECTIONS & MISC DETAILS**

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DRAWN BY: AUTHOR	APPROVED BY:

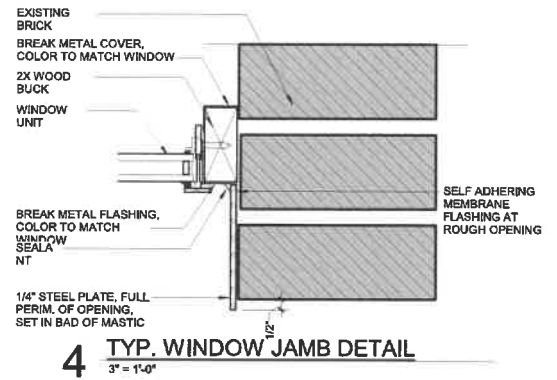
FOR CONSTRUCTION



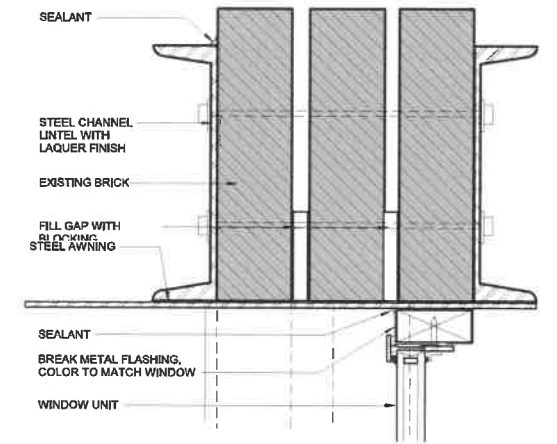
**16 JAMB DTL. @ COLUMN**  
3" = 1'-0"



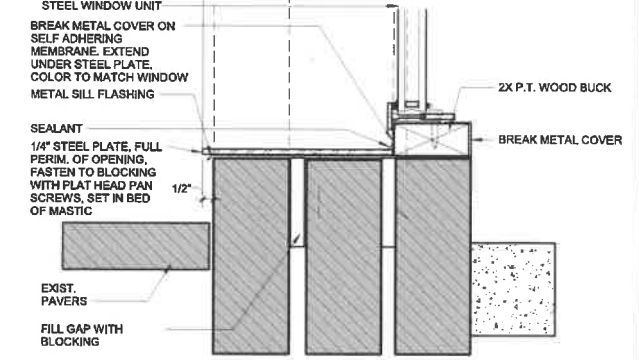
**88 WALL SECTION AT FRONT**  
3/8" = 1'-0"



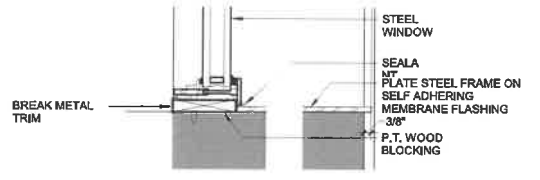
**4 TYP. WINDOW JAMB DETAIL**  
3" = 1'-0"



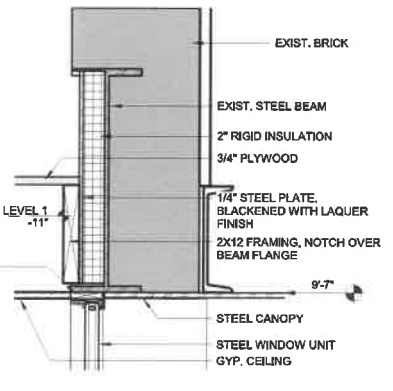
**2 TYP. WINDOW HEAD DETAIL**  
3" = 1'-0"



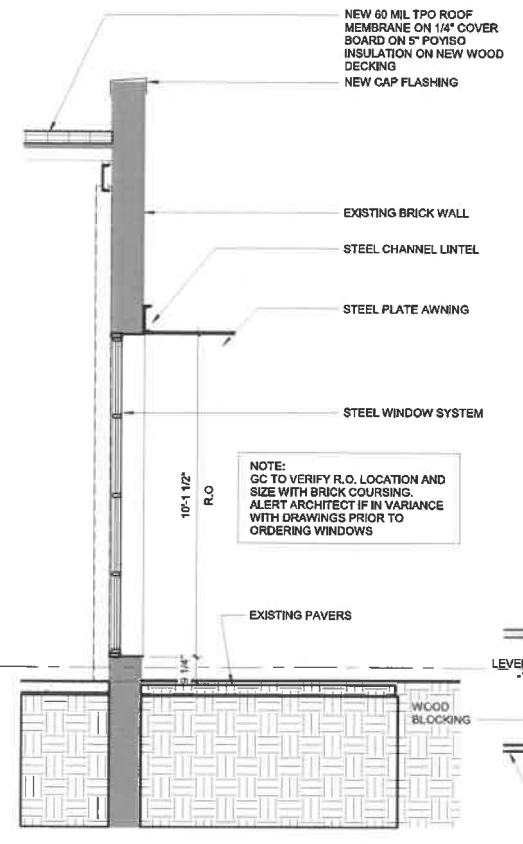
**1 TYP. WINDOW SILL DETAIL**  
3" = 1'-0"



