

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: November 4, 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**
 - a. "Key to the City" Presentation - Claudia Henning, Youth Justice Initiative
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of October 21, 2019 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - Renewal
 2. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - Renewal
 3. LVP SHS Des Moines Holding Corp. d/b/a Springhill Suites Hotel, 1236 Jordan Creek Parkway - Class BC Permit with Sunday Sales - Renewal
 4. Target Corporation d/b/a Target Store T-0069, 1800 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 - d. Motion - Approval of Change Orders:
 1. MidAmerican Energy RecPlex - Grading and Site Utilities
 2. Veterans Parkway, SE 50th Street to SW 60th Street, #4
 3. Booneville Road Reconstruction, South 88th Street to west of South 100th Street, #5
 - e. Resolution - Accept Work:
 1. 2017 Intake Repair Program
 2. Grand Avenue Trail Improvements, Fuller Road to Jordan Creek
 3. Kiwanis Park Shelter

- f. Resolution - Approval to Initiate Development Agreement - Junction House 329, LLC
- g. Resolution - Establish Public Hearing - Amendment #1 to Historic West Des Moines Urban Renewal Area
- h. Resolution - Approval of Participating Provider Agreement - Iowa Total Care, Inc.
- i. Proclamation - Recognition of Claudia Henning

5. Old Business

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

- a. Midtown Redevelopment, east side of 8th Street (1221 to 1261) - Establish a Planned Unit Development (PUD) to Allow Development of a Vertical Commercial and Residential Mixed-Use Development - Jarcor, LLC (Continued from October 21, 2019)
 - 1. Ordinance - Approval of First Reading
- b. Agreement for Private Development - Bryken, LLC, Martin's Flag Company, LLC and Quill & Nib, LLC
 - 1. Resolution - Approval of Agreement
- c. Vacation of a Portion of Former SE 11th Street as a Public Street and Termination of Public Street Right of Way Easement - City Initiated
 - 1. Resolution - Approval of Vacation and Termination of Public Street Right of Way Easement

7. New Business

- a. Scheels Warehouse, 175 South 9th Street, Building 300 - Approval of Site Plan to Construct a 30,000 sq. ft. Warehouse - Scheels All-Sports, Inc.
 - 1. Resolution - Approval of Site Plan and Approval and Acceptance of Sanitary Sewer Easement
- b. Jordan Creek Urban Renewal Area - Terminate the Urban Renewal Area and Repeal Ordinance Nos. 1414, 1559, 2203, and 2313 - City Initiated
 - 1. Resolution - Approval to Terminate the Urban Renewal Area
 - 2. Ordinance - Approval of First Reading
- c. Excess Property Related to the Grand Prairie Parkway Improvements Project - Three Plats of Survey to Create Three Parcels for Transfer of Ownership - City Initiated
 - 1. Resolution - Approval and Release of Three Plats of Survey

8. Receive, File and/or Refer

9. Other Matters

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

October 21, 2019

West Des Moines City Council Proceedings
Monday, October 21, 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, October 21, 2019 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 19-492: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

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

Council member Hardman reported she attended the Fire Department pancake breakfast, and she congratulated Fire Chief Craig Leu and his staff for putting on a successful event.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of October 7, 2019 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Aldi, Inc. d/b/a Aldi, Inc. #40, 6050 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 - 2. Firebirds of West Des Moines, LLC d/b/a Firebirds Wood Fired Grill, 440 South 68th Street, Suite 101 - Class LC Liquor License with Sunday Sales - Renewal
 - 3. Hy-Vee, Inc., d/b/a Hy-Vee Gas, 7280 University Avenue - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 - 4. Tap This Concessions, LLC d/b/a Iowa Craft Beer Tent, 101 Jordan Creek Parkway, Suite 12350 - Class BC Beer Permit with Sunday Sales - New
 - 5. 52 Gracedieu DBA Memory Lane Antiques, LLC d/b/a Memory Lane Antiques Collectibles & Gifts, 208 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 - 6. Pho Shobu, LLC d/b/a Pho Shobu, 8950 University Avenue, Suite 103 - Class LC Liquor License with Sunday Sales - Renewal
- d. Approval of Appointments:
 - 1. Human Rights Commission

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2. Human Services Advisory Board
- e. Approval to Purchase Heavy Duty Vehicle Lifts
- f. Approval of Change Orders:
 1. MidAmerican Energy RecPlex - Grading and Site Utilities, #2
 2. City Hall Renovations, #11
- g. Acknowledgement and Acceptance of Recently Re-Established Administrative Policies
- h. Approval to Purchase Building Materials - MidAmerican Energy RecPlex
- i. Approval of Revised Petty Cash Levels
- j. Approval of Interfund Transfers
- k. Approval to Waive Building Permit Fees - MidAmerican Energy RecPlex
- l. Order Construction - 2019 Sanitary Sewer Cleaning and Televising Program
- m. Approval of Professional Services Agreement - Commerce Area Drainage Study
- n. Accept Public Improvements:
 1. Elevate at Jordan Creek
 2. Campiello Point
 3. Westown Parkway Plaza Lot 2 - Unity Point Sanitary Sewer
- o. Approval and Acceptance of Easements and Agreements and Conveyance of Temporary Construction and Grading Easement - Grand Living, 540 South 51st Street
- p. Approval of Claim for Reimbursement for Driveway at 1105 South 60th Street - South 60th Street Improvements, Phase 2 - Pheasant Ridge Drive to Mills Civic Parkway
- q. Approval of Agreement Regarding the Construction of Public Roadway Improvements at South 88th Street and Mills Civic Parkway - MidWestOne
- r. Approval and Acceptance of Property Interests - City Entrance Enhancements Project
- s. Proclamation - Extra Mile Day - November 1, 2019

Vote 19-493: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(a) The Preserve, generally south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway - Establish The Preserve Planned Unit Development (PUD) and Agricultural/Open Space Zoning, initiated by Raccoon River Land Company, LLC

It was moved by Trevillyan, second by Hardman to consider the second reading of the ordinance (zoning change).

Vote 19-494: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Hardman to approve the second reading of the ordinance (zoning change).

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Vote 19-495: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 19-496: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trevillyan, second by Trimble to consider the second reading of the ordinance (PUD).

Vote 19-497: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Trimble to approve the second reading of the ordinance (PUD).

Vote 19-498: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trevillyan, second by Trimble to waive the third reading and adopt the ordinance in final form (PUD).

Vote 19-499: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(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, initiated by Ryan Companies US, Inc.

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

Vote 19-500: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

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Vote 19-501: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 19-502: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(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, initiated by the City of West Des Moines

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

Vote 19-503: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-504: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 19-505: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(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, initiated by the City of West Des Moines

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

Vote 19-506: 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 Trevillyan to approve the second reading of the ordinance.

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Vote 19-507: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 19-508: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Midtown Redevelopment, east side of 8th Street (1221 to 1261) - Establish a Planned Unit Development (PUD) to Allow Development of a Vertical Commercial and Residential Mixed-Use Development, initiated by Jarcor, LLC

It was moved by Trevillyan, second by Trimble to adopt Motion - Continue Public Hearing to November 4, 2019.

Vote 19-509: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by The Iowa Clinic West Lakes I, LLC and The Iowa Clinic, P.C. (Continued from September 3, 2019, September 16, 2019, and October 7, 2019). He asked for the date the notice was published and the City Clerk indicated the notice was published on August 23, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by Mickelson to adopt Resolution - Approval of Agreement.

Vote 19-510: 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 Agreement for Private Development, initiated by High Water Investments, LLC and Nan's Nummies, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 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.

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It was moved by Hardman, second by Trevillyan to adopt Resolution - Approval of Agreement.

Vote 19-511: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Nature Lodge HVAC Replacement, Roof Repairs and Exterior 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 October 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 Trevillyan to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Lang Construction Group, LLC.

Vote 19-512: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Mill Ridge Plat 4, northwest corner of South 88th Street and Sugar Creek Drive - Subdivide the Property into 70 Lots and Seven Outlots for a Townhome Development, initiated by Mill Ridge Homes, LLC

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

Vote 19-513: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) 214 5th Street Facade - Approval of Building Remodel for an Office Use, initiated by Legacy Capital Partners

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

Vote 19-514: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8(a) Mark Hillenbrand Resignation - Human Rights Commission - Received and Filed

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On Item 8(b) Chris Aldinger Resignation - Human Services Advisory Board - Received and Filed

On Item 8(c) Jered Rogers Resignation - Human Services Advisory Board - Received and Filed

On Item 9 - Other Matters: none

The meeting was adjourned at 5:42 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: November 4, 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	11/04/2019	\$ 2,294,413.43
EFT Claims	11/04/2019	\$ 1,841,920.45
Control Pay	11/04/2019	\$ 114,464.03
End of Month & Off-Cycle	10/08/19 to 11/17/19	\$358,848.07

RECOMMENDATION: Move to approve Bill Lists as presented.

Lead Staff Member: Tim Stiles, Finance Director *TS*

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>(KS)</i>

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	11/04/2019	314556	Accounts Payable	
Check	11/04/2019	314557	ABSOLUTE CONCRETE CONSTRUCTION INC	475,654.04
Check	11/04/2019	314558	ADP SCREENING & SELECTION SVCS	233.01
Check	11/04/2019	314559	AG SOURCE COOPERATIVE SERVICES	196.48
Check	11/04/2019	314560	AGRILAND FS INC	478.20
Check	11/04/2019	314561	ALL AUTO GLASS	180.00
Check	11/04/2019	314562	ALLIANCE CONSTRUCTION GROUP LLC	51,360.41
Check	11/04/2019	314563	AMERICAN SECURITY LLC	3,273.16
Check	11/04/2019	314564	ASCAP	709.00
Check	11/04/2019	314565	AT&T MOBILITY	6,497.87
Check	11/04/2019	314566	BELLER DISTRIBUTING, LLC	546.16
Check	11/04/2019	314566	BOLTON & MENK INC	30,532.50
Check	11/04/2019	314567	BOMGAARS SUPPLY INC	103.96
Check	11/04/2019	314568	BOOT BARN INC	498.02
Check	11/04/2019	314569	BOOT TREE MEDICAL LLC	4,011.79
Check	11/04/2019	314570	BRIGHT & CLEAR SOLUTIONS INC	730.00
Check	11/04/2019	314571	BUELOW, LISA	368.00
Check	11/04/2019	314572	BULLDOG TARGETS	2,541.28
Check	11/04/2019	314573	BUSINESS MANAGEMENT DAILY	499.00
Check	11/04/2019	314574	CAMPBELL, MEREDITH	138.00
Check	11/04/2019	314575	CENTRAL IOWA READY-MIX	160.00
Check	11/04/2019	314576	CEREBRAL GROUP LLC	159,461.04
Check	11/04/2019	314577	CITY OF BOONE	3,932.50
Check	11/04/2019	314578	CITY OF URBANDALE	1,291.61
Check	11/04/2019	314579	CLARK, JAYLA	465.00
Check	11/04/2019	314580	CLIFF GARTEN AND ASSOCIATES INC	18,800.00
Check	11/04/2019	314581	COLORBLEND WHOLESALE FLOWER	340.40
Check	11/04/2019	314582	CONCRETE CONNECTION LLC	60,586.25
Check	11/04/2019	314583	CONCRETE TECHNOLOGIES INC	44,319.95
Check	11/04/2019	314584	CONSTRUCTION & AGGREGATE PRODUCTS INC	458.42
Check	11/04/2019	314585	CONSTRUCTION MATERIALS INC	679.75
Check	11/04/2019	314586	CONTRACT SPECIALTY	203.00
Check	11/04/2019	314587	CONTRACTOR SALES AND SERVICE	617.10

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/04/2019	314588	Accounts Payable	CONTRACTORS PLUMBING	38.80
Check	11/04/2019	314589	Accounts Payable	CORE STRUCTURAL SERVICES LLC	2,000.00
Check	11/04/2019	314590	Accounts Payable	CORELL CONTRACTOR INC	4,800.00
Check	11/04/2019	314591	Accounts Payable	CREATIVE GENIUSES	514.80
Check	11/04/2019	314592	Accounts Payable	CTI READY MIX LLC	7,861.00
Check	11/04/2019	314593	Accounts Payable	CUSTOM AWARDS & EMBROIDERY INC	65.00
Check	11/04/2019	314594	Accounts Payable	D G CONCRETE CONSTRUCTION	200.00
Check	11/04/2019	314595	Accounts Payable	DAVIS BROWN LAW FIRM	546.00
Check	11/04/2019	314596	Accounts Payable	DAVIS BROWN LAW FIRM	10,281.50
Check	11/04/2019	314597	Accounts Payable	DEPT OF PUBLIC DEFENSE	375.00
Check	11/04/2019	314598	Accounts Payable	DES MOINES WATER WORKS	48.00
Check	11/04/2019	314599	Accounts Payable	DIGITAL INTELLIGENCE INC	555.00
Check	11/04/2019	314600	Accounts Payable	ESS BROTHERS AND SONS INC	2,797.40
Check	11/04/2019	314601	Accounts Payable	FARNSWORTH GROUP INC	6,774.41
Check	11/04/2019	314602	Accounts Payable	FASTENAL COMPANY	20.09
Check	11/04/2019	314603	Accounts Payable	FERGUSON, JULIE	437.00
Check	11/04/2019	314604	Accounts Payable	GALLAGHER BENEFIT SERVICES INC	1,050.00
Check	11/04/2019	314605	Accounts Payable	GENERAL TRAFFIC CONTROLS INC	4,400.00
Check	11/04/2019	314606	Accounts Payable	GENUS LANDSCAPE ARCHITECTS	1,932.80
Check	11/04/2019	314607	Accounts Payable	GRIMES ASPHALT & PAVING	856.18
Check	11/04/2019	314608	Accounts Payable	HAWKEYE TRUCK EQUIPMENT	2,050.00
Check	11/04/2019	314609	Accounts Payable	HEALTH COMMUNICATIONS INC	337.13
Check	11/04/2019	314610	Accounts Payable	HERBERGER CONSTRUCTION	10,324.60
Check	11/04/2019	314611	Accounts Payable	HILLTOP TIRE SERVICE	201.94
Check	11/04/2019	314612	Accounts Payable	HOLLENSBE, BRANT	400.00
Check	11/04/2019	314613	Accounts Payable	HOLMES MURPHY AND ASSOCIATES LLC	10,910.00
Check	11/04/2019	314614	Accounts Payable	HOME DEPOT CREDIT SERVICES	304.47
Check	11/04/2019	314615	Accounts Payable	HY VEE INC	516.38
Check	11/04/2019	314616	Accounts Payable	ICMA MEMBERSHIP RENEWALS	1,306.69
Check	11/04/2019	314617	Accounts Payable	IOWA CIVIL CONTRACTING INC	315,439.09
Check	11/04/2019	314618	Accounts Payable	IOWA MUNICIPAL ATTORNEYS ASSOC	235.00
Check	11/04/2019	314619	Accounts Payable	IOWA ONE CALL	1,179.00
Check	11/04/2019	314620	Accounts Payable	IOWA SIGNAL INC	6,273.00
Check	11/04/2019	314621	Accounts Payable	ITSAVY LLC	256.69

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/04/2019	314622	Accounts Payable	J&K CONTRACTING LLC	13,637.40
Check	11/04/2019	314623	Accounts Payable	JACOBSEN AUTO BODY	2,538.32
Check	11/04/2019	314624	Accounts Payable	JAS CONSTRUCTION LLC	1,128.13
Check	11/04/2019	314625	Accounts Payable	JCG LAND SERVICES INC	558.65
Check	11/04/2019	314626	Accounts Payable	JM IMPRESSIONS ART & DESIGN	3,840.00
Check	11/04/2019	314627	Accounts Payable	JOHNSON CONTROLS LP- IL	859.00
Check	11/04/2019	314628	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	371.25
Check	11/04/2019	314629	Accounts Payable	KLAHN , RICHARD	161.00
Check	11/04/2019	314630	Accounts Payable	LACINA , WENDY	345.00
Check	11/04/2019	314631	Accounts Payable	LEACHMAN LUMBER COMPANY	4,392.00
Check	11/04/2019	314632	Accounts Payable	LEADS ONLINE LLC	4,870.00
Check	11/04/2019	314633	Accounts Payable	LOGOED APPAREL & PROMOTIONS	57.65
Check	11/04/2019	314634	Accounts Payable	LOMBARD , KINSEY	92.00
Check	11/04/2019	314635	Accounts Payable	LOWE'S HOME CENTER INC	1,134.92
Check	11/04/2019	314636	Accounts Payable	LT LEON ASSOCIATES, INC	1,000.00
Check	11/04/2019	314637	Accounts Payable	M&M COMMERCIAL CLEANING	2,069.94
Check	11/04/2019	314638	Accounts Payable	MACQUEEN EQUIPMENT LLC	461.97
Check	11/04/2019	314639	Accounts Payable	MADISON COUNTY TREASURER	202.00
Check	11/04/2019	314640	Accounts Payable	MERRITT COMPANY INC	1,907.00
Check	11/04/2019	314641	Accounts Payable	MID AMERICAN SIGNAL INC	6,563.00
Check	11/04/2019	314642	Accounts Payable	MIDAMERICAN ENERGY	14.28
Check	11/04/2019	314643	Accounts Payable	MIDAMERICAN ENERGY	4,839.69
Check	11/04/2019	314644	Accounts Payable	MIDAMERICAN ENERGY	22,928.23
Check	11/04/2019	314645	Accounts Payable	MIDAMERICAN ENERGY	2,966.39
Check	11/04/2019	314646	Accounts Payable	MIDAMERICAN ENERGY	58,050.94
Check	11/04/2019	314647	Accounts Payable	MIDAMERICAN ENERGY	1,286.90
Check	11/04/2019	314648	Accounts Payable	MIDAMERICAN- DM-WDM TL	43.00
Check	11/04/2019	314649	Accounts Payable	MIDAMERICAN- DM-WDM TL	33.00
Check	11/04/2019	314650	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	604.31
Check	11/04/2019	314651	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	148.01
Check	11/04/2019	314652	Accounts Payable	MIDWEST BREATHING AIR LLC	3,304.78
Check	11/04/2019	314653	Accounts Payable	MISTER CAR WASH	117.50
Check	11/04/2019	314654	Accounts Payable	MNM CONCRETE SPECIALIST	49,853.15
Check	11/04/2019	314655	Accounts Payable	MONGAN PAINTING CO INC	34,554.00
Check	11/04/2019	314656	Accounts Payable	MTI DISTRIBUTING, INC.	1,056.24