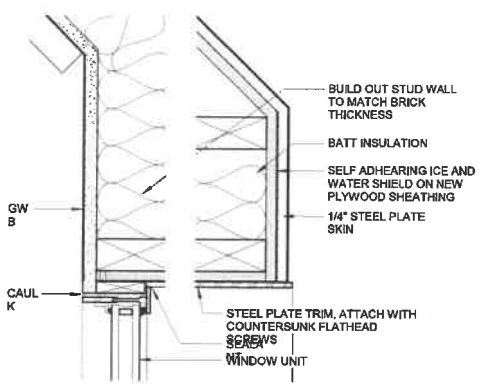
**10 FRONT WINDOW SILL**  
3" = 1'-0"



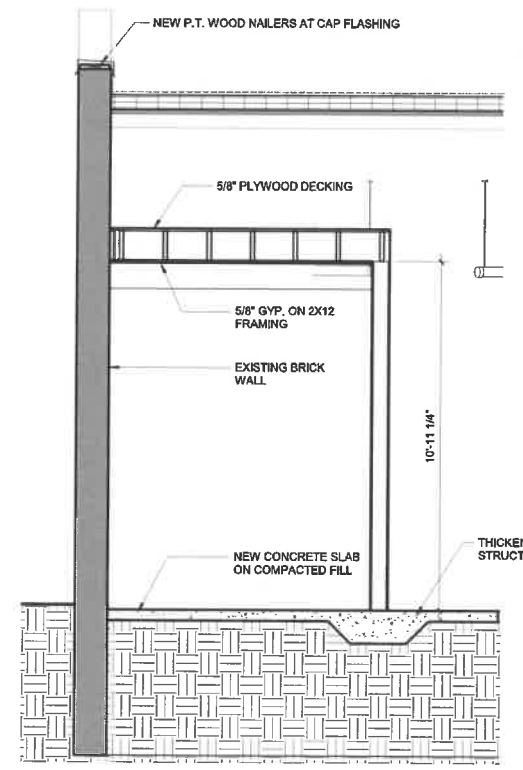
**6 FRONT WINDOW HEAD**  
1 1/2" = 1'-0"



**9 WALL SECTION @ NEW WINDOW**  
3/8" = 1'-0"



**12 FRONT WINDOW JAMB**  
3" = 1'-0"



**11 SECTION THRU CONF.**  
3/8" = 1'-0"

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**THE SQUIERS STUDIO**  
ARCHITECTURE

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CONSULTANTS:  
**STRUCTURAL ENGINEER**

**CIVIL ENGINEER**

**MEP ENGINEER**

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DATE	REMARKS
01/18/19	MINOR MOD. APPLICATION
05/24/19	MINOR MOD. APPLICATION #2
08.13.19	PERMIT ISSUE
09.16.9	MINOR MOD. REVISION #1

Revision Schedule		
Rev#	Description	Date



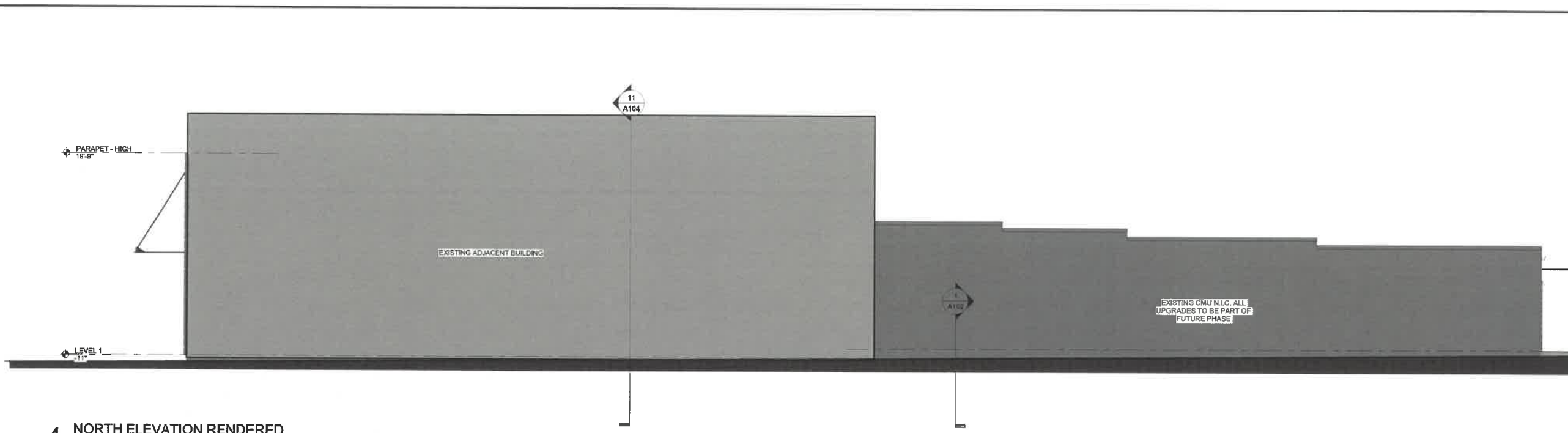
KEY PLAN

LEGACY PARTNERS OFFICE  
RENOVATION  
214 6TH STREET  
WEST DES MOINES, IOWA

RENDERED ELEVATIONS

00-000000	<b>A201</b>
DRAWN BY: AUTHOR	
APPROVED BY:	

FOR CONSTRUCTION



**4 NORTH ELEVATION RENDERED**  
3/16" = 1'-0"



**MATERIAL LEGEND**  
3/16" = 1'-0"

- STUCCO SW
- IPE WOOD
- BLACK STEEL SW 6258
- WINDOWS
- WINDOW PROFILE
- EXTERIOR WALL SCONCE

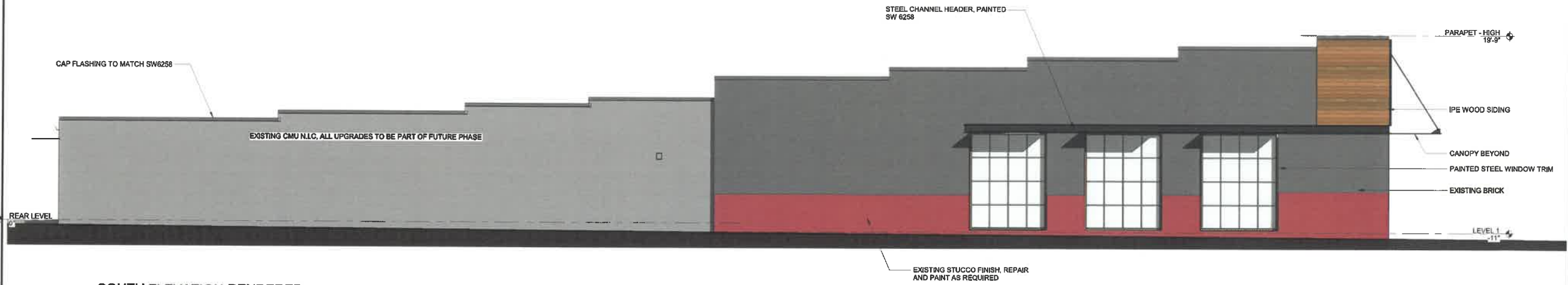
Surface will include recessed double light. Designed to handle down lighting effects for interior and exterior. Not intended for decorative lighting. All lighting applications to be approved by the local authority having jurisdiction. All lighting applications to be approved by the local authority having jurisdiction. All lighting applications to be approved by the local authority having jurisdiction. All lighting applications to be approved by the local authority having jurisdiction.



**3 EAST ELEVATION RENDERED**  
3/16" = 1'-0"



**2 WEST ELEVATION RENDERED**  
3/16" = 1'-0"



**1 SOUTH ELEVATION RENDERED**  
3/16" = 1'-0"

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THE SQUIERS STUDIO ARCHITECTURE

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CIVIL ENGINEER

MEP ENGINEER

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Revision Schedule

Table with 3 columns: Rev#, Description, Date



KEY PLAN

LEGACY PARTNERS OFFICE RENOVATION 214 5TH STREET WEST DES MOINES, IOWA SPEC

00-00000 R101 DRAWN BY: AUTHOR APPROVED BY:

FOR CONSTRUCTION

2. FINIS 4. A: Shop 1. TIME: Surface preparation: Clean surfaces after fabrication and prior to shop painting in accordance with SSPC-SP Commercial Blast 2. SHOPPING: a. Shop prime steel b. Shop prime surfaces after completion of c. Apply specified primer in accordance with manufacturer's and SSPC Painting System Specifications to thickness of 2.5 mils d. Apply shop primer within four hours after cleaning and blast occurs. Paint only in relative humidity surface temperatures of five degrees F, above dew point.