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

Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/04/2019	314657	MUNICIPAL SUPPLY INC	1,054.50
Check	11/04/2019	314658	NAGLE SIGNS INC	255,610.80
Check	11/04/2019	314659	NATIONAL EMERGENCY NUMBER ASSN	1,495.00
Check	11/04/2019	314660	NORTHERN TOOL & EQUIPMENT	146.79
Check	11/04/2019	314661	O'HALLORAN INTERNATIONAL INC	86.42
Check	11/04/2019	314662	OLSSON ASSOCIATES INC	18,421.70
Check	11/04/2019	314663	OPN ARCHITECTS	20,985.00
Check	11/04/2019	314664	PALMER GROUP	3,760.85
Check	11/04/2019	314665	PER MAR SECURITY	939.60
Check	11/04/2019	314666	POLK COUNTY PUBLIC WORKS	125.00
Check	11/04/2019	314667	POLK COUNTY RECORDER	167.00
Check	11/04/2019	314668	POLK COUNTY TREASURER	150.00
Check	11/04/2019	314669	RESOURCE CONSULTING ENGINEERS	4,590.00
Check	11/04/2019	314670	ROBERT HALF TECHNOLOGY	5,462.34
Check	11/04/2019	314671	ROUNDED MINDS INC	2,988.00
Check	11/04/2019	314672	ROWAT CUT STONE & MARBLE CO	332.50
Check	11/04/2019	314673	SANDRY FIRE SUPPLY LLC	61.35
Check	11/04/2019	314674	SCHEELS ALL SPORTS INC	103.98
Check	11/04/2019	314675	SEH INC	11,348.57
Check	11/04/2019	314676	SHIFT-CALENDARS INC	79.70
Check	11/04/2019	314677	SITE SELECTOR GUILD INC	2,000.00
Check	11/04/2019	314678	SIXTA , ANDREW	322.00
Check	11/04/2019	314679	SOLIS CONCRETE	400.00
Check	11/04/2019	314680	SOUTHWEST POLK WATER SERVICE INC	21.00
Check	11/04/2019	314681	SPRINT	279.93
Check	11/04/2019	314682	STAPLES CONTRACT & COMMERCIAL LLC	17,055.36
Check	11/04/2019	314683	STORAGE MART 1052	542.97
Check	11/04/2019	314684	STUDIO MELEE	9,245.00
Check	11/04/2019	314685	TERRY'S QUALITY CONCRETE	200.00
Check	11/04/2019	314686	TESKA ASSOCIATES INC	1,425.00
Check	11/04/2019	314687	THE CONCRETE COMPANY INC	46,211.11
Check	11/04/2019	314688	TRAGESSER , KARA	590.40
Check	11/04/2019	314689	TRUE VALUE & V&S VARIETY STORE	277.39
Check	11/04/2019	314690	UNITED SEEDS INC	97.50

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/04/2019	314691	Accounts Payable	VEENSTRA & KIMM INC	1,430.00
Check	11/04/2019	314692	Accounts Payable	VERIZON WIRELESS	4,661.93
Check	11/04/2019	314693	Accounts Payable	VETTER EQUIPMENT	815.25
Check	11/04/2019	314694	Accounts Payable	VISION SERVICE PLAN	510.39
Check	11/04/2019	314695	Accounts Payable	WATCHGUARD INC	2,975.00
Check	11/04/2019	314696	Accounts Payable	WATER'S EDGE AQUATIC DESIGN LLC	900.00
Check	11/04/2019	314697	Accounts Payable	WIN WATCH LLC	270.18
Check	11/04/2019	314698	Accounts Payable	ZIEGLER INC	22.62
Check	11/04/2019	314699	Accounts Payable	BOWEN, GARY	2,885.00
Check	11/04/2019	314700	Accounts Payable	AMERICAN BUILDINGS COMPANY	382,163.78
Check	11/04/2019	314701	Accounts Payable	SECRETARY OF STATE	60.00
EFT	11/04/2019	3780	Accounts Payable	ABC ELECTRICAL SERVICES LLC	12,036.70
EFT	11/04/2019	3781	Accounts Payable	AECOM TECHNICAL SERVICES INC	23,122.15
EFT	11/04/2019	3782	Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	7,333.21
EFT	11/04/2019	3783	Accounts Payable	ALL MAKES OFFICE INTERIORS	13,988.29
EFT	11/04/2019	3784	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	817.23
EFT	11/04/2019	3785	Accounts Payable	BAUER BUILT	1,415.76
EFT	11/04/2019	3786	Accounts Payable	BRANDENBURG, MARK	17.46
EFT	11/04/2019	3787	Accounts Payable	BROWNELLS INC	276.05
EFT	11/04/2019	3788	Accounts Payable	CDW GOVERNMENT INC	6,285.83
EFT	11/04/2019	3789	Accounts Payable	CORNWELL, MADISON	590.00
EFT	11/04/2019	3790	Accounts Payable	DES MOINES ASPHALT & PAVING	57,059.98
EFT	11/04/2019	3791	Accounts Payable	DEVROOMEN BULB COMPANY	224.75
EFT	11/04/2019	3792	Accounts Payable	ELDER CORPORATION	29,203.00
EFT	11/04/2019	3793	Accounts Payable	EXCEL MECHANICAL INC	24,913.83
EFT	11/04/2019	3794	Accounts Payable	FACTORY MOTOR PARTS CO.	1,275.17
EFT	11/04/2019	3795	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	47,875.01
EFT	11/04/2019	3796	Accounts Payable	HEADLEY, NATHAN	500.00
EFT	11/04/2019	3797	Accounts Payable	HOME INC	11,379.00
EFT	11/04/2019	3798	Accounts Payable	HR GREEN CO	16,109.88
EFT	11/04/2019	3799	Accounts Payable	INGERSOLL-RAND CO	583.51
EFT	11/04/2019	3800	Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL	952.00
EFT	11/04/2019	3801	Accounts Payable	IOWA DEPARTMENT OF PUBLIC SAFETY	2,076.00

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

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	11/04/2019	3802	Accounts Payable	JACOBSON , RYAN	66.12
EFT	11/04/2019	3803	Accounts Payable	KECK ENERGY	24,220.44
EFT	11/04/2019	3804	Accounts Payable	KELTEK INC	10,467.02
EFT	11/04/2019	3805	Accounts Payable	KIRKHAM MICHAEL & ASSOC	14,231.18
EFT	11/04/2019	3806	Accounts Payable	KNUDSEN , CHRIS	23.20
EFT	11/04/2019	3807	Accounts Payable	KRONOS SAASHR INC	6,538.55
EFT	11/04/2019	3808	Accounts Payable	MAYROSE , ASHLEY	590.00
EFT	11/04/2019	3809	Accounts Payable	MCANINCH CORPORATION	1,456,661.11
EFT	11/04/2019	3810	Accounts Payable	MCCUBBIN , COURTNEY	366.00
EFT	11/04/2019	3811	Accounts Payable	MENKE , JOE	26.68
EFT	11/04/2019	3812	Accounts Payable	MID IOWA PETROLEUM EQUIPMENT LLC	386.35
EFT	11/04/2019	3813	Accounts Payable	MIDWEST WHEEL	768.05
EFT	11/04/2019	3814	Accounts Payable	MOBOTREX INC	1,920.00
EFT	11/04/2019	3815	Accounts Payable	PARKER , SATONIUS	182.00
EFT	11/04/2019	3816	Accounts Payable	PFM FINANCIAL ADVISORS LLC	2,500.00
EFT	11/04/2019	3817	Accounts Payable	SHIELDS , CHARLES	138.00
EFT	11/04/2019	3818	Accounts Payable	SHIVE-HATTERY INC	48,128.90
EFT	11/04/2019	3819	Accounts Payable	SWEEDEN , MOLLY	590.00
EFT	11/04/2019	3820	Accounts Payable	SWEETALLA , SCOTT	4.64
EFT	11/04/2019	3821	Accounts Payable	SWINTON , ASHLEE	817.50
EFT	11/04/2019	3822	Accounts Payable	TYLER TECHNOLOGIES INC	14,606.00
EFT	11/04/2019	3823	Accounts Payable	WATSON , JAMES	79.00
EFT	11/04/2019	3824	Accounts Payable	WEST DES MOINES WATER WORKS	10.90
EFT	11/04/2019	3825	Accounts Payable	WHITSELL , MICHAEL	137.50
EFT	11/04/2019	3826	Accounts Payable	SCHEMMEL , LINDA	426.50
WB VENDOR DISB WB Vendor Disbursement Totals:					\$4,136,333.88
Transactions: 193					
Checks: 146					\$2,294,413.43
EFTs: 47					\$1,841,920.45

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	11/04/2019	4553	Accounts Payable	ARAMARK UNIFORM SERVICES	990.87
EFT	11/04/2019	4554	Accounts Payable	ATC GROUP SERVICES LLC	400.00
EFT	11/04/2019	4555	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,138.72
EFT	11/04/2019	4556	Accounts Payable	CLIVE POWER EQUIPMENT	232.75
EFT	11/04/2019	4557	Accounts Payable	COMPETITIVE EDGE	3,125.07
EFT	11/04/2019	4558	Accounts Payable	DES MOINES REGISTER MEDIA	1,947.09
EFT	11/04/2019	4559	Accounts Payable	DES MOINES STAMP MFG CO	120.80
EFT	11/04/2019	4560	Accounts Payable	ELECTRONIC ENGINEERING	50.00
EFT	11/04/2019	4561	Accounts Payable	FERGUSON ENTERPRISES INC 226	295.55
EFT	11/04/2019	4562	Accounts Payable	FREEDOM TIRE & AUTO- AMES	828.00
EFT	11/04/2019	4563	Accounts Payable	GALLS LLC	4,654.41
EFT	11/04/2019	4564	Accounts Payable	HOTSY CLEANING SYSTEMS INC	13.30
EFT	11/04/2019	4565	Accounts Payable	JERICO SERVICES	3,913.00
EFT	11/04/2019	4566	Accounts Payable	JOHNSON CONTROLS INC- TX	16,613.00
EFT	11/04/2019	4567	Accounts Payable	JOHNSTONE SUPPLY	492.28
EFT	11/04/2019	4568	Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	270.69
EFT	11/04/2019	4569	Accounts Payable	MEDIACOM	11.58
EFT	11/04/2019	4570	Accounts Payable	MENARDS	299.24
EFT	11/04/2019	4571	Accounts Payable	NINTH BRAIN SUITE LLC	543.00
EFT	11/04/2019	4572	Accounts Payable	O'REILLY AUTOMOTIVE INC	145.18
EFT	11/04/2019	4573	Accounts Payable	PRAXAIR	2,313.47
EFT	11/04/2019	4574	Accounts Payable	PROCTOR MECHANICAL CORP	440.84
EFT	11/04/2019	4575	Accounts Payable	REAMS SPRINKLER SUPPLY	165.15
EFT	11/04/2019	4576	Accounts Payable	ROCKMOUNT RESEARCH ALLOYS INC	1,150.26
EFT	11/04/2019	4577	Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	39.36
EFT	11/04/2019	4578	Accounts Payable	SPECIALTY GRAPHICS INC	498.27
EFT	11/04/2019	4579	Accounts Payable	SPRAYER SPECIALTIES INC	36,444.63
EFT	11/04/2019	4580	Accounts Payable	STIVERS FORD (CONTROL PAY)	2,714.36
EFT	11/04/2019	4581	Accounts Payable	STREICHERS	216.00
EFT	11/04/2019	4582	Accounts Payable	STRYKER SALES CORPORATION	2,225.00
EFT	11/04/2019	4583	Accounts Payable	TEAM SERVICES	16,549.28
EFT	11/04/2019	4584	Accounts Payable	TOMPKINS INDUSTRIES INC	160.32
EFT	11/04/2019	4585	Accounts Payable	VAISALA INC	990.00
EFT	11/04/2019	4586	Accounts Payable	VERMEER SALES AND SERVICE INC	951.99

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

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	11/04/2019	4587	Accounts Payable	WATERLOO TENT & TARP CO	11,703.32
EFT	11/04/2019	4588	Accounts Payable	WEST GRAND GOLF INC	555.00
EFT	11/04/2019	4589	Accounts Payable	ZOLL MEDICAL- NY	1,262.25
WB CONTROLPAY WB ControlPay Totals:					
EFTs: 37					\$114,464.03
					\$114,464.03

Payment Register

From Payment Date: 09/17/2019 - To Payment Date: 11/03/2019

Number	Date	Payee Name	Transaction Amount
37	11/01/2019	WEST BANK	\$11,416.71
174	10/31/2019	KABEL BUSINESS SERVICES	\$7,438.46
175	10/31/2019	KABEL BUSINESS SERVICES	\$4,918.78
3776	10/31/2019	DELTA DENTAL OF IOWA	\$5,887.97
3777	10/31/2019	DELTA DENTAL OF IOWA	\$9,297.24
3778	10/31/2019	WELLMARK BLUE CROSS	\$168,774.29
3779	10/31/2019	WELLMARK BLUE CROSS	\$143,071.56
12007	10/31/2019	FORGET PROPERTIES 3 LLC	\$250.00
12008	10/31/2019	MV WESTLAKE APARTMENTS	\$249.00
12009	10/31/2019	BIERMA ENTERPRISES LLC	\$250.00
12010	10/31/2019	MIDWEST RESIDENTIAL FUND LLC - HAMLETT APARTMENTS	\$250.00
12011	10/31/2019	CHAPEL RIDGE WEST LP	\$250.00
12012	10/31/2019	WEST DES MOINES WATER WORKS	\$500.00
12013	10/31/2019	MIDAMERICAN ENERGY	\$249.09
12014	10/31/2019	SUN PRAIRIE APARTMENTS	\$250.00
12017	10/31/2019	JORDAN CREEK APARTMENTS	\$250.00
12019	10/31/2019	HILLTOP 1	\$860.00
12020	10/31/2019	WILLOW PARK APARTMENTS	\$464.00
12021	10/31/2019	HILLTOP 1	\$1,075.00
12022	10/31/2019	KENWOOD APARTMENTS LLC	\$395.00
12023	10/31/2019	KENWOOD APARTMENTS LLC	\$695.00
12024	10/31/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$475.00
12025	10/31/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$431.87
12026	10/31/2019	CAMBRIDGE COURT APARTMENTS- HAIGHT & ASSOCIATES	\$289.10
12027	10/31/2019	WEST GLEN APARTMENT	\$250.00
12028	10/31/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$360.00
12029	10/31/2019	COLONIAL VILLAGE APARTMENTS	\$250.00

\$358,848.07

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

ITEM: Approval of Liquor Licenses

DATE: November 4, 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. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - Renewal
2. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - Renewal
3. LVP SHS Des Moines Holding Corp. d/b/a Springhill Suites Hotel, 1236 Jordan Creek Parkway - Class BC Permit with Sunday Sales - Renewal
4. Target Corporation d/b/a Target Store T-0069, 1800 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

DATE: November 4, 2019

ITEM:

Motion – Approving Change Order #3
MidAmerican Energy RecPlex – Grading & Site Utilities

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$4,496,180.00	June 17, 2019	
Change Order #1	(\$12,781.96)	September 16, 2019	Plan Change #1 VE Items
Change Order #2	\$141,750.00	October 21, 2019	Subgrade Stabilization
Change Order #3	\$294,109.25	Pending	Access & building pad
Total	\$4,919,257.29		

Cost for these change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from a combination of funds already declared as excess in the Sewer Fund (\$1.5 million) and General Obligation bonds backed by Hotel-Motel tax revenue.

BACKGROUND:

The project consists of soil import, grading, storm sewer, sanitary sewer, and watermain to accommodate the future construction of the MidAmerican Energy RecPlex. This phase of the project was anticipated to be completed by October 31, 2019. Fabrication and erection of the pre-engineered metal buildings was awarded at the August 19, 2019 City Council meeting. The foundations bid package was awarded at the September 16, 2019 City Council meeting. Future phases of this project including paving, site improvements, and interior buildings systems are scheduled to bid in the next few months with construction extending through most of 2020.

Change Order #3 includes the extension of the rock site access roads to the two arenas and fieldhouse to facilitate construction, and the addition of cement subgrade treatment for stabilization of subgrade soils in and around the building pads. It should be noted that approved Change Order #2 also included cement for stabilization of subgrade, but the main purpose for that change order was to facilitate bringing the remaining fill material to grade and help dry out the site. The main purpose for proposed Change Order #3 is to provide for a building pad that will be impermeable so that moisture does not saturate the upper layers of soil creating challenging onsite conditions for various building contractors and to provide access for contractor's equipment to access the two arenas and fieldhouse. The cement will only be used as needed and will vary depending on soil drying conditions. City Staff recommend approval of Change Order #3.

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 #3 for MidAmerican Energy RecPlex – Grading & Site Utilities.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contractor X
 Owner's Rep X

Contractor: **McAninch Corporation**
4001 Delaware Avenue
Des Moines, IA 50313

Project Title	MidAmerican Energy Company RecPlex Grading And Utility Improvements	
WDM Project File Number	0510-055-2018	
Purchase Order Number	2019-00000871	
Orig. Contract Amount & Date	\$4,496,180.00	June 17, 2019
Change Order Number	3	
Date	October 25, 2019	

THE CONTRACT IS CHANGED AS FOLLOWS: After meetings with the Building & Sitework Contractors, the City of West Des Moines Staff, Shive-Hattery, and Allender Butzke regarding site access and drying out the site, Larrison & Associates makes the following Grading Contract change order recommendations that will permit construction to move faster and will reduce costs for the remaining contracts:

- 1)Extend the 25' wide site access road to all three buildings (2 arenas & fieldhouse)
- 2)Cement soil stabilization over the entire building pad and 25' beyond the perimeter of the buildings. The cement percentage anticipated is 3%, however, it may require less or more. After placing an initial 3% small area, the soil will be examined by McAninch, ATO Builders, Shive-Hattery and Allender Butzke to determine if it is adequate. The change order would be a unit cost based on 4% as an upper limit.
- 3)Ice Rink drainage. The subgrade of the 2 ice rinks was set lower than the surrounding subgrades due to the added depth of the ice equipment piping and base. This is ponding water. The preferred solution is to fill in the approximately 10" of additional depth (before soil is cement treated). The additional material will be removed by a later bid package.

It should be noted that Change Order #2 also included cement as a stabilization measure for subgrade treatment, however the purpose for the material and rate of cement incorporation was different. CO#2's main purpose was to bring the remaining fill to grade and help to dry the surface of the site. The main purpose of this change order is to provide for a building pad that will be impermeable in order that rain will not saturate the upper layers of soil creating challenging conditions for the various building contractors and to provide access for the contractor's cranes to all three buildings.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
DIVISION 11 - MISCELLANEOUS					
CO3-11.04A	9 IN ROCK CONSTRUCTION DRIVE	SF	\$1.83	25,900.0	\$47,397.00
DIVISION 2 - EARTHWORK					
CO3-2.06	SUBGRADE TREATMENT, BUILDING PAD - CEMENT, UP TO 4%	Ton	\$315.00	735.0	\$231,525.00
CO3-2.03A	EXCAVATION, CL 10 (IMPORT)	CY	\$9.85	1,285.0	\$12,657.25
CO3-11.01A	CONSTRUCTION STAKING - BUILDING PAD CERTIFICATION AFTER CEMENT TREATMENT AND ACCESS ROAD STAKING	LS	\$2,530.00	1.0	\$2,530.00
TOTAL					\$294,109.25

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$4,496,180.00
Net Change by previously authorized Change Orders	\$128,968.04
The Contract Sum prior to This Change Order was	\$4,625,148.04
The Contract Sum will be increased by this Change Order in the amount of	\$294,109.25
The new Contract Sum including this Change Order will be	\$4,919,257.29
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	9.41%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

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

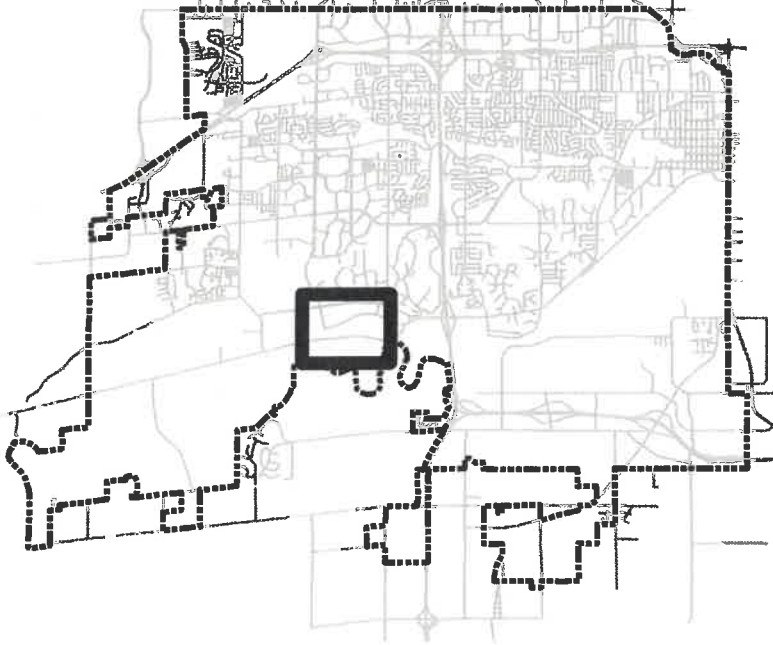
Contractor: McAninch Corporation	Recommended By: Civil Design Advantage (CDA)	Checked By: <i>NTH</i> City of West Des Moines
Signature: <i>Marc Gasteel</i>	Signature: <i>Josh Trystad</i>	Signature: <i>Brian J. Hemesath</i>
Name: Marc Gasteel	Name: Josh Trystad, P.E.	Name: Brian J. Hemesath, P.E.
Title: Project Manager	Title: Project Manager	Title: City Engineer
Date:	Date: <i>10/28/19</i>	Date: <i>10.31.19</i>

Owner: City of West Des Moines

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



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

MidAmerican Energy RecPlex

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 1/16/2019

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

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

4(d)2

DATE: November 4, 2019

ITEM:

Motion – Approving Change Order #4
Veterans Parkway – SE 50th Street to SW 60th Street

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$2,643,040.81	August 20, 2018	
Change Order #1	\$23,471.25	January 21, 2019	Temporary access to bridge
Change Order #2	\$3,640.00	November 4, 2019	Bridge approach revisions
Change Order #3	\$7,623.95	November 4, 2019	Holzworth drainage tile
Change Order #4	\$49,073.37	Pending	Sidewalk near wetlands
Total	\$2,726,849.38		

Cost for this change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Osmium Urban Renewal Area TIF.

BACKGROUND:

This project extends Veterans Parkway from SE 50th Street to the eastern limits of the new bridge over I-35 and from SW 60th Street to the western limits of the new bridge over I-35. The project includes grading, watermain, and drainage improvements to support an ultimate 6-lane urban arterial street with paving of a 3-lane interim section on the east side of I-35 and an ultimate 4-lane rural street with paving of a 2-lane interim section on the west side of I-35 to serve Microsoft Osmium. The project was anticipated to be completed by November 15, 2019.

Change Order #4 is for the addition of sidewalk and trail along the western side of the wetlands to facilitate access from the Great Western Trail to a viewing area overlooking the wetlands. Educational signage is being incorporated separately for the viewing area. The sidewalk and trail will be constructed yet this Fall if the weather is satisfactory, but if not, the work will be completed in Spring 2020. Upon completion of the sidewalk, trail, signage, and establishment of the wetland plantings, the City of West Des Moines intends to transfer ownership of the wetlands parcel over to Warren County Conservation. City Staff recommend approval of Change Order #4.

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 #4 for Veterans Parkway – SE 50th Street to SW 60th Street.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contractor X
 Other

Contractor: **Concrete Technologies, Inc.**
1001 SE 37th Street
Grimes, Iowa 50111

Project Title	Veterans Parkway C (City)	
WDM Project File Number	0510-009-2017	
Purchase Order Number	2019-00000202	
Orig. Contract Amount & Date	\$2,643,040.81	August 20, 2018
Change Order Number	4	
Date	October 28, 2019	

THE CONTRACT IS CHANGED AS FOLLOWS:

Adding sidewalk and trail around Veteran's Parkway Wetland, including the following items:

- CO4.1 5" Non-Reinforced PCC 5' Wide Sidewalk
- CO4.2 6" Reinforced PCC Trail
- CO4.3 Permanent Seed, Fertilizer & Hydro Mulch (Spring 2020)
- CO4.4 Hydro Mulching (Winter Stabilization)

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO4.1	5" Non-Reinforced PCC 5' Wide Sidewalk	SY	\$66.83	233	\$15,571.39
CO4.2	6" Reinforced PCC Trail	SY	\$77.72	384	\$29,844.48
CO4.3	Permanent Seed, Fertilizer & Hydro Mulch (Spring 2020)	AC	\$4,785.00	0.5	\$2,392.50
CO4.4	Hydro Mulching (Winter Stabilization)	AC	\$2,530.00	0.5	\$1,265.00
					\$0.00
					\$0.00
TOTAL					\$49,073.37

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$2,643,040.81
Net Change by previously authorized Change Orders	\$34,735.20
The Contract Sum prior to This Change Order was	\$2,677,776.01
The Contract Sum will be increased by this Change Order in the amount of	\$49,073.37
The new Contract Sum including this Change Order will be	\$2,726,849.38
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	3.17%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	11/15/2019

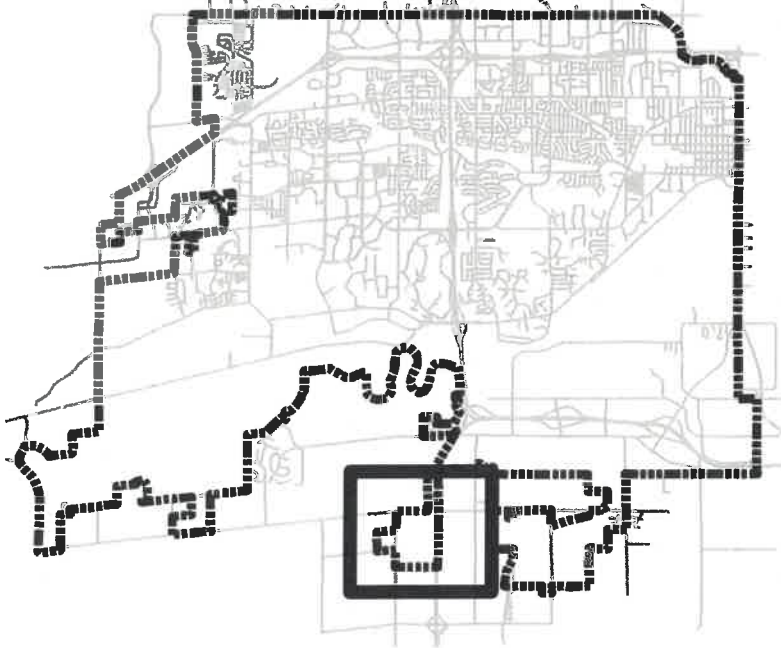
NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor:	Recommended By:	Checked By:
Concrete Technologies Inc.	H.R. Green Inc.	City of West Des Moines
Signature: <i>Trent Petersen</i>	Signature: <i>Casey R. Patton</i>	Signature: <i>Brian J. Hemesath</i>
Name: Trent Petersen	Casey R. Patton, P.E.	Name: Brian J. Hemesath, P.E.
Title: Project Manager	Title: Project Manager	Title: City Engineer
Date: 10-28-19	Date: 10-28-19	Date: 10-31-19

Owner: City of West Des Moines	
<input type="checkbox"/> ≤ \$24,999.99 City Engineer (≤ 10% original contract)	x _____ Date _____
<input type="checkbox"/> ≥ \$25,000 to \$50,000 City Council approved or ratified at Council	_____ Date _____



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Veterans Parkway

LOCATION:

SE 50th Street to SW 60th Street

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT: 0510-009-2017

SHT. 1 of 1

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

DATE: November 4, 2019

ITEM:

Motion – Approving Change Order #5
Booneville Road Reconstruction – South 88th Street to West of South 100th Street

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$4,759,675.53	April 15, 2019	
Change Order #1	(\$31,345.00)	June 17, 2019	Removal of watermain
Change Order #2	\$3,602.50	August 19, 2019	Removal of buried items
Change Order #3	\$2,520.39	October 7, 2019	Abandon buried culvert
Change Order #4	\$495.00	October 21, 2019	Gas main conflict
Change Order #5	\$59,697.00	Pending	Winter access
Total	\$4,794,645.42		

Cost for these change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Woodland Hills Urban Renewal Area TIF.

BACKGROUND:

This project consists of the reconstruction of Booneville Road from South 88th Street to west of South 100th Street from an existing gravel roadway to a two-lane urban roadway with dedicated left turn lanes at major intersections. The project also includes grading, storm sewer, water main, paving, sidewalk, and other miscellaneous work. The project has been closely coordinated with the Dawson's Ridge, Kings Landing Plat 2, and Kings Grove Townhomes subdivisions planned along this corridor. The project was anticipated to be paved and open to traffic by November 15, 2019 with the remainder of the work to be completed by May 15, 2020.

Due to extremely wet conditions experienced this construction season and a fairly aggressive construction schedule for this project, only paving of Booneville Road from Sugar Creek to the western limits of the project occurred. All utilities are installed east of Sugar Creek to South 88th Street, however, grading and paving remain. In order to accommodate access to the Dawson's Ridge subdivision and the existing house at 9320 Booneville Road throughout the winter months until construction resumes in Spring 2020, incorporation of flyash into the soil subgrade is needed for stabilization and placement of 12" granular subbase is needed for a temporary driving surface. Change Order #5 reflects these additions. City Staff recommend approval of Change Order #5.

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 #5 for Booneville Road Reconstruction – South 88th Street to West of South 100th Street.

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

STAFF REVIEWS

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

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

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

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contracto X
 Other

Contractor: **Absolute Concrete**
PO Box 148
Slater, IA 50244

Project Title	Booneville Road Improvements S.88th Street to West of S.100th Street	
WDM Project File Number	0510-006-2017	
Purchase Order Number	2019-00000714	
Orig. Contract Amount & Date	\$4,759,675.53	April 23, 2019
Change Order Number	5	
Date	October 30, 2019	

THE CONTRACT IS CHANGED AS FOLLOWS: Due to more frequent weather delays during the 2019 construction season, the Contractor will be unable to complete the grading and paving portion of the project between STA. 1504+00 to 1539+50. To provide access to the development of the Dawson's Ridge plat on the south side of Booneville Road, the Contractor will use fly ash to stabilize the grade and then place 12" of modified subbase (33 LF wide) between STA. 1513+00 to 1520+00. Item CO 5.2 includes, but is not limited to furnishing, placing, and incorporating the subgrade treatment material (various depths).

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 5.1	MODIFIED SUBBASE, 12 IN.	SY	\$17.60	2,670.0	\$46,992.00
CO 5.2	FLY ASH, CLASS C (5% at 110 PCF)	TON	\$115.50	110.0	\$12,705.00
TOTAL					\$59,697.00

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$4,759,675.53 ✓
Net Change by previously authorized Change Orders	(\$24,727.11) ✓
The Contract Sum prior to This Change Order was	\$4,734,948.42 ✓
The Contract Sum will be Increased by this Change Order in the amount of	\$59,697.00 ✓
The new Contract Sum including this Change Order will be	\$4,794,645.42 ✓
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	0.73%
The Contract Time will be changed by	0
The date of Final Completion as of the date of this Change Order therefore is	

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

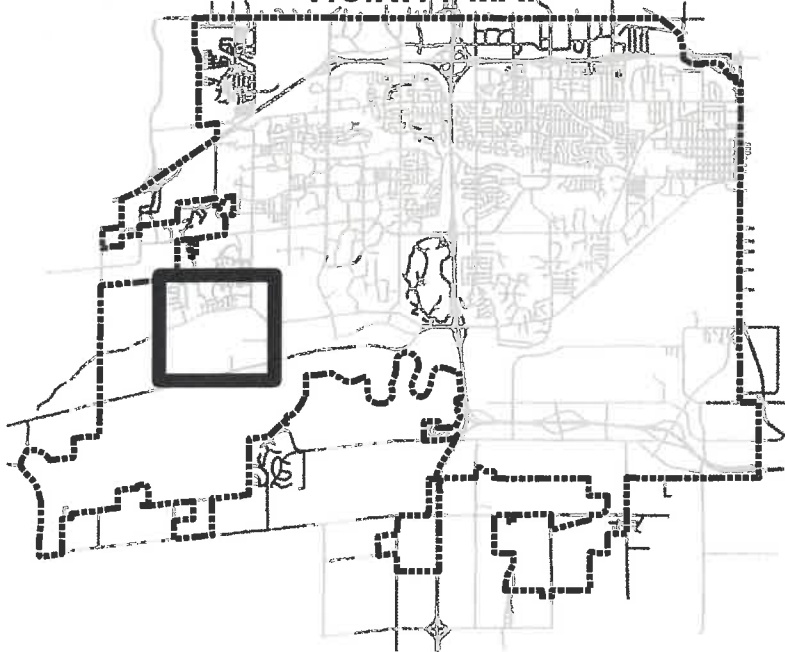
Contractor: ABSOLUTE CONCRETE	Recommended By: FOTH	Checked By: <i>[Signature]</i> City of West Des Moines
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: Logan Petersen	Name: Brad Hopkey, P.E.	Name: Brian J. Hemesath, P.E.
Title: Project Manager	Title: Project Manager	Title: City Engineer
Date: 10/31/2019	Date: 10/31/19	Date: 10-31-19

Owner: City of West Des Moines

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



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Booneville Road Reconstruction

LOCATION:

South 88th Street to west of South 100th Street

DRAWN BY: JDR

DATE: 7/27/2018

PROJECT NUMBER/NAME: 0510-006-2017

SHT. 1 of 1

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

DATE: November 4, 2019

ITEM:

Resolution - Accepting Work
2017 Intake Repair Program

FINANCIAL IMPACT:

The total construction cost for the 2017 Intake Repair Program was \$220,122.55 which was paid from account no. 660.000.000.5250.490 with ultimate funding intended to come from Stormwater Utility Fees. The original cost of the project was \$214,500.00. There were three (3) Change Orders on the project that totaled \$5,622.55.