2. MATERIALS 2.1. EXTRUSIONS: 6063 alloy, T5 or T6 temper, meeting ASTM B221-08, 0.010 maximum wall thickness, 19% maximum moisture content at time of extrusion, unless otherwise specified. 2.2. SHEET: 3003-H34 alloy meeting ASTM B209-07; minimum thickness for 0.125" minimum wall thickness. Pipe sizes indicated on the drawings are Nominal Pipe Sizes. 2.3. FINISHES: 305-H34 alloy meeting ASTM B209-07; minimum thickness for 0.125" minimum wall thickness. Cold-applied, asphalt mastic meeting ASTM D199-07. 2.4. FINISHES: 305-H34 alloy meeting ASTM B209-07; minimum thickness for 0.125" minimum wall thickness. Cold-applied, asphalt mastic meeting ASTM D199-07.

1. DESIGN 2.1. DESIGN: Design, fabricate and install steel stair system. 2.2. DESIGN: Design, fabricate and install handrails and guards to resist a minimum uniform live load of 100 pounds concentrated load of 300 lbs. on a 4 sq. ft. area, with a maximum deflection of L/360; not to exceed 1/4" in any direction at any point along top, and to transfer this load through supports to concrete in place. 2.3. DESIGN: Design handrail assemblies and guards to resist a minimum uniform live load of 100 pounds per linear foot (pound per foot) applied in any direction at any point along top, and to transfer this load through supports to concrete in place.

3. REINFORCED AND GROUTED UNIT 3.1. DESIGN: Design vertical unit masonry cells to be filled to maintain continuous foundation equal to the cell width of an individual Remove mortar droppings and debris from cells. 3.2. DESIGN: Provide cleanouts at bottom of each vertical cell, at each pour cleansouts after inspection of reinforcement, before concrete unit masonry face shall. 3.3. DESIGN: Fabricate in accordance with approved shop drawings. 3.4. DESIGN: Provide dowels of same size as reinforcement at foundations as indicated on drawings. 3.5. DESIGN: Install vertical reinforcing bar positioners at top of first course, at top of wall, and at a maximum space of 192 vertical bar and bottom bar positioner.

SECTION 05 ARCHITECTURAL STEEL RAILINGS 1. SUMMARY 1.1. WORK OF THIS SECTION INCLUDES EXTERIOR STEEL RAILINGS 1.2. RELATED WORK SPECIFIED: a. Formwork b. Steel Decking c. Handrails d. Staircases e. Staircases f. Staircases g. Staircases h. Staircases i. Staircases j. Staircases k. Staircases l. Staircases m. Staircases n. Staircases o. Staircases p. Staircases q. Staircases r. Staircases s. Staircases t. Staircases u. Staircases v. Staircases w. Staircases x. Staircases y. Staircases z. Staircases



1st STREET SW MT VERNON, IOWA 52314

CONSULTANTS: STRUCTURAL ENGINEER

CIVIL ENGINEER

MEP ENGINEER

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Table with 2 columns: DATE, REMARKS. Includes entries for MINOR MOD. APPLICATION, PERMIT ISSUE, and MINOR MOD. REVISION #1.

Revision Schedule

Table with 3 columns: Rev#, Description, Date. Shows revision history for the document.



KEY PLAN

LEGACY PARTNERS OFFICE RENOVATION 214 5TH STREET WEST DES MOINES, IOWA

2 Plywood: Appropriate grade trademark of the APA. Indicate class, identification index and inspection and testing... 3 PRESERVATIVE-TREATED WOOD: Appropriate grade trademark of the APA. Indicate class, identification index and inspection and testing...

1. DELIVERY, STORAGE AND HANDLING: Deliver to the construction site in accordance with the manufacturer's instructions... 2. FINISH: Finish in accordance with the manufacturer's instructions... 3. WARRANTY: The manufacturer warrants that the materials are free of defects in material and workmanship...

1. QUALITY ASSURANCE: The contractor shall comply with the applicable standards of the American National Standards Institute (ANSI) and the International Building Code (IBC)... 2. FORMED ALUMINUM FASCIA: Formed aluminum fascia shall be installed in accordance with the manufacturer's instructions...

1. DELIVERY, STORAGE AND HANDLING: Deliver to the construction site in accordance with the manufacturer's instructions... 2. FINISH: Finish in accordance with the manufacturer's instructions... 3. WARRANTY: The manufacturer warrants that the materials are free of defects in material and workmanship...

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Revision Schedule

Table with 3 columns: Rev#, Description, Date.



Main body of the document containing detailed specifications for doors, windows, and framing. Includes sections for Installation, Quality, and Performance.

Vertical text on the left margin: SECTION 08 110000 DOORS

Vertical text on the left margin: SECTION 09 210000 WINDOWS



ADHERED STONE VENEER

**PART 1 - GENERAL**  
**1.1 SECTION INCLUDES**  
 Stone masonry adhered to cold-formed metal framing and sheathing.  
**1.3 FIELD CONDITIONS**  
 Protection of Stone Masonry: During construction, cover projections, and sills with waterproof sheathing at end of each day's work.  
**B Cold-Weather Requirements:** Do not use frozen materials or coat with ice or frost. Do not build on frozen substrates. Cold-weather construction requirements contained in ACI 500.1/ASCE 6/TMS 602.  
**2.1 Cold-Weather Cleaning:** Use liquid cleaning methods temperature is 40 deg F and above and will remain to has masonry.  
**C Hot-Weather Requirements:** Comply with hot-weather requirements ACI 500.1/ASCE 6/TMS 602.  
**PART 2 - MORTAR**  
**MAT Masonry Cement:** ASTM C 100.  
**B Colored Masonry Cement:** Mix packaged blend of mortar pigments. Mix shall produce color indicated or, if not selected from manufacturer's standard colors, pigments shall percent of masonry cement by weight.  
**C Aggregate:** ASTM C 144 and as follows:  
 1. For pointing mortar, use aggregate graded with 100 No. 16 sieve and  
 2. White Aggregates: Natural white sand or ground or other sound stone; of color necessary to produce colored mortar.  
**D Latex Additive:** Manufacturer's standard water replacement by part or all of gaging water, of type recommended by latex-additive manufacturer for use portland cement mortar bed, and not containing a retarder.  
**E Water:**  
**2.2 EMBEDDED FLASHING**  
**MAT Metal Flashing:** Provide metal flashing, where flashing is exposed and where indicated, complying with SMACNA's Metal Manual and as follows:  
 1. Stainless Steel: ASTM A 240/A 240M, Type 304.  
**B Flexible Flashing:** Use the following unless otherwise indicated:  
 1. Butyl Rubber Flashing: Composite, self-adhesive, consisting of a pliable, butyl rubber compound, high-density polyethylene film, aluminum foil, or polyisobutylene to produce an overall thickness of not less than 0.040 inch.  
**2.3 MISCELLANEOUS MASONRY**  
**AAC Expanded Metal Lath:** 3.4 lbs/sq. yd., self-furring, complying with ASTM C 847. Fabricate from structural (galvanized) steel sheet complying with ASTM A 653/A 653M.  
**2.4 MASONRY CLEANERS**  
**CAE Proprietary Acidic Cleaner:** Manufacturer's standard, designed for removing mortar and grout stains, new construction stains from stone masonry surfaces without damaging masonry surfaces; expressly approved for intended manufacturer and stone producer.  
**2.5 FABRICATION**  
**FAB Select stone to produce pieces of thickness, size, and shape indicated**  
**B Edge backs of stones for adhered veneer if more than 81/2 inches thick.**  
**C Thickness of Stone:** Provide thickness as selected.  
**D Finish exposed stone faces and edges to comply with for finish and to match approved samples.**  
**2.6 MORTAR**  
**MAT General:** Do not use admixtures unless otherwise indicated.  
 1. Do not use calcium hydroxide.  
 2. Use masonry cement mortar unless otherwise indicated.  
 3. Mixing Pointing Mortar: Thoroughly mix cementitious materials together before adding water. Then mix again enough water to produce a damp, unworkable mix that form when pressed into a ball. Maintain mortar in this condition for one to two hours. Add remaining water in until mortar reaches required consistency. Use minutes of final mixing; do not retemper or use masonry hardened.  
**B Mortar for Stone Masonry:** Comply with ASTM C 100.  
**on.1 Mortar for Setting Stone:**  
 1. Mortar for Setting Stone:  
 2. Mortar for Pointing Stone:  
**C Latex-Modified Portland Cement Setting Mortar:** portland cement, aggregate, and latex additive to latex-additive manufacturer's written instructions.  
**D Cement-Paste Bond Coat:** Mix either neat cement and sand, and water to a consistency similar to that of the 1/2" of latex-modified, portland cement setting bed. latex admixture for part or all of water, according to manufacturer's written instructions.  
**E Mortar for Scratch Coat over Metal Lath:** 1 part portland lime, 5 parts loose damp sand, and enough water to consists workable.  
**F Pigmented Mortar:** Use colored cement pigments shall not exceed 10 percent of portland cement by weight.  
**2 Pigments shall not exceed 5 percent of masonry cement by weight.**  
**PART 3 - SETTING STONE**  
**MAT Perform necessary field cutting and trimming as follows:**  
 1. Use power saws to cut stone that is fabricated with saw-cut edges.  
 2. Use hammer and chisel to split stone that is surfaced with split.  
 3. Pitch face at field-split edges as needed to match stones field split.  
**B Sort stone before it is placed in wall to remove stone that with requirements relating to aesthetic effects, physical fabrication, or that is otherwise unsuitable for intended use.**  
**C Arrange stones in broken-range ashlar pattern with uniform random lengths, and uniform joint widths.**  
**D Arrange stones with color and size variations uniformly evenly blended appearance.**  
**E Maintain uniform joint widths except for variations due to sizes and where minor variations are required to maintain any. Lay walls with joints not less than 1/4 inch at narrowest than 1 inch at widest points.**  
**F Provide sealant joints of widths and at locations indicated:**  
 1. Keep sealant joints free of mortar and other rigid materials.  
 2. Sealing joints is specified in Section 07230 "Joint Sealant".  
**G Install embedded flashing at shelf angles, lintels, ledges, and to downward flow of water in wall, and where indicated:**  
 1. At stud-framed walls, extend flashing through stone sheathing face at least 8 inches, and allow for barrier specified in another section.  
 2. At concrete and CMU backing, extend flashing masonry, turned up a minimum of 8 inches, and Reglets are specified in Section 07620 "Sheet Metal Trimming and Flashing".  
 3. Extend sheet metal flashing 1/2 inch beyond exterior, and turn flashing down to form a drip.  
 4. Install metal drip edges beneath flexible flashing at exterior wall.  
 5. Stop flexible flashing 1/2 inch back from exterior wall flexible flashing to top of metal drip edge.  
 6. Install metal flashing termination beneath flexible wall face. Stop flexible flashing 1/2 inch back from and adhere flexible flashing to top of metal flashing.  
 7. Cut flexible flashing flush with wall face after wall plying masonry.  
**H Place weep holes in joints where moisture may accumulate, shelf angles and at flashing:**  
 1. Use wicking material to form weep holes.  
 2. Space weep holes 24 inches on center.  
 3. Trim wicking material used in weep holes flush with after mortar has set.