BACKGROUND:

Hill Contracting was working under an agreement dated March 5, 2018 for construction services for the 2017 Intake Repair Program. Work on this project was part of the ongoing maintenance program to rehabilitate stormwater intakes at various locations throughout the City of West Des Moines.

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 2017 Intake Repair Program.

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	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on March 5, 2018, the City Council entered into a contract with Hill Contracting of Leon, Iowa, for the following described public improvement:

**2017 Intake Repair Program
Project No. 0510-064-2017**

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 November 4, 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 \$220,122.55 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$11,143.75, 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 **4th** day of **November, 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

Contractor: **Garry Hill dba Hill Contracting**
20904 215th Ave.
Leon, IA 50144

Project Title	2017 Intake Repair Program	
WDM Project File Number	0510-064-2017	
Purchase Order Number	2018-00000614	
Orig. Contract Amount & Date	\$214,500.00	02/28/18
Estimated Completion Date	08/31/18	
Pay Period	02/01/2019 - 11/01/19	
Pay Request Number	Retainage	
Date	11/01/19	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$7,500.00	1.00	\$7,500.00
2	STRUCTURE REMOVAL	EA	32	\$ 1,500.00	\$48,000.00	33.00	\$49,500.00
3	STRUCTURE BASE REMOVAL	EA	5	\$ 350.00	\$1,750.00		\$0.00
4	INTAKE TYPE, M-A - TOP RECONSTRUCTION ONLY	EA	1	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00
5	INTAKE TYPE, M-E - TOP RECONSTRUCTION ONLY	EA	1	\$ 6,000.00	\$6,000.00	1.00	\$6,000.00
6	INTAKE TYPE, M-C - INTAKE RECONSTRUCTION ONLY	EA	3	\$ 3,000.00	\$9,000.00	3.00	\$9,000.00
7	INTAKE TYPE, M-E - INTAKE RECONSTRUCTION ONLY	EA	1	\$ 7,500.00	\$7,500.00	1.00	\$7,500.00
8	INTAKE, TYPE M-A	EA	13	\$ 3,000.00	\$39,000.00	13.00	\$39,000.00
9	INTAKE, TYPE M-C	EA	5	\$ 5,000.00	\$25,000.00	5.00	\$25,000.00
10	INTAKE, TYPE M-D	EA	2	\$ 5,000.00	\$10,000.00	3.00	\$15,000.00
11	INTAKE, TYPE M-E	EA	4	\$ 7,500.00	\$30,000.00	4.00	\$30,000.00
12	INTAKE, TYPE SW-507	EA	1	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00
13	FULL DEPTH PCC PATCH	SY	125	\$ 100.00	\$12,500.00	97.75	\$9,775.00
14	FULL DEPTH COMPOSITE PATCH	SY	25	\$ 200.00	\$5,000.00		\$0.00
15	STORM SEWER, 15" RCP, CLASS 4	LF	15	\$ 50.00	\$750.00	2.00	\$100.00
C01.1	INTAKE, TYPE M-D SPECIAL	EA	1	\$ 12,000.00	\$12,000.00	1.00	\$12,000.00
TOTAL					\$226,500.00		\$222,875.00

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	\$214,500.00	\$222,875.00
Approved Change Order 1	\$12,000.00	
Approved Change Order 2	\$0.00	
Approved Change Order 3	(\$3,625.00)	
Revised Contract Price	\$222,875.00	\$222,875.00
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Liquidated Damages	\$0.00
	Traffic Loop Damages	\$2,752.45
	Total Earned Less Retainage	\$220,122.55
Total Previously Approved (list each)	Pay Request 1	\$71,991.00
	Pay Request 2	\$38,114.00
	Pay Request 3	\$15,060.05
	Pay Request 4	\$16,007.50
	Pay Request 5	\$21,208.75
	Pay Request 6	\$35,625.00
	Pay Request 7	\$5,035.00
	Pay Request 8	\$5,937.50
	Total Previously Approved	\$208,978.80
	Amount Due This Request	\$11,143.75
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$11,143.75** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By:
Garry Hill dba Hill Contracting	ISG	City of West Des Moines
Signature:	Signature:	Signature:
Name: Jim Hill	Name: Nick Frederiksen	Name: Brian J. Hemesath, P.E.
Title: Owner	Title: Project Manager	Title: City Engineer
Date:	Date:	Date:



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

Contractor: **Garry Hill dba Hill Contracting**
 20904 215th Ave.
 Leon, IA 50144

Project Title	2017 Intake Repair Program	
WDM Project File Number	0510-064-2017	
Purchase Order Number	2018-00000614	
Orig. Contract Amount & Date	\$214,500.00	02/28/18
Estimated Completion Date	08/31/18	
Pay Period	02/01/2019 - 11/01/19	
Pay Request Number	Retainage	
Date	11/01/19	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$7,500.00	1.00	\$7,500.00
2	STRUCTURE REMOVAL	EA	32	\$ 1,500.00	\$48,000.00	33.00	\$49,500.00
3	STRUCTURE BASE REMOVAL	EA	5	\$ 350.00	\$1,750.00		\$0.00
4	INTAKE TYPE, M-A - TOP RECONSTRUCTION ONLY	EA	1	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00
5	INTAKE TYPE, M-E - TOP RECONSTRUCTION ONLY	EA	1	\$ 6,000.00	\$6,000.00	1.00	\$6,000.00
6	INTAKE TYPE, M-C - INTAKE RECONSTRUCTION ONLY	EA	3	\$ 3,000.00	\$9,000.00	3.00	\$9,000.00
7	INTAKE TYPE, M-E - INTAKE RECONSTRUCTION ONLY	EA	1	\$ 7,500.00	\$7,500.00	1.00	\$7,500.00
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9	INTAKE, TYPE M-C	EA	5	\$ 5,000.00	\$25,000.00	5.00	\$25,000.00
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11	INTAKE, TYPE M-E	EA	4	\$ 7,500.00	\$30,000.00	4.00	\$30,000.00
12	INTAKE, TYPE SW-507	EA	1	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00
13	FULL DEPTH PCC PATCH	SY	125	\$ 100.00	\$12,500.00	97.75	\$9,775.00
14	FULL DEPTH COMPOSITE PATCH	SY	25	\$ 200.00	\$5,000.00		\$0.00
15	STORM SEWER, 15" RCP, CLASS 4	LF	15	\$ 50.00	\$750.00	2.00	\$100.00
C01.1	INTAKE, TYPE M-D SPECIAL	EA	1	\$ 12,000.00	\$12,000.00	1.00	\$12,000.00
TOTAL					\$226,500.00		\$222,875.00

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	\$214,500.00	\$222,875.00
Approved Change Order 1	\$12,000.00	
Approved Change Order 2	\$0.00	
Approved Change Order 3	(\$3,625.00)	
Revised Contract Price	\$222,875.00	\$222,875.00
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Liquidated Damages	\$0.00
	Traffic Loop Damages	\$2,752.45
	Total Earned Less Retainage	\$220,122.55
Total Previously Approved (list each)	Pay Request 1	\$71,991.00
	Pay Request 2	\$38,114.00
	Pay Request 3	\$15,060.05
	Pay Request 4	\$16,007.50
	Pay Request 5	\$21,208.75
	Pay Request 6	\$35,625.00
	Pay Request 7	\$5,035.00
	Pay Request 8	\$5,937.50
	Total Previously Approved	\$208,978.80
	Amount Due This Request	\$11,143.75
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$11,143.75** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Garry Hill dba Hill Contracting	Recommended By: ISG	Checked By: <i>CSC</i> City of West Des Moines
Signature:	Signature:	Signature:
Name: Jim Hill	Name: Nick Frederiksen	Name: Brian J. Hemesath, P.E.
Title: Owner	Title: Project Manager	Title: City Engineer
Date:	Date:	Date:



Department of Engineering Services
 4200 Mills Civic Pkwy, Ste 2E, PO Box 65320
 West Des Moines, IA 50265-0320
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PAY REQUEST - RETAINAGE

Contractor: **Garry Hill dba Hill Contracting**
 20904 215th Ave.
 Leon, IA 50144

Project Title	2017 Intake Repair Program	
WDM Project File Number	0510-064-2017	
Purchase Order Number	2018-00000614	
Orig. Contract Amount & Date	\$214,500.00	02/28/18
Estimated Completion Date	08/31/18	
Pay Period	02/01/2019 - 11/01/19	
Pay Request Number	Retainage	
Date	11/01/19	

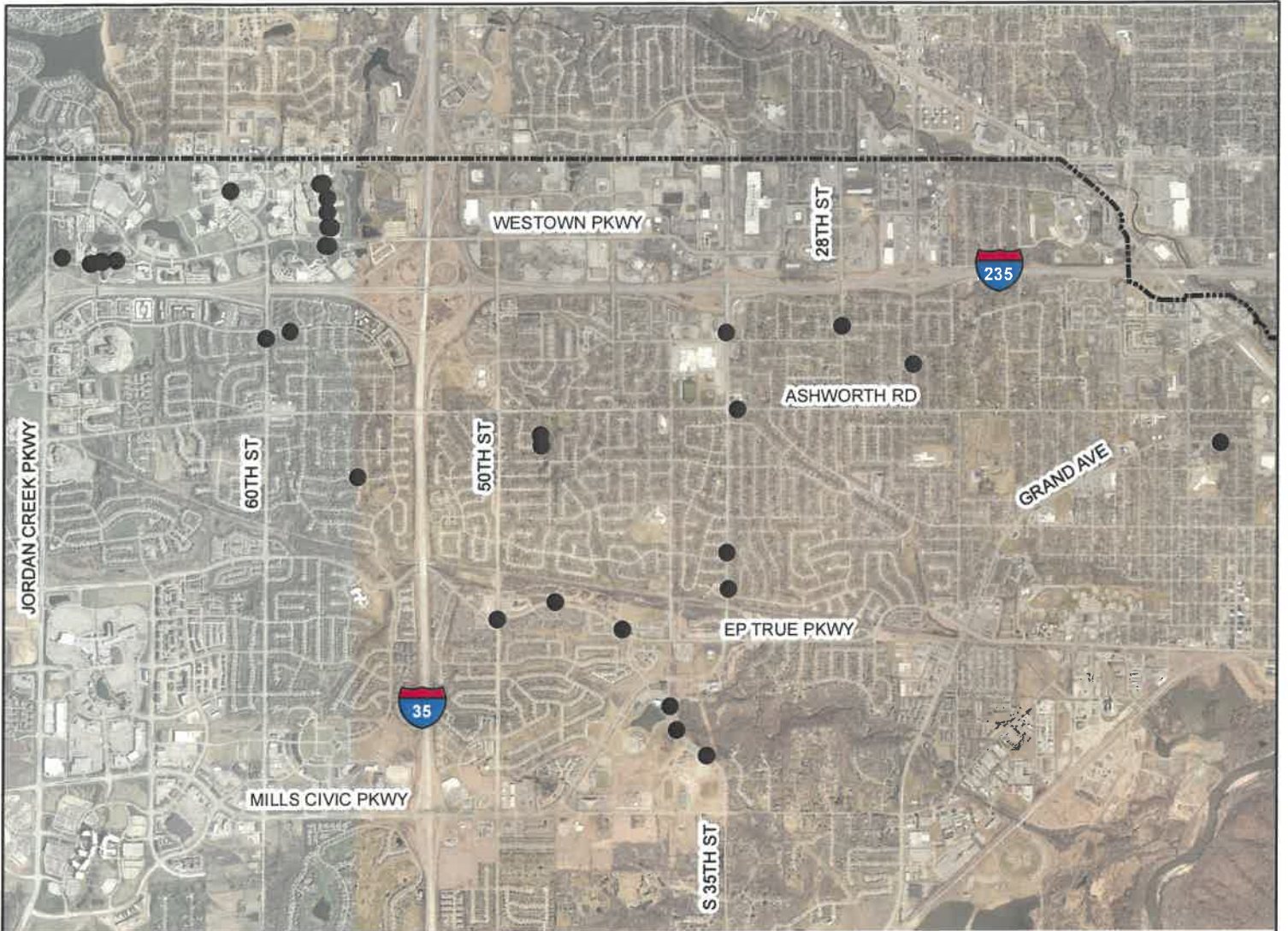
BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
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2	STRUCTURE REMOVAL	EA	32	\$ 1,500.00	\$48,000.00	33.00	\$49,500.00
3	STRUCTURE BASE REMOVAL	EA	5	\$ 350.00	\$1,750.00		\$0.00
4	INTAKE TYPE, M-A - TOP RECONSTRUCTION ONLY	EA	1	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00
5	INTAKE TYPE, M-E - TOP RECONSTRUCTION ONLY	EA	1	\$ 6,000.00	\$6,000.00	1.00	\$6,000.00
6	INTAKE TYPE, M-C - INTAKE RECONSTRUCTION ONLY	EA	3	\$ 3,000.00	\$9,000.00	3.00	\$9,000.00
7	INTAKE TYPE, M-E - INTAKE RECONSTRUCTION ONLY	EA	1	\$ 7,500.00	\$7,500.00	1.00	\$7,500.00
8	INTAKE, TYPE M-A	EA	13	\$ 3,000.00	\$39,000.00	13.00	\$39,000.00
9	INTAKE, TYPE M-C	EA	5	\$ 5,000.00	\$25,000.00	5.00	\$25,000.00
10	INTAKE, TYPE M-D	EA	2	\$ 5,000.00	\$10,000.00	3.00	\$15,000.00
11	INTAKE, TYPE M-E	EA	4	\$ 7,500.00	\$30,000.00	4.00	\$30,000.00
12	INTAKE, TYPE SW-507	EA	1	\$ 10,000.00	\$10,000.00	1.00	\$10,000.00
13	FULL DEPTH PCC PATCH	SY	125	\$ 100.00	\$12,500.00	97.75	\$9,775.00
14	FULL DEPTH COMPOSITE PATCH	SY	25	\$ 200.00	\$5,000.00		\$0.00
15	STORM SEWER, 15" RCP, CLASS 4	LF	15	\$ 50.00	\$750.00	2.00	\$100.00
C01.1	INTAKE, TYPE M-D SPECIAL	EA	1	\$ 12,000.00	\$12,000.00	1.00	\$12,000.00
TOTAL					\$226,500.00		\$222,875.00

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

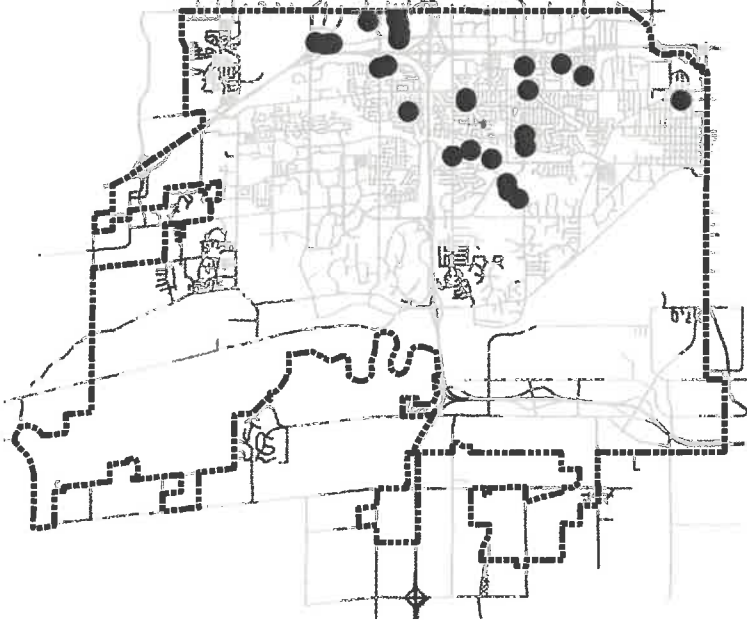
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$214,500.00	\$222,875.00
Approved Change Order 1	\$12,000.00	
Approved Change Order 2	\$0.00	
Approved Change Order 3	(\$3,625.00)	
Revised Contract Price	\$222,875.00	\$222,875.00
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Liquidated Damages	\$0.00
	Traffic Loop Damages	\$2,752.45
	Total Earned Less Retainage	\$220,122.55
Total Previously Approved (list each)	Pay Request 1	\$71,991.00
	Pay Request 2	\$38,114.00
	Pay Request 3	\$15,060.05
	Pay Request 4	\$16,007.50
	Pay Request 5	\$21,208.75
	Pay Request 6	\$35,625.00
	Pay Request 7	\$5,035.00
	Pay Request 8	\$5,937.50
	Total Previously Approved	\$208,978.80
	Amount Due This Request	\$11,143.75
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$11,143.75** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Garry Hill dba Hill Contracting	Recommended By: ISG	Checked By: <i>BSC</i> City of West Des Moines
Signature:	Signature:	Signature:
Name: Jim Hill	Name: Nick Frederiksen	Name: Brian J. Hemesath, P.E.
Title: Owner	Title: Project Manager	Title: City Engineer
Date:	Date:	Date:



VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT:

2017 Intake Repair Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 2/1/2018

PROJECT NUMBER/NAME: 0510-064-2017

SHT. 1 of 1

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

DATE: November 4, 2019

ITEM: Resolution – Accept Work – Grand Avenue Trail, Fuller Road to Jordan Creek

FINANCIAL IMPACT: The total construction cost of this project is \$158,997.76. All costs of the project have been paid from the Grand Avenue Trail, Fuller Road to Jordan Creek C.I.P. (G/L Acct 500.000.000.5250.490, Project No. 0510 045 2016). The original contract amount of the project was \$173,767.08, with one deduct change order for final quantities adjustment for a total of -\$14,769.32.