**3.2 CONSTRUCTION**  
**VA Variation from Plumb:** For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch in 40 feet or more, corners, expansion joints, control joints, and other projections.  
**B Variation from Level:** For lines of exposed lintels, sills, grooves, and other conspicuous lines, do not exceed 1/4 inch in 10 feet or more.  
**C Variation of Lower Building Line:** For position shown in plan, do not exceed 1/2 inch in 20 feet or 3/4 inch in 40 feet or more.  
**3.3 INSTALLATION OF ADHERED STONE**  
**MAT Install flashing over sheathing and behind weather-resistive paper by fastening through sheathing into framing.**  
**B Install lath over weather-resistant sheathing paper by fastening into framing to comply with ASTM C 1083.**  
**C Install lath over unit masonry and concrete to comply with ASTM C 1083.**  
**D Install scratch coat over metal lath 3/8 inch thick to comply with ASTM C 1083.**  
**E Coat backs of stone units and face of scratch coat with coat, then butter both surfaces with setting mortar. Use mortar so a slight excess will be forced out the edges of stone are set. Tap units into place, completely filling space scratch i units and**  
**F Rake out joints for pointing with mortar to depth of not less than 1/4 inch. Rake joints to square bottoms and clean sides.**  
**3.4 POINTING**  
**PAIN Prepare stone-joint surfaces for pointing with mortar by mortar particles. Where setting mortar was removed to surrounding areas, apply pointing mortar in layers not more deep until a uniform depth is formed.**  
**B Point stone joints by placing and compacting pointing mortar more than 3/8 inch deep. Compact each layer thoroughly become thumbprint hard before applying next layer.**  
**C Tool joints, when pointing mortar is thumbprint hard, with a tool to produce the following joint profile:**  
 1. Joint Profile: Smooth, flat face recessed 1/4 inch stone (raked joint).  
**3.5 ADJUSTING AND CLEANING**  
**CAE Progress Cleaning:** Clean stone masonry as work progresses.  
**B Final Cleaning:** After mortar is thoroughly set and cured, masonry as follows:  
 1. Remove large mortar particles by hand with wooden nonmetallic scrape hoes or brushes.  
 2. Test cleaning methods on mockup; leave one-half of mockup for comparison purposes. Obtain Architect's cleaning before cleaning stone masonry.  
 3. Protect adjacent stone and nonmasonry surfaces from cleaner by covering them with liquid strippable polyethylene film, or waterproof masking tape.  
 4. Wet wall surfaces with water before applying cleaner, promptly by rinsing thoroughly with clean water.  
 5. Clean stone masonry by bucket and brush hand-detailed in SIA Technical Note No. 20, Revised II, detergent solution.