BACKGROUND: JAS Construction, LLC of Altoona, Iowa is working under an agreement dated October 29, 2018 for construction services related to the Grand Avenue Trail, Fuller Road to Jordan Creek. Work is substantially complete. This action accepts the improvements and authorizes staff to pay retainage no sooner than 30 days.

The project involved construction of a 10' wide concrete trail within the street right-of-way of Grand Avenue between Fuller Road and connecting to the existing 4' sidewalk crossing the bridge over Jordan Creek. The project included traffic control, excavation, storm sewer & utility adjustments, pavement removals, 6" reinforced concrete trail, new driveway approach, erosion control and site restoration.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

WHEREAS, on October 29, 2018 the City Council entered into a contract with JAS Construction, LLC of Altoona, Iowa for the following described public improvement:

Grand Avenue Trail, Fuller Road to Jordan Creek

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 November 4, 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 \$158,997.76 as shown in said report.

PASSED AND APPROVED, this 4th day of November, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

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

DATE: November 4, 2019

ITEM: Resolution – Accept Work – Kiwanis Park Shelter

FINANCIAL IMPACT: The total construction cost of this project is \$67,834.00. All costs of the project have been paid from the Kiwanis Park C.I.P. (G/L Acct 500.000.000.5250.490, Project No. 0525 030.0510 027 2018). The original contract amount of the project was \$65,254.00, with one change order for \$2,580.00 for final quantities adjustment.

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

The project involved the replacement of the existing wood gazebo in Kiwanis Park which was well over 20 years old. A new hexagon metal shelter structure was installed in its place. The project included shelter removal & disposal, removal of surrounding concrete & landscaping, supply & installation of a new shelter, new sidewalk paving, site restoration and other miscellaneous 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 Ortgies, Director of Parks and Recreation 
Appropriations/Finance	Tim Stiles, Finance Director 
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Resolution Accepting Work

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

Kiwanis Park Shelter

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 November 4, 2019.

Therefore

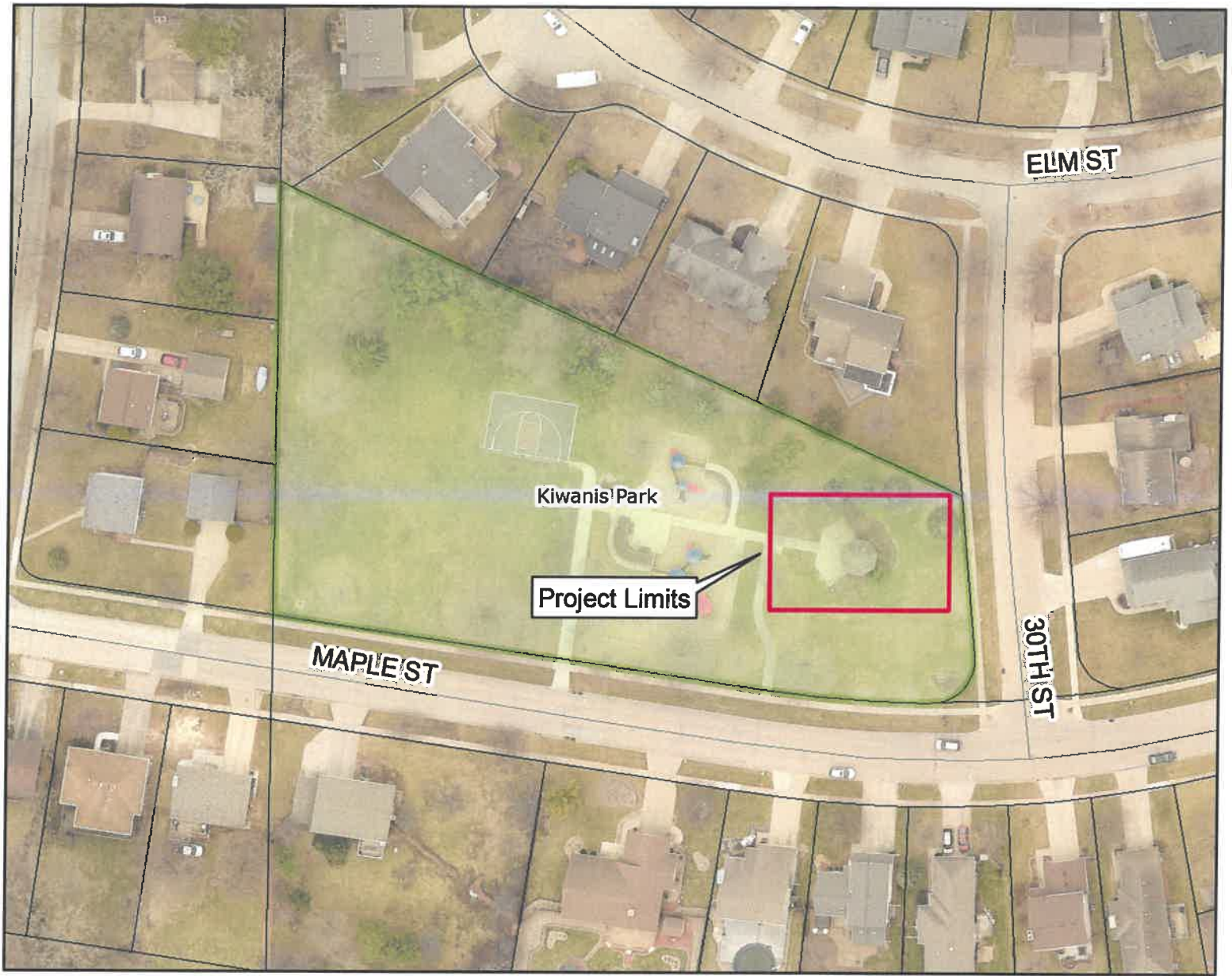
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$67,834.00 as shown in said report.

PASSED AND APPROVED, this 4th day of November, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP

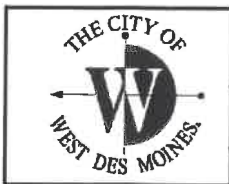


LEGEND

 Project Area



0 65 130 Feet



PROJECT:	KIWANIS PARK SHELTER REPLACEMENT		
LOCATION:	3101 MAPLE STREET		
DRAWN BY: MAA	DATE: 5/2/2019	PROJECT NO.: 0510 027 2018	SHT. 1 of 1

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

ITEM: Approval to Initiate a Development Agreement between Junction House 329, LLC and the City of West Des Moines **DATE:** November 4, 2019

RESOLUTION: Approval to proceed with the preparation of a Development Agreement

FINANCIAL IMPACT: Junction House 329, LLC has proposed a ten-year, 100% property tax rebate. The company will need to sign a development agreement with the City, which may include a Minimum Assessment Agreement.

BACKGROUND: Junction House 329, LLC has proposed a new construction, mixed-use project at 329 5th Street. Phase I of this project would include first floor retail and 16 upper story apartments (studio and 1-bedroom). The anticipated completion date is late 2020. There is a possible Phase II of the project, but this would require acquisition of adjacent property, and funding is not being requested for Phase II at this time. This project will likely include a Minimum Assessment Agreement and employment commitment component.

The development property is currently within the Historic West Des Moines Urban Renewal Area. The Urban Renewal Plan will need to be amended at some point to include this project.

This item was taken to the October 9, 2019 Finance and Administration Council Subcommittee meeting for recommendation. The Subcommittee recommended approval of the 10-year, 100% rebate.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff is recommending the adoption of a resolution approving initiation of the Development Agreement.

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

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director <i>CEB</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	<i>JDS</i>
Agenda Acceptance	<i>KH</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	Finance & Administration		
Date Reviewed	October 9, 2019		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, AUTHORIZING STAFF TO INITIATE THE PREPARATION OF A DEVELOPMENT AGREEMENT FOR ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT BETWEEN JUNCTION HOUSE 329, LLC AND THE CITY OF WEST DES MOINES FOR THE PROJECT AT 329 5TH STREET.

WHEREAS, Junction House 329, LLC has proposed to undertake the construction of a new construction, mixed-use project at 329 5th Street; and

WHEREAS, Junction House 329, LLC has requested to receive a ten-year, 100% property tax rebate for this project; and

WHEREAS, this item was presented to the Finance and Administration City Council Subcommittee at their meeting on October 9, 2019; and

WHEREAS, the City is prepared to offer the requested amount of economic development assistance in anticipation of this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA HAS directed staff to initiate the preparation of a Development Agreement on behalf of the City with Junction House 329, LLC.

PASSED AND ADOPTED this 4th day of November, 2019.

Steven K. Gaer, Mayor

Attest:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES, IOWA

URBAN RENEWAL PLAN AMENDMENT #1
HISTORIC WEST DES MOINES URBAN RENEWAL AREA

December, 2019

The Urban Renewal Plan (the “Plan”) for the Historic West Des Moines Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of adding certain real property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto includes the December, 2019 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the December, 2019 Addition as an economic development area. The December, 2019 Addition will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Dalton Partners, LLC Development Project

Name of Urban Renewal Area: Historic West Des Moines Urban Renewal Area

Date of Council Approval of Project: December 2, 2019

Description of the Project: Dalton Partners, LLC (the “Developer”) has proposed to undertake the renovation of an existing building (the “Project”) on certain real property situated at 333 5th Street in the Urban Renewal Area (the “Development Property”) for use by Mega St. Kilda, LLC in the business operations of a high-end, full-service restaurant with a bakery.

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

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

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

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

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$172,950 plus the Admin Fees.

**This Project was project was previously approved by the City Council as part of the Property Tax Rebate Program authorized under the Urban Renewal Plan.*

B.

Name of Project: Junction Development Catalyst, LLC Development Project

Name of Urban Renewal Area: Historic West Des Moines Urban Renewal Area

Date of Council Approval of Project: December 2, 2019

Description of the Project: Junction Development Catalyst, LLC (the “Developer”), with permission of property owner, Cutler Development LLC, has proposed to undertake the construction of a new mixed-use building (the “Project”) on certain real property situated at 101 and 107 4th Street in the Urban Renewal Area (the “Development Property”).

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

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

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

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

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that

the City's total commitment of incremental property tax revenues with respect to the Project will not exceed \$300,000, plus the Admin Fees.

C.

Name of Project: WillieT, LLC Development Project

Name of Urban Renewal Area: Historic West Des Moines Urban Renewal Area

Date of Council Approval of Project: December 2, 2019

Description of the Project: WillieT, LLC (the "Developer") has proposed to undertake the renovation of an existing mixed-use building, including commercial retail space (the "Project") on certain real property situated at 312 5th Street in the Urban Renewal Area (the "Development Property").

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

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

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

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

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the "Payments") to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Project will not exceed \$35,000, plus the Admin Fees.

D.

Name of Project: The Foundry DSM, LLC Development Project

Name of Urban Renewal Area: Historic West Des Moines Urban Renewal Area

Date of Council Approval of Project: December 2, 2019

Description of the Project: The Foundry DSM, LLC (the "Developer") has undertaken the renovation of an existing building (the "Project") on certain real property situated at

111 S. 11th Street in the Urban Renewal Area (the “Development Property”) for use in the business operations of a beer hall, distillery and commissary kitchen.

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

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

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

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

Description of Use of TIF for the Project: The City has entered into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$200,715, plus the Admin Fees.

**This Project was project was previously approved by the City Council as part of the Property Tax Rebate Program authorized under the Urban Renewal Plan.*

E.

Name of Project: Steffes Holdings, LLC Development Project

Name of Urban Renewal Area: Historic West Des Moines Urban Renewal Area

Date of Council Approval of Project: December 2, 2019

Description of the Project: Steffes Holdings, LLC (the “Developer”) has undertaken the construction of a new commercial retail building (the “Project”) on certain real property situated at 517 Railroad Avenue in the Urban Renewal Area (the “Development Property”).

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

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

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

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

Description of Use of TIF for the Project: The City has entered into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the "Payments") to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Project will not exceed \$158,000, plus the Admin Fees.

**This Project was project was previously approved by the City Council as part of the Property Tax Rebate Program authorized under the Urban Renewal Plan.*

F.

Name of Project: Junction House 329, LLC Development Project

Name of Urban Renewal Area: Historic West Des Moines Urban Renewal Area

Date of Council Approval of Project: December 2, 2019

Description of the Project: Junction House 329, LLC (the "Developer") has proposed to undertake the renovation of an existing mixed-use building, including commercial retail space (the "Project") on certain real property situated in the Urban Renewal Area (the "Development Property").

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

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

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

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

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

“Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$750,000, plus the Admin Fees.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$414,397,845</u>
Outstanding general obligation debt of the City:	<u>\$211,560,000</u>
Proposed debt to be incurred in under this December, 2019 Amendment*:	<u>\$ 1,664,665</u>

*It is anticipated that some or all of the debt incurred hereunder may be made subject to annual appropriation by the City Council.

EXHIBIT A
Legal Description
Expanded Historic West Des Moines Urban Renewal Area
(including the December, 2019 Addition)*

A TRACT OF LAND IN SECTIONS 10, 11, 14 AND 15 TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPLE MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA IS INCLUDED IN THE HISTORIC WEST DES MOINES URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID BLOCK 6, TO THE SOUTHEAST CORNER OF BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE OF SAID BLOCK 9, TO THE SOUTHEAST CORNER OF LOT 1, OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1, OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 1, TO THE NORTH LINE OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED OF SAID BLOCK 9, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF BLOCK 10 OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE EXTENDED OF SAID BLOCK 10, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF BLOCK 19, FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID BLOCK 19, TO THE NORTHEAST CORNER OF LOT 18, OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 18, OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE OF LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20, OF SAID BLOCK 24, TO THE NORTHEAST CORNER OF SAID LOT 20, OF SAID BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 20, OF SAID BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 49, BUTLER'S ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF LOTS 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 AND 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE EXTENDED OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID LOT 61, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED OF SAID LOT 61, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 84, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF LOT 84, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 32, SECOND ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 1, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, A DISTANCE OF SIX FEET;

THENCE SOUTH, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 25, FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 9, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 9, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE EAST LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 10, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED OF SAID LOT 10, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6 AND 7, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 8, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 8, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE EAST LINE OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF BLOCK 11, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 11, OF SAID VALLEY JUNCTION TO THE NORTHEAST CORNER OF LOT 7, OF SAID BLOCK 11, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE EXTENDED OF SAID LOT 7, OF SAID BLOCK 11, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 12, BLOCK 12 OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 12, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 12, OF SAID BLOCK 12 OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF LOTS 10, 11 AND 12, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 10, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE NORTHEAST CORNER OF LOT 20, BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF LOTS 15, 16, 17, 18, 19, AND 20, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 15, OF BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE EXTENDED OF SAID LOT 15, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 15, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 17, OF BLOCK 1, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 17, 18, 19, 20, 21 AND 22, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 14, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF SAID BLOCK 14, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 15, OF FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF SAID BLOCK 15, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET;

THENCE EASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET, TO THE WEST RIGHT OF WAY LINE OF 1ST STREET (STATE HIGHWAY 28);

THENCE SOUTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF 1ST STREET, TO THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE;

THENCE WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE, TO A POINT NORTH OF AND NORMAL TO THE NORTHEAST CORNER OF GOODMAN INDUSTRIAL PARK, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

THENCE SOUTH, ALONG A LINE NORMAL TO THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE, TO THE NORTHEAST CORNER OF SAID GOODMAN INDUSTRIAL PARK;

THENCE SOUTH, ALONG THE EAST LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEAST CORNER OF SAID GOODMAN INDUSTRIAL PARK;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEASTERLY CORNER OF WEST GREEN INDUSTRIAL PARK PLAT 1, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE EASTERLY LINE OF SAID WEST GREEN INDUSTRIAL PARK PLAT 1, TO THE SOUTHEAST CORNER OF PART OF LOT "D", VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA SAID LINE BEING THE

SOUTH LINE OF PROPERTY CONVEYED TO LILLIE G. CLAY AND HARRY W BAILEY BY DEED DATED DECEMBER 29, 1939;

THENCE WESTERLY, ALONG SAID SOUTH LINE OF CONVEYANCE TO LILLIE G. CLAY AND HARRY W. BAILEY, EXTENDED TO THE EAST LINE OF PROPERTY CONVEYED TO THE CITY OF WEST DES MOINES IOWA FOR PUBLIC STREET PURPOSES BY DEED DATED OCTOBER 5, 1955;

THENCE NORTHERLY, ALONG SAID EAST PROPERTY LINE AND PROPERTY LINE EXTENDED FOR PUBLIC ROADWAY, TO THE NORTH RIGHT OF WAY LINE OF RAILROAD AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE AND NORTH RIGHT OF WAY LINE EXTENDED OF RAILROAD AVENUE, TO THE WEST LINE OF LOT 9, BLOCK 34, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES;

THENCE NORTH, ALONG THE WEST LINE OF LOTS 6, 7, 8 AND 9, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID LOT 6, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 33, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 7, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4 AND 5, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION, TO THE POINT OF BEGINNING.