END OF SECTION



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CONSULTANTS:  
**STRUCTURAL ENGINEER**

**CIVIL ENGINEER**

**MEP ENGINEER**

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DATE	REMARKS
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05/24/19	MINOR MOD. APPLICATION #2
08.13.19	PERMIT ISSUE
09.16.19	MINOR MOD. REVISION #1

Revision Schedule		
Rev#	Description	Date



KEY PLAN

LEGACY PARTNERS OFFICE  
 RENNOVATION  
 214 5TH STREET  
 WEST DES MOINES, IOWA

SPEC

00-000000	<b>R104</b>
DRAWN BY: AUTHOR	APPROVED BY:

FOR CONSTRUCTION



Prepared by: J.B. Munford, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515) 272-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320  
Address Tax Statement to: Not applicable

**HOLD HARMLESS AGREEMENT**

This Agreement is made and entered into this 24<sup>th</sup> day of July 2019, by and between Legacy Capital Partners, Inc., an Iowa corporation ("Tenant"), ComPort LLC, an Iowa limited liability company ("Owner"), and the City of West Des Moines, Iowa, an Iowa municipal corporation ("City").

**WITNESSETH:**

**WHEREAS**, the Owner, owns a building leased by Tenant located in West Des Moines, Iowa, on property legally described as:

THE NORTH HALF OF LOT 6, BLOCK 10, EXCEPT THE WEST 6 FEET OF SAID LOT, VALLEY JUNCTION, AN OFFICIAL PLAT,  
ALL IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

**WHEREAS**, the Tenant and Owner have requested approval to install four (4) canopies ("Improvements") on a building located on the above legally-described property, locally known as 214 5th Street, West Des Moines, Iowa; and

**WHEREAS**, a portion of the Improvements will encroach upon the right of way of 5th Street and a City owned park (the "Park") located on property legally described as:

THE SOUTH HALF OF LOT 6, BLOCK 10, VALLEY JUNCTION, AN OFFICIAL PLAT,  
ALL IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

which are owned and controlled by the City; and

**WHEREAS**, the West Des Moines City Code prohibits private property improvements within the area comprising the right-of-way or City owned property without approval of the City; and

**WHEREAS**, in exchange for approval by the City to allow installation of the Improvements, the Owner and Tenant have agreed to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the City the Owner, and the Tenant, hereby agree as follows:

1. **Indemnification and Hold Harmless.** Owner and Tenant each agree to indemnify, hold harmless,

and defend the City, its officials, employees, agents, contractors, and assigns, from any and all claims, demands, causes of action, liability, loss, damage, or injury, both to person and property, arising out of, related to, or connected with any activity or placement of the Improvements above and within the City's property by the Owner or Tenant. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors and assigns. The Owner and Tenant shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action. The Owner and Tenant shall be jointly and severally liable for the costs of indemnification and defense.

Owner and Tenant understand and agree that neither shall have a right of coverage under any existing or future insurance policies owned by the City. The Owner and Tenant shall obtain and maintain insurance coverage, naming the City as an additional insured, in a commercially reasonable amount sufficient to protect the City. The Owner and Tenant also acknowledge that the City has no responsibility for any damage caused to the Owner or Tenant's property by any source. The Owner and Tenant agree the encroachment above and within the City's property is at the Owner and Tenant's own volition and assume all known or unknown risks associated with the encroachment.

This Indemnification and Hold Harmless provision is effective upon execution and shall be of indefinite duration and shall survive the termination of this Agreement.

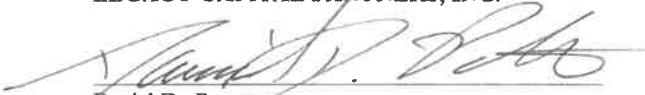
2. Placement and Removal of Improvements. Owner and Tenant shall have the right to place the Improvements in the areas identified as the 5<sup>th</sup> Street right of way or the Park on the property legally-described above, subject to all rules and regulations of the City of West Des Moines. If, as solely determined by City, removal of the Improvements becomes necessary, Owner and Tenant agree to remove the Improvements and any appurtenant structures at Owner and Tenant's expense and without compensation from the City. Owner and Tenant shall remove the aforementioned within sixty (60) days of written notice from the City.
3. Maintenance. The Owner and Tenant acknowledge and agree that each shall be responsible and liable at all times for the maintenance, repair, removal, replacement or relocation of the Improvements and that the Owner and Tenant expressly acknowledge and agree that the City shall not have any responsibility or liability for the repair, removal, replacement or relocation of the Improvements or any appurtenant structures or devices.
4. Running of Benefits and Burdens. The terms and conditions of this Agreement are binding upon the Owner and Tenant including, but not limited to, future owners, future tenants, developers, successors-in-interest, assigns, heirs, lessees, and occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the assigns, successors-in-interest, heirs, and personal representatives of the parties hereto.
5. Representations and Warranties. The Owner and Tenant covenant with the City that each has good, right, and lawful authority to make and execute this Agreement. The Owner and Tenant warrant that each will defend this Agreement against the lawful claims of all persons.
6. Jurisdiction and Venue. The Owner and Tenant agree that the district court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Agreement. The parties consent to the district court in and for Polk County, Iowa as proper venue.
7. Words and Phrases. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.
8. Parties. 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 "Tenant" shall refer to Legacy Capital Partners, Inc., successors-in-interest, assigns, heirs, lessees, and occupants if any. The term "Owner" shall refer to ComPort LLC, successors-in-interest, assigns, heirs, lessees, and occupants if any.