*The legal description set forth above is the legal description for the entire Historic West Des Moines Urban Renewal Area, including the December, 2019 Addition.

RESOLUTION NO. _____

Resolution Setting Date for a Public Hearing on Designation of the Expanded Historic West Des Moines Urban Renewal Area and on Urban Renewal Plan Amendment #1

WHEREAS, this City Council of the City of West Des Moines, Iowa (the “City”) by resolution previously established the Historic West Des Moines Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of updating the legal description of the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the inclusion of the Property in the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Dalton Partners, LLC in connection with the renovation of an existing building for use by Mega St. Kilda, LLC in the operations of a full-service restaurant and bakery; (b) providing tax increment financing support to Junction Development Catalyst, LLC, with permission of property owner, Cutler Development LLC, in connection with the construction of a new mixed-use building; (c) providing tax increment financing support to WillieT, LLC in connection with the renovation of an existing building into a mixed-use building, including commercial retail space; (d) providing tax increment financing support to The Foundry DSM, LLC in connection with the renovation of an existing building for use as a beer hall, distillery and commissary kitchen; (e) providing tax increment financing support to Steffes Holdings, LLC in connection with the construction of a new commercial retail building; and (f) providing tax increment financing support to Junction House 329, LLC in connection with the renovation of an existing building into a mixed-use building, including commercial retail space, and it is now necessary that a date be set for a public hearing on the designation of the expanded Urban Renewal Area and on the Amendment; and

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

Section 1. This City Council will meet in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on December 2, 2019, at 5:30 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in West Des Moines, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, Clyde Evans is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved November 4, 2019.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED
HISTORIC WEST DES MOINES URBAN RENEWAL AREA AND ON
PROPOSED URBAN RENEWAL PLAN AMENDMENT #1

Notice Is Hereby Given: That at 5:30 p.m., in the Council Chambers at City Hall, 4200 Mills Civic Pkwy, West Des Moines, Iowa, on December 2, 2019, the City Council of the City of West Des Moines will hold a public hearing on the question of amending the plan for the Historic West Des Moines Urban Renewal Area (the "Urban Renewal Area") and designating an expanded Historic West Des Moines Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, by adding and including all the property more particularly described as follows:

A TRACT OF LAND IN SECTIONS 10, 11, 14 AND 15 TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPLE MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA IS INCLUDED IN THE HISTORIC WEST DES MOINES URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID BLOCK 6, TO THE SOUTHEAST CORNER OF BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE OF SAID BLOCK 9, TO THE SOUTHEAST CORNER OF LOT 1, OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1, OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 1, TO THE NORTH LINE OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED OF SAID BLOCK 9, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF BLOCK 10 OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE EXTENDED OF SAID BLOCK 10, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF BLOCK 19, FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID BLOCK 19, TO THE NORTHEAST CORNER OF LOT 18, OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 18, OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE OF LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20, OF SAID BLOCK 24, TO THE NORTHEAST CORNER OF SAID LOT 20, OF SAID BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 20, OF SAID BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 49, BUTLER'S ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF LOTS 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 AND 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE EXTENDED OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID LOT 61, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED OF SAID LOT 61, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 84, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF LOT 84, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 32, SECOND ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 1, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, A DISTANCE OF SIX FEET;

THENCE SOUTH, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 25, FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 9, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 9, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE EAST LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 10, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED OF SAID LOT 10, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6 AND 7, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 8, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 8, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE EAST LINE OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF BLOCK 11, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 11, OF SAID VALLEY JUNCTION TO THE NORTHEAST CORNER OF LOT 7, OF SAID BLOCK 11, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE EXTENDED OF SAID LOT 7, OF SAID BLOCK 11, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 12, BLOCK 12 OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 12, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 12, OF SAID BLOCK 12 OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF LOTS 10, 11 AND 12, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 10, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE NORTHEAST CORNER OF LOT 20, BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF LOTS 15, 16, 17, 18, 19, AND 20, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 15, OF BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE EXTENDED OF SAID LOT 15, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 15, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 17, OF BLOCK 1, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 17, 18, 19, 20, 21 AND 22, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 14, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF SAID BLOCK 14, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 15, OF FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF SAID BLOCK 15, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET;

THENCE EASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET, TO THE WEST RIGHT OF WAY LINE OF 1ST STREET (STATE HIGHWAY 28);

THENCE SOUTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF 1ST STREET, TO THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE;

THENCE WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE, TO A POINT NORTH OF AND NORMAL TO THE NORTHEAST CORNER OF GOODMAN INDUSTRIAL PARK, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

THENCE SOUTH, ALONG A LINE NORMAL TO THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE, TO THE NORTHEAST CORNER OF SAID GOODMAN INDUSTRIAL PARK;

THENCE SOUTH, ALONG THE EAST LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEAST CORNER OF SAID GOODMAN INDUSTRIAL PARK;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEASTERLY CORNER OF WEST GREEN INDUSTRIAL PARK PLAT 1, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE EASTERLY LINE OF SAID WEST GREEN INDUSTRIAL PARK PLAT 1, TO THE SOUTHEAST CORNER OF PART OF LOT "D", VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA SAID LINE BEING THE SOUTH LINE OF PROPERTY CONVEYED TO LILLIE G. CLAY AND HARRY W BAILEY BY DEED DATED DECEMBER 29, 1939;

THENCE WESTERLY, ALONG SAID SOUTH LINE OF CONVEYANCE TO LILLIE G. CLAY AND HARRY W. BAILEY, EXTENDED TO THE EAST LINE OF PROPERTY CONVEYED TO THE CITY OF WEST DES MOINES IOWA FOR PUBLIC STREET PURPOSES BY DEED DATED OCTOBER 5, 1955;

THENCE NORTHERLY, ALONG SAID EAST PROPERTY LINE AND PROPERTY LINE EXTENDED FOR PUBLIC ROADWAY, TO THE NORTH RIGHT OF WAY LINE OF RAILROAD AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE AND NORTH RIGHT OF WAY LINE EXTENDED OF RAILROAD AVENUE, TO THE WEST LINE OF LOT 9, BLOCK 34, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES;

THENCE NORTH, ALONG THE WEST LINE OF LOTS 6, 7, 8 AND 9, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID LOT 6, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 33, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 7, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4 AND 5, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION, TO THE POINT OF BEGINNING.

The proposed amendment to the urban renewal plan brings the property described above under the plan and makes it subject to the provisions of the plan. The amendment includes the authorization of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Dalton Partners, LLC in connection with the renovation of an existing building for use by Mega St. Kilda, LLC in the operations of a full-service restaurant and bakery; (b) providing tax increment financing support to Junction Development Catalyst, LLC in connection with the construction of a new mixed-use building; (c) providing tax increment financing support to WillieT, LLC in connection with the renovation of an existing building into a mixed-use building, including commercial retail space; (d) providing tax increment financing support to The Foundry DSM, LLC in connection with the renovation of an existing building for use as a beer hall, distillery and commissary kitchen; (e) providing tax increment financing support to Steffes Holdings, LLC in connection with the construction of a new commercial retail building; and (f) providing tax increment financing support to Junction House 329, LLC in connection with the renovation of an existing building into a mixed-use building, including commercial retail space. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Ryan Jacobson
City Clerk

EXHIBIT A
Legal Description
Expanded Historic West Des Moines Urban Renewal Area
(2019 Addition)

A TRACT OF LAND IN SECTIONS 10, 11, 14 AND 15 TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPLE MERIDIAN, WEST DES MOINES, POLK COUNTY, IOWA IS INCLUDED IN THE HISTORIC WEST DES MOINES URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID BLOCK 6, TO THE SOUTHEAST CORNER OF BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE OF SAID BLOCK 9, TO THE SOUTHEAST CORNER OF LOT 1, OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1, OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 1, TO THE NORTH LINE OF SAID BLOCK 9, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED OF SAID BLOCK 9, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF BLOCK 10 OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE EXTENDED OF SAID BLOCK 10, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF BLOCK 19, FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE WEST LINE OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID BLOCK 19, TO THE NORTHEAST CORNER OF LOT 18, OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 18, OF SAID BLOCK 19, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE OF LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20, OF SAID BLOCK 24, TO THE NORTHEAST CORNER OF SAID LOT 20, OF SAID BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 20, OF SAID BLOCK 24, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 49, BUTLER'S ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF LOTS 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 AND 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE EXTENDED OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID LOT 61, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED OF SAID LOT 61, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 84, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF LOT 84, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 32, SECOND ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 1, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 2, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 12, OF SAID BLOCK 32, OF SAID SECOND ADDITION TO VALLEY JUNCTION, A DISTANCE OF SIX FEET;

THENCE SOUTH, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 25, FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF SAID LOT 9, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 9, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE EAST LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE WEST, ALONG THE SOUTH LINE OF SAID BLOCK 25, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 10, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE EXTENDED OF SAID LOT 10, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4, 5, 6 AND 7, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 8, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 8, OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE EAST LINE OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF SAID BLOCK 18, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE NORTHEAST CORNER OF BLOCK 11, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 11, OF SAID VALLEY JUNCTION TO THE NORTHEAST CORNER OF LOT 7, OF SAID BLOCK 11, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE EXTENDED OF SAID LOT 7, OF SAID BLOCK 11, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 12, BLOCK 12 OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 12, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 12, OF SAID BLOCK 12 OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF LOTS 10, 11 AND 12, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE EXTENDED OF SAID LOT 10, OF SAID BLOCK 12, OF SAID VALLEY JUNCTION, TO THE NORTHEAST CORNER OF LOT 20, BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE SOUTH, ALONG THE EAST LINE OF LOTS 15, 16, 17, 18, 19, AND 20, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 15, OF BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE EXTENDED OF SAID LOT 15, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 3, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 15, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 2, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 17, OF BLOCK 1, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 17, 18, 19, 20, 21 AND 22, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 14, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF SAID BLOCK 14, OF SAID VALLEY JUNCTION, TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 15, OF FIRST ADDITION TO VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE AND EAST LINE EXTENDED OF LOTS 10, 11, 12, 13, 14, 15, 16, 17 AND 18, OF SAID BLOCK 15, OF SAID FIRST ADDITION TO VALLEY JUNCTION, TO THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET;

THENCE EASTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF WALNUT STREET, TO THE WEST RIGHT OF WAY LINE OF 1ST STREET (STATE HIGHWAY 28);

THENCE SOUTH, ALONG THE WEST RIGHT OF WAY LINE AND WEST RIGHT OF WAY LINE EXTENDED OF 1ST STREET, TO THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE;

THENCE WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE, TO A POINT NORTH OF AND NORMAL TO THE NORTHEAST CORNER OF GOODMAN INDUSTRIAL PARK, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

THENCE SOUTH, ALONG A LINE NORMAL TO THE SOUTH RIGHT OF WAY LINE OF RAILROAD AVENUE, TO THE NORTHEAST CORNER OF SAID GOODMAN INDUSTRIAL PARK;

THENCE SOUTH, ALONG THE EAST LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEAST CORNER OF SAID GOODMAN INDUSTRIAL PARK;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEASTERLY CORNER OF WEST GREEN INDUSTRIAL PARK PLAT 1, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE EASTERLY LINE OF SAID WEST GREEN INDUSTRIAL PARK PLAT 1, TO THE SOUTHEAST CORNER OF PART OF LOT "D", VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA SAID LINE BEING

THE SOUTH LINE OF PROPERTY CONVEYED TO LILLIE G. CLAY AND HARRY W BAILEY BY DEED DATED DECEMBER 29, 1939;

THENCE WESTERLY, ALONG SAID SOUTH LINE OF CONVEYANCE TO LILLIE G. CLAY AND HARRY W. BAILEY, EXTENDED TO THE EAST LINE OF PROPERTY CONVEYED TO THE CITY OF WEST DES MOINES IOWA FOR PUBLIC STREET PURPOSES BY DEED DATED OCTOBER 5, 1955;

THENCE NORTHERLY, ALONG SAID EAST PROPERTY LINE AND PROPERTY LINE EXTENDED FOR PUBLIC ROADWAY, TO THE NORTH RIGHT OF WAY LINE OF RAILROAD AVENUE;

THENCE EAST, ALONG THE NORTH RIGHT OF WAY LINE AND NORTH RIGHT OF WAY LINE EXTENDED OF RAILROAD AVENUE, TO THE WEST LINE OF LOT 9, BLOCK 34, VALLEY JUNCTION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES;

THENCE NORTH, ALONG THE WEST LINE OF LOTS 6, 7, 8 AND 9, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF SAID LOT 6, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 34, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 33, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 33, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, BLOCK 7, OF SAID VALLEY JUNCTION;

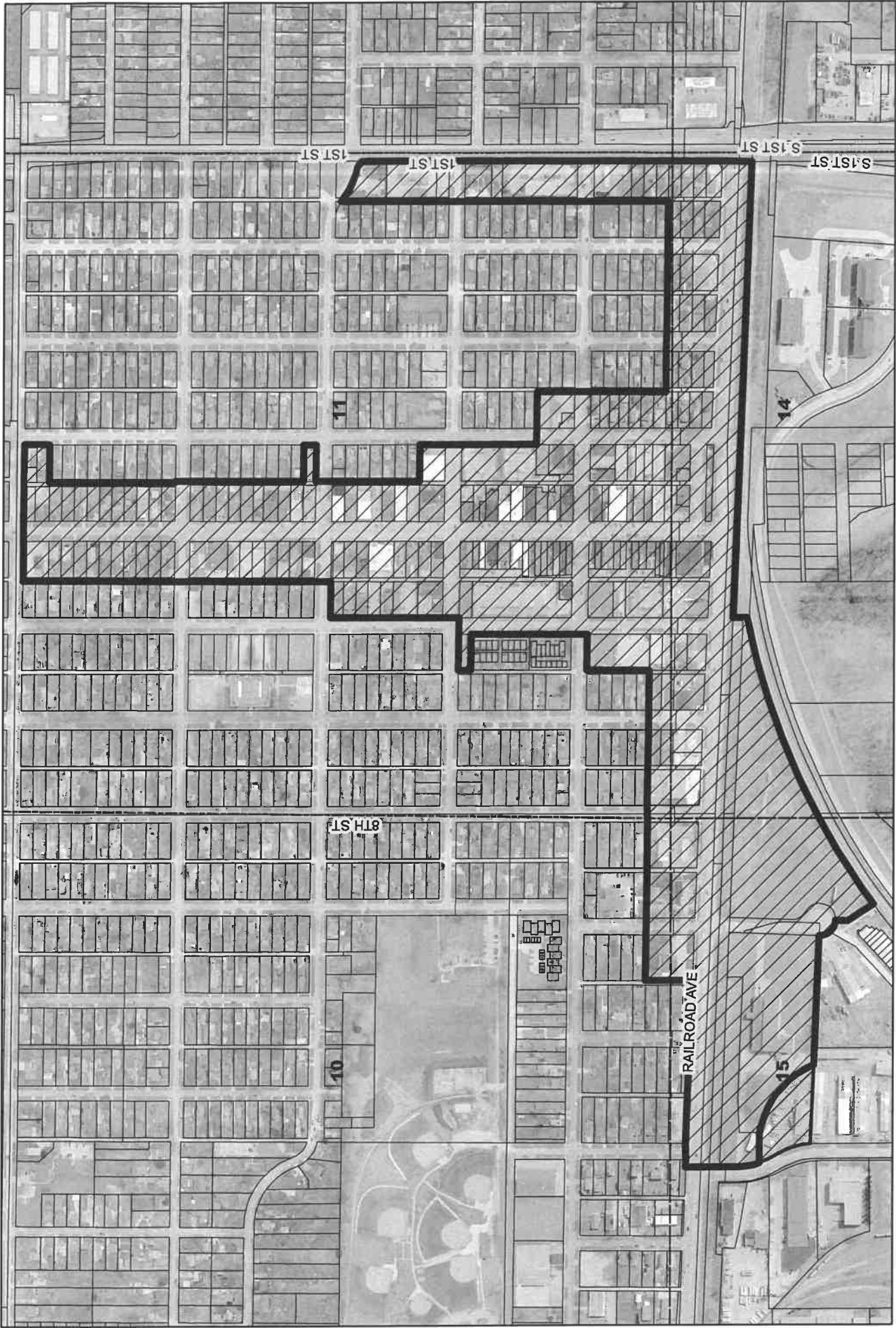
THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 6, OF SAID BLOCK 7, OF SAID VALLEY JUNCTION, TO THE NORTHWEST CORNER OF LOT 13, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE EAST, ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF SAID LOT 13, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION, TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION;

THENCE NORTH, ALONG THE WEST LINE OF LOTS 1, 2, 3, 4 AND 5, OF SAID BLOCK 6, OF SAID VALLEY JUNCTION, TO THE POINT OF BEGINNING.



(The legal description set forth herein is the entire legal description of the entire Historic West Des Moines Urban Renewal Area, including the December, 2019 Addition)



PROJECT: **Historic West Des Moines Urban Renewal Area**
 LOCATION: **Corrected Urban Renewal Area**
 AUTHOR: **BJM** DATE: **10/30/2019** SHEET: **1 OF 1**



Legend

-  Corrected Urban Renewal Area
-  Existing Urban Renewal Area

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

DATE: November 4, 2019

ITEM: **Resolution** - Approving the Participating Provider Agreement between the City of West Des Moines and Iowa Total Care, Inc.

FINANCIAL IMPACT: This action results in a positive fiscal impact.

BACKGROUND: The City of West Des Moines Emergency Medical Services (EMS) provides ambulance services for individuals with Medicaid insurance. This Participating Provider Agreement is between the City of West Des Moines and Iowa Total Care a wholly owned subsidiary of Centene, in partnership with the Iowa Department of Human Services and covers non-emergent services.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: That Council approve the Resolution to authorize the Mayor to execute the Participating Provider Agreement between the City of West Des Moines and Total Care, Inc.

Lead Staff Member: Chief Craig Leu, EMS

STAFF REVIEWS

Department Director	Richard Scieszinski, City Attorney
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	na
Dates(s) Published	na

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendations	Yes	No	NA

RESOLUTION NO. _____

RESOLUTION APPROVING PARTICIPATING PROVIDER AGREEMENT

WHEREAS, the City of West Des Moines Emergency Medical Services (EMS) provides ambulance services; and

WHEREEAS, Iowa Total Care, Inc is a wholly owned subsidiary of Centene, in partnership with the Iowa Department of Human Services; and

WHEREAS, approval of the Participating Provider Agreement will maximize reimbursement rates for Medicaid services; and

WHEREAS, approval of the Participating Provider Agreement between the City of West Des Moines and Iowa Total Care, Inc. is in the best interest of the City of West Des Moines

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

1. The Participating Provider Agreement between the City of West Des Moines and Iowa Total Care, Inc. is hereby approved.
2. The Mayor is authorized to sign the Participating Provider Agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND APPROVED this 4th day of November, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this “Agreement”) is made and entered by and between City of West Des Moines (“Provider”) and Iowa Total Care, Inc. (“Health Plan”) (each a “Party” and collectively the “Parties”). This Agreement is effective as of the date designated by Health Plan on the signature page of this Agreement (“Effective Date”).

WHEREAS, Provider desires to provide certain health care services to individuals in products offered by or available from or through a Company or Payor (as hereafter defined), and Provider desires to participate in such products as a Participating Provider (as defined herein), all as hereinafter set forth.

WHEREAS, Health Plan desires for Provider to provide such health care services to individuals in such products, and Health Plan desires to have Provider participate in certain of such products as a Participating Provider, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals and mutual promises herein stated, the Parties hereby agree to the provisions set forth below.

ARTICLE I - DEFINITIONS

When appearing with initial capital letters in this Agreement (including an Attachment), the following quoted and underlined terms (and the plural thereof, when appropriate) have the meanings set forth below.

1.1. “Affiliate” means a person or entity directly or indirectly controlling, controlled by, or under common control with Health Plan.

1.2. “Attachment” means any document, including an addendum, schedule or exhibit, attached to this Agreement as of the Effective Date or that becomes attached pursuant to Section 2.2 or Section 8.7, all of which are incorporated herein by reference and may be amended from time to time as provided in this Agreement.

1.3. “Clean Claim” has, as to each particular Product, the meaning set forth in the applicable Product Attachment or, if no such definition exists, the Provider Manual.

1.4. “Company” means, as appropriate in the context, Health Plan and/or one or more of its Affiliates, except those specifically excluded by Health Plan.

1.5. “Compensation Schedule” means at any given time the then effective schedule(s) of maximum rates applicable to a particular Product under which Provider and Contracted Providers will be compensated for the provision of Covered Services to Covered Persons. Such Compensation Schedule(s) will be set forth or described in one or more Attachments to this Agreement, and may be included within a Product Attachment.

1.6. Intentionally omitted.

1.7. “Coverage Agreement” means any agreement, program or certificate entered into, issued or agreed to by Company or Payor, under which Company or Payor furnishes administrative services or other services in support of a health care program for an individual or group of individuals, and which may include access to one or more of Company’s provider networks or vendor arrangements, except those excluded by Health Plan.

1.8. “Covered Person” means any individual entitled to receive Covered Services pursuant to the terms of a Coverage Agreement.

1.9. “Covered Services” means those services and items for which benefits are available and payable under the applicable Coverage Agreement and which are determined, if applicable, to be Medically Necessary.

1.10. “Medically Necessary” or “Medical Necessity” shall have the meaning defined in the applicable Coverage Agreement or applicable Regulatory Requirements.

1.11. “Participating Provider” means, with respect to a particular Product, any physician, hospital, ancillary, or other health care provider that has contracted, directly or indirectly, with Health Plan to provide Covered Services to Covered Persons, that has been approved for participation by Company, and that is designated by Company as a “participating provider” in such Product.

1.12. “Payor” means the entity (including Company where applicable) that bears direct financial responsibility for paying from its own funds, without reimbursement from another entity, the cost of Covered Services rendered to Covered Persons under a Coverage Agreement and, if such entity is not Company, such entity contracts, directly or indirectly, with Company for the provision of certain administrative or other services with respect to such Coverage Agreement.

1.13. “Payor Contract” means the contract with a Payor, pursuant to which Company furnishes administrative services or other services in support of the Coverage Agreements entered into, issued or agreed to by a Payor, which services may include access to one or more of Company’s provider networks or vendor arrangements, except those excluded by Health Plan. The term “Payor Contract” includes Company’s or other Payor’s contract with a governmental authority (also referred to herein as a “Governmental Contract”) under which Company or Payor arranges for the provision of Covered Services to Covered Persons.

1.14. “Product” means any program or health benefit arrangement designated as a “product” by Health Plan (e.g., Health Plan Product, Medicaid Product, PPO Product, Payor-specific Product, etc.) that is now or hereafter offered by or available from or through Company (and includes the Coverage Agreements that access, or are issued or entered into in connection with such product, except those excluded by Health Plan).

1.15. “Product Attachment” means an Attachment setting forth requirements, terms and conditions specific or applicable to one or more Products, including certain provisions that must be included in a provider agreement under the Regulatory Requirements, which may be alternatives to, or in addition to, the requirements, terms and conditions set forth in this Agreement or the Provider Manual.

1.16. “Provider Manual” means the provider manual and any billing manuals, adopted by Company or Payor which include, without limitation, requirements relating to utilization management, quality management, grievances and appeals, and Product-specific, Payor-specific and State-specific requirements, as may be amended from time to time by Company or Payor.

1.17. “Regulatory Requirements” means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Product Attachment.

1.18. “State” is defined as the state identified in the applicable Attachment.

ARTICLE II – PRODUCTS AND SERVICES

2.1. Provider. Provider shall comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement (including the provisions of Schedule A that are applicable to Provider or their services, and any other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and

obligations imposed on Provider under this Agreement (including each Attachment), and the Provider Manual.

2.2. Participation in Products. Subject to the other provisions of this Agreement, Provider may be identified as a Participating Provider in each Product identified in a Product Attachment designated on Schedule B of this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.1. Intentionally omitted.

2.2.2. Provider may only identify itself as a Participating Provider for those Products in which the Contracted Provider actually participates as provided in this Agreement. Provider acknowledges that Company or Payor may have, develop or contract to develop various Products or provider networks that have a variety of provider panels, program components and other requirements. No Company or Payor warrants or guarantees that Provider: (i) will participate in all or a minimum number of provider panels, (ii) will be utilized by a minimum number of Covered Persons, or (iii) will indefinitely remain a Participating Provider or member of the provider panel for a particular network or Product.

2.2.3. Provider shall provide Health Plan, from time to time or on a periodic basis as reasonably requested by Health Plan, with a complete and accurate list containing the names, office telephone numbers, addresses, tax identification numbers, hospital affiliations, specialties and board status (if applicable), State license number, and National Provider Identifier and such other information as mutually agreed upon by the Parties, and shall provide Health Plan with a list of modifications to such list at least thirty (30) days prior to the effective date of such changes, when possible.

2.2.4. Intentionally omitted.

2.2.5. If Company desires to add Provider to an additional Product, Company, will provide advance written notice (electronic or paper) thereof to Provider, along with the applicable Product Attachment and the new Compensation Schedule, if any. The applicable Contracted Providers will not be designated as Participating Providers in such additional Product if Provider opts out of such additional Product by giving Company, as applicable, written notice of its decision to opt-out within thirty (30) days of Company's or Payor's, as applicable, giving of written notice. If Provider timely provides such opt-out notice, the applicable Provider will not be considered a Participating Provider in such Product. If Provider does not timely provide such opt-out notice, then Provider shall be a Participating Provider in such additional Product on the terms and conditions set forth in this Agreement and the applicable Product Attachment.

2.3. Covered Services. Provider shall provide Covered Services described or referenced in the applicable Product Attachment(s) to Covered Persons in those Products in which Provider is a Participating Provider, in accordance with this Agreement. Provider shall provide Covered Services to Covered Persons with the same degree of care and skill as customarily provided to patients who are not Covered Persons, within the scope of Provider's license and in accordance with generally accepted standards of Provider's practice and business and in accordance with the provisions of this Agreement, the Provider Manual, and Regulatory Requirements.

2.4. Provider Manual; Policies and Procedures. Provider shall make reasonable efforts to cooperate and comply with the requirements, policies, programs and procedures (“Policies”) of Company and Payor, which may be described in the Provider Manual and include, but are not limited to, the following: credentialing criteria and requirements; notification requirements; medical management programs; claims and billing, quality assessment and improvement, utilization review and management, disease management, case management, on-site reviews, referral and prior authorization, and grievance and appeal procedures; coordination of benefits and third party liability policies; carve-out and third party vendor programs; and data reporting requirements. Health Plan shall make the Provider Manual available to Provider and Contracted Providers via one or more designated websites or alternative means. Upon Provider’s reasonable request, Health Plan shall provide Provider with a copy of the Provider Manual. In the event of a material change to the Provider Manual, Health Plan will use reasonable efforts to notify Provider in advance of such change. Such notice may be given by Health Plan through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper).

2.5. Credentialing Criteria. Provider shall use reasonable efforts to complete Company’s and/or Payor’s credentialing and/or recredentialing process as required by Company’s and/or Payor’s credentialing Policies, and shall use reasonable efforts during the term of this Agreement to meet Company’s and/or Payor’s credentialing criteria. Provider represents, warrants and agrees: (a) that it is currently, and for the duration of this Agreement shall remain: (i) in compliance with all applicable Regulatory Requirements, including licensing laws; (ii) if applicable, accredited by The Joint Commission or the American Osteopathic Association; and (iii) a Medicare participating provider under the federal Medicare program and a Medicaid participating provider under applicable federal and State laws; and (b) that Provider will perform its duties in accordance with all Regulatory Requirements, as well as applicable national, State and local standards of professional ethics and practice. Provider shall not provide Covered Services to Covered Persons or identify itself as a Participating Provider unless and until Provider has been notified, in writing, by Company that Provider has successfully completed Company’s credentialing process.

2.6. Eligibility Determinations. Provider shall use reasonable efforts to timely verify whether an individual seeking Covered Services is a Covered Person. Company or Payor, as applicable, will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. Company or Payor, as applicable, does not guarantee that persons identified as Covered Persons are eligible for benefits or that all services or supplies are Covered Services. If Company, Payor or its delegate determines that an individual was not a Covered Person at the time services were rendered, such services shall not be eligible for payment under this Agreement. In addition, Company will use reasonable efforts to include or contractually require Payors to clearly display Company’s name, logo or mailing address (or other identifier(s) designated from time to time by Company) on each membership card.

2.7. Referral and Preauthorization Procedures. Provider shall use reasonable efforts to comply with referral and preauthorization procedures adopted by Company and or Payor, as applicable, prior to referring a Covered Person to any individual, institutional or ancillary health care provider. Unless otherwise expressly authorized in writing by Company or Payor, Provider and Contracted Providers shall use reasonable efforts to refer Covered Persons only to Participating Providers to provide the Covered Service for which the Covered Person is referred. Except as required by applicable law, failure of Provider and Contracted Providers to follow such procedures may result in denial of payment for unauthorized treatment.

2.8. Treatment Decisions. No Company or Payor is liable for, nor will it exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider understand that determinations of Company or Payor that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the Provider Manual are administrative decisions only. Such decisions do not absolve Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Provider’s relationship with Covered Persons, or (ii) prohibits or restricts a

Provider from disclosing to any Covered Person any information that Provider deems appropriate regarding health care quality, medical treatment decisions or alternatives.

2.9. Carve-Out Vendors. Provider acknowledges that Company may, during the term of this Agreement, carve-out certain Covered Services from its general provider contracts, including this Agreement, for one or more Products as Company deems necessary or appropriate. Provider and Contracted Providers shall use reasonable efforts to cooperate with and, when medically appropriate, utilize all third party vendors designated by Company for those Covered Services identified by Company from time to time for a particular Product.

2.10. Prohibition. Provider, each Contracted Provider and the officers of Company shall not slander or libel the other during the term of this Agreement or in connection with any expiration, termination or non-renewal of this Agreement. Neither Provider nor Contracted Provider shall interfere with Company's direct or indirect contractual relationships including, but not limited to, those with Covered Persons or other Participating Providers. Nothing in this Agreement should be construed as limiting the ability of either Health Plan, Company, or Provider to inform Covered Persons that this Agreement has been terminated or otherwise expired or, with respect to Provider, to promote Provider to the general public or to post information regarding other health plans consistent with Provider's usual procedures, provided that no such promotion or advertisement is specifically directed at one or more Covered Persons. In addition, nothing in this provision should be construed as limiting Company's ability to use and disclose information and data obtained from or about Provider or Contracted Provider, including this Agreement, to the extent determined reasonably necessary or appropriate by Company in connection with its efforts to comply with Regulatory Requirements and to communicate with regulatory authorities.

2.11. Nondiscrimination. Provider will provide Covered Services to Covered Persons without discrimination on account of race, sex, sexual orientation, gender identity, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment (e.g., Medicaid generally or a State-specific health care program), physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991. Provider recognizes that, as a governmental contractor, Company or Payor may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Provider agrees to comply with such requirements as described in any applicable Attachment.

2.12. Notice of Certain Events. Provider shall give written notice to Health Plan of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of Provider's or a Contracted Provider's license; (iii) termination, suspension, exclusion or voluntary withdrawal of Provider from any state or federal health care program, including but not limited to Medicaid; or (iv) any settlements or judgments in connection with a lawsuit or claim filed or asserted against Provider alleging professional malpractice involving a Covered Person. In any instance described in subsection (i)-(iii) above, Provider must use reasonable efforts to notify Health Plan or Payor in writing within ten (10) days, and in any instance described in subsection (iv) above, Provider must notify Health Plan or Payor in writing within thirty (30) days, from the date it first obtains knowledge of the pending of the same.

2.13. Use of Name. Provider hereby authorizes each Company or Payor to use their respective names, telephone numbers, addresses, specialties, certifications, hospital affiliations (if any), and other descriptive characteristics of their facilities, practices and services for the purpose of identifying the Providers as "Participating Providers" in the applicable Products. Provider may only use the name of the applicable Company or Payor for purposes of identifying the Products in which they participate, and may not use the registered trademark or service mark of Company or Payor without prior written consent.

2.14. Compliance with Regulatory Requirements. Provider and Company agree to carry out their respective obligations under this Agreement and the Provider Manual in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder.

2.15. Program Integrity Required Disclosures. Provider agrees to furnish to Health Plan complete and accurate

information necessary to permit Company to comply with the collection of disclosures requirements specified in 42 C.F.R. Part 455 Subpart B or any other applicable State or federal requirements, within such time period as is necessary to permit Company to comply with such requirements. Such requirements include but are not limited to: (i) 42 C.F.R. §455.105, relating to (a) the ownership of any subcontractor with whom Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request and

(b) any significant business transaction between Provider and any wholly owned supplier or subcontractor during the five (5) year period ending on the date of the request; (ii) 42 C.F.R. §455.104, relating to individuals or entities with an ownership or controlling interest in Provider; and (iii) 42 C.F.R. §455.106, relating to individuals with an ownership or controlling interest in Provider, or who are managing employees of Provider, who have been convicted of a crime.

ARTICLE III – CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

3.1. Claims or Encounter Data Submission. As provided in the Provider Manual and/or Policies, Provider shall submit to Payor or its delegate claims for payment for Covered Services rendered to Covered Persons. Contracted Provider shall use reasonable efforts to submit encounter data to Payor or its delegate in a timely fashion, which must contain statistical and descriptive medical and patient data and identifying information, if and as required in the Provider Manual. Payor or its delegate reserves the right to reasonably deny payment to Provider if Provider fails to submit claims for payment or encounter data in substantial accordance with the Provider Manual and/or Policies.

3.2. Compensation. The compensation for Covered Services provided to a Covered Person (“Compensation Amount”) will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement and the Provider Manual, Provider shall accept the Compensation Amount as payment in full for the provision of Covered Services. Subject to the terms of this Agreement, Payor shall pay or arrange for payment of each claim received from Provider for Covered Services provided to a Covered Person in accordance with the applicable Compensation Amount less any applicable copayments, cost-sharing or other amounts that are the Covered Person’s financial responsibility under the applicable Coverage Agreement.

3.3. Financial Incentives. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for Provider to withhold Covered Services.

3.4. Hold Harmless. Provider agrees that in no event, including but not limited to non-payment by a Payor, a Payor’s insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or person acting on the Covered Person’s behalf, other than Payor, for Covered Services provided under this Agreement. This provision shall not prohibit collection of any applicable copayments, cost-sharing or other amounts that are the Covered Person’s financial responsibility under the applicable Coverage Agreement. This provision survives termination or expiration of this Agreement for any reason, will be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider and a Covered Person.

3.5. Recovery Rights. Payor or its delegate shall have the right to immediately offset or recoup any and all amounts owed by Provider or a Contracted Provider to Payor or Company against amounts owed by the Payor or Company to the Provider or Contracted Provider. Provider and Contracted Providers agree that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider or a Contracted Provider.