- 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.
- 10. Integration/Construction. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof, and no amendments or additions to this Agreement shall be binding unless in writing and executed by the Owner, Tenant, and the City. This Agreement has been fully negotiated at arms-length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.
- 11. Recording. This Agreement shall be recorded in the Office of the Polk County Recorder. Cost of recording shall be the responsibility of the Owner and Tenant.

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

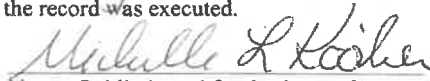
LEGACY CAPITAL PARTNERS, INC.

  
Daniel D. Porter  
President




STATE OF IOWA                    )  
  ) SS:  
COUNTY OF Polk                )

This record was acknowledged before me on this 24<sup>th</sup> day of July, 2019, by Daniel Porter as President of Legacy Capital Partners, Inc., on behalf of whom the record was executed.

  
Notary Public in and for the State of Iowa

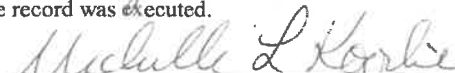
COMPORT LLC

  
Daniel D. Porter  
Member - Manager



STATE OF IOWA                    )  
  ) SS:  
COUNTY OF Polk                )

This record was acknowledged before me on this 24<sup>th</sup> day of July, 2019, by Daniel D. Porter as Member - Manager of ComPort LLC, on behalf of whom the record was executed.

  
Notary Public in and for the State of Iowa



**CITY OF WEST DES MOINES, IOWA**

\_\_\_\_\_  
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 the seal affixed to the foregoing record is the seal of said Municipal Corporation, and that said record was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council as contained in the Resolution adopted under Roll Call 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 Public in and for the State of Iowa

Prepared by: J.B. Munford, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515) 222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320  
Address Tax Statement to: Not applicable

**TEMPORARY SETBACK NO BUILD EASEMENT AGREEMENT**

**KNOW TO ALL MEN BY THESE PRESENTS:**

1. Grant of Easement.

The City of West Des Moines, Iowa, a municipal corporation ("Grantor"), owner of the South Half Of Lot 6, Block 10, Valley Junction, an official plat in and forming a part of the City of West Des Moines, Polk County, Iowa, 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 ComPort LLC, an Iowa limited liability company ("Grantee"), a temporary setback easement ("Easement") upon, over, under, through, and across the real property legally described as:

**THE NORTH FIFTEEN FEET OF THE SOUTH HALF OF LOT 6, BLOCK 10, VALLEY JUNCTION, AN  
OFFICIAL PLAT,  
ALL IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA**

2. Use and Purpose of Easement.

This Easement shall be granted for the limited purpose of maintaining separation between buildings, more specifically any structures existing or to be constructed on the South Half of Lot 6, Block 10, Valley Junction. It has been determined that said separation does effectively provide the minimum distance between structures to allow non-fire rated construction outlined in the 2015 International Building Code, as adopted by the City of West Des Moines. It has been further determined that said property also provides desirable open space which benefits the surrounding neighborhood area from an aesthetic and land use transition viewpoint. Said Easement shall be subject to the following terms and conditions:

- a) The Grantee shall have no right to use the Easement area for any other purpose other than the maintenance of separation between buildings.
- b) This Easement may be terminated by Grantor for any reason by written notice to Grantee at least one hundred eighty (180) days prior to termination of the Easement.
- c) The Grantor shall be responsible for the routine maintenance of the Easement area.

3. Hold Harmless.

The Grantee agrees to indemnify, defend, and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantee arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

4. Running of Benefits and Burdens.

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

5. Jurisdiction and Venue.

The parties agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and 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 "Grantor" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantee" shall refer to ComPort LLC, an Iowa limited liability company ("Owner"), their heirs, 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.

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

COMPORT LLC


*[Handwritten Signature]*  
Daniel D. Porter  
Member - Manager

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF Polk                    )





This record was acknowledged before me on this 20<sup>th</sup> day of July, 2019, by Danial Porter, Member-Manager of ComPort LLC, on behalf of whom this record was executed.

  
Notary Public in and for the State of Iowa

**CITY OF WEST DES MOINES, IOWA**

\_\_\_\_\_  
Steven K. Gaer, Mayor

Attest:

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