ARTICLE IV – RECORDS AND INSPECTIONS

4.1. Records. Provider shall use reasonable efforts to maintain medical, financial and administrative records related to items or services provided to Covered Persons, including but not limited to a complete and accurate permanent medical record for each such Covered Person, in such form and detail as are required by applicable Regulatory Requirements and consistent with generally accepted medical standards.

4.2. Access. Provider shall provide reasonable access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) Company and Payor, during regular business hours and upon reasonable prior notice; (ii) appropriate State and federal authorities, to the extent such access is necessary to comply with Regulatory Requirements; and (iii) accreditation organizations. Provider shall provide copies of such records to any of the foregoing that may make such request. Provider also shall use reasonable efforts to obtain any authorization or consent that may be required from a Covered Person in order to release medical records and information to Company or Payor or any of their delegates. Provider shall use reasonable efforts to cooperate in and allow reasonable on-site inspections of its facilities and records by Company, Payor, their delegates, authorized government officials, and accreditation organizations. Provider shall use reasonable efforts upon reasonable notice to compile information necessary for the expeditious completion of such on-site inspection in a timely manner.

4.3. Record Transfer. Subject to applicable Regulatory Requirements, Provider shall use reasonable efforts to cooperate in the timely transfer of Covered Persons' medical records to any other health care provider, at no charge and when required.

ARTICLE V – INSURANCE AND INDEMNIFICATION

5.1. Insurance. During the term of this Agreement and for any applicable continuation period as set forth in Section 7.3 of this Agreement, Provider shall maintain policies of general and professional liability insurance and other insurance necessary to insure Provider and such Contracted Provider, respectively; their respective employees; and any other person providing services hereunder on behalf of Provider or such Contracted Provider, as applicable, against any claim(s) of personal injuries or death alleged to have been caused or caused by their performance under this Agreement. Such insurance shall include, but not be limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier acceptable to Health Plan, and in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate unless a lesser amount is accepted by Health Plan or where State law mandates otherwise. Provider will provide Health Plan with at least fifteen (15) days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon Health Plan's request, Provider and each Contracted Provider will furnish Health Plan with evidence of such insurance.

5.2. Indemnification by Provider and Contracted Provider. Provider shall indemnify and hold harmless (and at Health Plan's request defend) Company and Payor and all of their respective officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations arising from or relating to any negligence, wrongful act or omission, or breach of this Agreement by Provider or any of their respective officers, directors, agents or employees.

5.3. Indemnification by Health Plan. Health Plan agrees to indemnify and hold harmless (and at Provider's request defend) Provider, Contracted Providers, and their officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees), judgments, or obligations arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Company or its directors, officers, agents or employees.

ARTICLE VI – DISPUTE RESOLUTION

6.1. Informal Dispute Resolution. Any dispute between Provider and/or a Contracted Provider, as applicable (the “Provider Party”), and Health Plan and/or Company, as applicable (including any Company acting as Payor) (the “Administrator Party”), with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action hereunder, whether sounding in tort, contract or under statute (a “Dispute”) shall first be addressed by exhausting the applicable procedures in the Provider Manual pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the matter is not resolved to satisfaction of the Provider Party and the Administrator Party, or if there are no applicable procedures in the Provider Manual, then the Provider Party and the Administrator Party shall engage in a period of good faith negotiations between their designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either the Provider Party or the Administrator Party upon written request to the other, provided such request takes place within one year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute.

ARTICLE VII – TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the Health Plan Effective Date, and will remain in effect for an initial term (“Initial Term”) of three (3) year(s), after which it will automatically renew for successive terms of one (1) year each (each a “Renewal Term”), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than one hundred eighty (180) days prior to the end of the then-current term. In addition, either Party may elect to not renew Provider’s participation as a Participating Provider in a particular Product for the next Renewal Term, by giving Provider written notice of such non-renewal not less than one hundred eighty (180) days prior to the, as applicable, last day of the Initial Term or applicable Renewal Term; in such event, Provider shall immediately notify the affected Contracted Provider of such non-renewal. Termination of Provider’s participation in a particular Product will not have the effect of terminating either this Agreement or Provider’s participation in any other Product in which Provider participates under this Agreement.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below.

7.2.1. Upon Notice. This Agreement may be terminated by either Party giving the other Party at least one hundred eighty (180) days prior written notice of such termination. The participation of Provider as a Participating Provider in a Product may be terminated by either Party giving the other Party at least one hundred eighty (180) days prior written notice of such termination; in such event, Provider shall immediately notify Provider of such termination.

7.2.2. With Cause. This Agreement, or the participation of Provider as a Participating Provider in one or more Products under this Agreement, may be terminated by either Party giving at least ninety (90) days prior written notice of termination to the other Party if such other Party (or the applicable Contracted Provider) is in breach of any material term or condition of this Agreement and such other Party (or the Contracted Provider) fails to cure the breach within the sixty (60) day period immediately following the giving of written notice of such breach. Any notice given pursuant to this Section 7.2.2 must describe the specific breach. In the case of a termination of a Contracted Provider, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, Health Plan has the right to immediately suspend or terminate the participation Provider in any or all Products by giving written notice thereof to Provider when Health Plan determines that (i) based upon available information, the continued participation of Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. During such suspension, Provider shall, as directed by Health Plan, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, Provider shall notify Covered Persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until Provider's participation is reinstated or terminated.

7.2.4. Insolvency. This Agreement may be terminated immediately by a Party giving written notice thereof to the other Party if the other Party is insolvent or has bankruptcy proceedings initiated against it.

7.2.5. Credentialing. The status of Provider as a Participating Provider in one or more Products may be terminated immediately by Health Plan giving written notice thereof to Provider if Provider fails to adhere to Company's or Payor's credentialing criteria, including, but not limited to, if the Contracted Provider (i) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (ii) fails to comply with the insurance requirements set forth in this Agreement; or (iii) is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program.

7.3. Effect of Termination. After the effective date of termination of this Agreement or Provider's participation in a Product, this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, Provider shall (i) continue to provide Covered Services to Covered Persons in the applicable Product(s) during the longer of the ninety (90) day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by Company, Provider shall continue to provide, as a Participating Provider, Covered Services to Covered Persons until such Covered Persons are assigned or transferred to another Participating Provider in the applicable Product(s), and (ii) continue to comply with and abide by all of the applicable terms and conditions of this Agreement, including, but not limited to, Section 3.4 (Hold Harmless) hereof, in connection with the provision of such Covered Services during such continuation period. During such continuation period, Provider will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

7.4. Survival of Obligations. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Sections 2.8, 2.10, 3.2, 3.4, 3.5, 4.2, 5.1, 5.2, 5.3, 6.2, 7.3, and 7.4 and Article VIII, survive the expiration or termination of this Agreement.

ARTICLE VIII - MISCELLANEOUS

8.1. Relationship of Parties. The relationship between or among Health Plan, Company, and Provider is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship. References herein to the rights and obligations of any Company under this Agreement are references to the rights and obligations of each Company individually and not collectively. A Company is only responsible for performing its respective obligations hereunder with respect to a particular Product, Coverage Agreement, Payor Contract, Covered Service or Covered Person. A breach or default by an individual Company shall not constitute a breach or default by any other Company, including but not limited to Health Plan.

8.2. Conflicts Between Certain Documents. If there is any conflict between this Agreement and the Provider Manual, this Agreement will control. In the event of any conflict between this Agreement and any Product Attachment, the Product Attachment will control as to such Product.

8.3. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated, subcontracted or transferred by Provider without Health Plan's prior written consent. Health Plan shall have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of Health Plan, or purchaser of the assets or stock of Health Plan, or the line of business or business unit primarily responsible for carrying out Health Plan's obligations under this Agreement.

8.4. Headings. The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

8.5. Governing Law. The interpretation of this Agreement and the rights and obligations of Health Plan, Company, and Provider will be governed by and construed in accordance with applicable federal and State laws.

8.6. Third Party Beneficiary. This Agreement is entered into by the Parties signing it for their benefit, as well as, in the case of Health Plan, the benefit of Company, and in the case of Provider, the benefit of each Contracted Provider. Except as specifically provided in Section 3.4 hereof, no Covered Person or third party, other than Company, will be considered a third party beneficiary of this Agreement.

8.7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the Parties.

8.7.1. Health Plan may amend this Agreement by giving Provider thirty (30) day written notice of the amendment to the extent such amendment is necessary for Health Plan to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by Provider upon the giving of such notice.

8.7.2. Health Plan may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. Unless Provider notifies Health Plan in writing of its objection to such amendment during the thirty (30) day period following the giving of such notice by Health Plan, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to either the base agreement or any Attachment, Health Plan may exclude Provider from being a Participating Provider in the applicable Product (or any component program of, or Coverage Agreement in connection with, such Product).

8.8. Entire Agreement. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between Health Plan and Provider relating to a subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.

8.9. Severability. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions.

8.10. Waiver. The waiver by either Party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.

8.11. Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as follows:

To Health Plan at:

Attn: President

Iowa Total Care, Inc.

1080 Jordan Creek Pkwy, Suite 100 South

West Des Moines, IA 50266

To Provider at:

Attn: Chief Craig Leu

City of West Des Moines

P.O. Box 65320

West Des Moines, IA 50265

cleu@wdm.iowa.gov

or to such other address as such Party may designate in writing. Notwithstanding the previous paragraph, Health Plan may provide notices by electronic mail, through its provider newsletter or on its provider website.

8.12. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either Party's employees, or any other similar cause beyond the reasonable control of such Party.

8.13. Proprietary Information. Health Plan understands Provider is a government entity and subject to Iowa Code Chapters 21 and 22.

8.14. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind Provider to the terms of the Agreement with Health Plan. Provider acknowledges that references herein to the rights and obligations of any "Company" or a "Payor" under this Agreement are references to the rights and obligations of each Company and each Payor individually and not of the Companies or Payors collectively. Notwithstanding anything herein to the contrary, all such rights and obligations are individual and specific to each such Company and each such Payor and the reference to Company or Payor herein in no way imposes any cross-guarantees or joint responsibility or liability by, between or among such individual Companies or Payors. A breach or default by an individual Company or Payor shall not constitute a breach or default by any other Company or Payor, including but not limited to Health Plan.

* * * * *

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, including all Product Attachments noted on Schedule B, effective as of the date set forth beneath their respective signatures.

HEALTH PLAN:

Iowa Total Care, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

ECM #: 416439

To be completed by Health Plan only:
<u>Effective Date:</u>

PROVIDER:

City of West Des Moines
(Legibly Print Name of Provider)

Authorized Signature:

Print Name:

Title:

Signature Date:

Tax Identification Number: 42-6005359

State Medicaid Number:

National Provider Identifier:

Medicare Number:

PARTICIPATING PROVIDER AGREEMENT

**SCHEDULE A
INENTIONALLY OMITTED
PARTICIPATING PROVIDER AGREEMENT**

**SCHEDULE B
PRODUCT PARTICIPATION**

Provider will be designated as a “Participating Provider” in the Product Attachments listed below as of the date of successful completion of credentialing in accordance with this Agreement.

List of Product Attachments:

Attachment A: Medicaid

Attachment B: [Reserved]

Attachment C: Commercial-Exchange

Attachment A: Medicaid

MEDICAID PRODUCT ATTACHMENT

This PRODUCT ATTACHMENT (“*Attachment*”) is made and entered between Iowa Total Care, Inc. (“*Health Plan*”) and City of West Des Moines (“*Provider*”).

WHEREAS, Health Plan and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the “*Agreement*”), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, pursuant to the provisions of the Agreement, this Attachment is identified on the signature page of the Agreement and, as such, Provider will be designated and participate as “*Participating Provider*” in the Product described in this Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. **Defined Terms.** For purposes of the Medicaid Product (as herein defined), the following terms (and the plural thereof, when appropriate) have the meaning set forth below. All capitalized terms not specifically defined in this Attachment will have the meaning given to such terms in the Agreement.

1.1 “*Agency*” means the Iowa Department of Human Services.

1.2 “*Clean Claim*” means a claim that has no defect or impropriety (including any lack of required substantiating documentation) or particular circumstance requiring special treatment that prevents timely payment of the claim. It does not include a claim from a provider who is under investigation for fraud or abuse or a claim under review for Medical Necessity.

1.3 “*Medicaid Product*” (sometimes this “*Product*”) refers to those programs and health benefit arrangements offered by Company pursuant to contract(s) with one or more state Medicaid agency(ies), or any successors thereto, to provide specified services and goods to covered beneficiaries under state Medicaid-funded programs and to meet certain performance standards while doing so (each a “*State Contract*”). The Medicaid Product does not apply to Coverage Agreements that are specifically covered by another Product Attachment to the Agreement.

1.4 “*Medically Necessary*” or “*Medical Necessity*” means those Covered Services that are, under the terms and conditions of the State Contract, determined through Health Plan or Payor utilization management to be:

A. appropriate and necessary for the symptoms, diagnosis or treatment of the condition of the Covered Person;

B. provided for the diagnosis or direct care and treatment of the condition of Covered Person enabling the Covered Person to make reasonable progress in treatment;

C. within standards of professional practice and given at the appropriate time and in the appropriate setting;

D. not primarily for the convenience of the Covered Person, the Covered Person’s

physician or other provider; and

E. the most appropriate level of Covered Services, which can safely be provided.

1.5 “*State*” means Iowa.

1.6 “*Subcontractor*” means a third party who contracts with the Health Plan or another subcontractor to perform a portion of the duties in the Scope of Work under the State Contract. This does not include providers who solely provide medical services to Covered Persons pursuant to a provider agreement.

2. Product Participation.

2.1 Medicaid and/or CHIP Product. This Product Attachment constitutes the “*Medicaid Product Attachment*” and is incorporated into the Agreement between Provider and Health Plan. It supplements the Agreement by setting forth specific terms and conditions that apply to the Medicaid Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must substantially comply with in order to maintain such participation. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in or covered by a Medicaid Product.

2.2 Participation. Except as otherwise provided in this Product Attachment or the Agreement, Provider will participate as Participating Providers in the Medicaid Product and will provide to Covered Persons enrolled in the Medicaid Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall use reasonable efforts to comply with and abide by the provisions of this Product Attachment and the Agreement (including the Provider Manual).

2.3 Attachment. This Attachment constitutes the Product Attachment and Compensation Schedule for the Medicaid Product.

2.4 Construction. This Product Attachment supplements and forms a part of the Agreement. Except as expressly provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the provisions of the Agreement and the provisions of this Attachment, this Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Medicaid Product. To the extent Provider is unclear about its duties and obligations, Provider shall request clarification from the Company. To the extent any provision of this Agreement (including any exhibit, attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a party or a Contracted Provider terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Attachment.

4. State Mandated Program Requirements. Schedule A to this Attachment, which is incorporated herein by this reference, sets forth the provisions that are required by the applicable State Contract with respect to the Medicaid Product. Any additional requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product may be set forth in the Provider Manual or another Attachment and are incorporated herein by this reference.

5. Other Terms and Conditions. Except as modified or supplemented by this Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in or covered by the Medicaid Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

Attachment A: Medicaid

SCHEDULE A GOVERNMENTAL CONTRACT REQUIREMENTS

This Schedule sets forth the special provisions that are specific to the Iowa Medicaid Product under the State Contract.

1. **Definitions.** As used in this Schedule A to Attachment A, the following terms shall be defined as set forth below.

1.1. “***Agency***” means the Iowa Department of Human Services.

1.2. “***Clean Claim***” means one in which all information required for processing is present.

1.3. “***Covered Services***” means the services provided under Medicaid, and provided, or arranged to be provided by Health Plan to Covered Persons pursuant to the State Contract.

1.4. “***Department***” means the Iowa Department of Human Services or its designee.

1.5. “***DHS***” means the Iowa Department of Human Services.

1.6. “***HCBS***” means home and community based services.

1.7. “***IDPH***” means the Iowa Department of Public Health.

1.8. “***LTSS***” means long term services and supports.

1.9. “***PCP***” means a primary care physician or other licensed health practitioners practicing in accordance with State law who is responsible for providing preventive and primary health care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care.

1.10. “***State***” means the State of Iowa.

2. **Federal and State Laws and Regulations.** Provider shall comply with all applicable federal and State Regulatory Requirements pertinent to Covered Person confidentiality and rights, and shall ensure that its staff and subcontractors, including but not limited to Contracted Providers, take those rights into account when furnishing services to Covered Persons.

3. **Ownership Disclosures.** Provider shall make full disclosure of ownership, management and control information as required by 42 CFR 455.100 through 455.106 to Health Plan, within such timeframes as necessary to allow Health Plan to comply with the disclosure obligations set forth in the State Contract, including but not limited to providing such information to Health Plan within twenty-five (25) days after any change in ownership.

4. **EPSDT Services.** If Provider is a PCP, Provider, as applicable, must provide early and periodic screening, diagnosis and treatment (EPSDT) services to all Covered Persons under twenty-one (21) years of age in accordance with the applicable Regulatory Requirements. Provider, as applicable, shall comply with Health Plan’s strategies to ensure the completion of health screens and preventive visits in accordance with the Care for Kids (EPSDT) periodicity schedule. Screening exams consist of a health history, developmental history, complete physical exam, vision screening, hearing test, appropriate laboratory tests, immunizations, nutrition screen, health education including anticipatory guidance, oral health assessment, other tests as needed and referrals for treatment. All records requested by State or federal personnel, including medical and peer review records, must be available for inspection by State or federal personnel or their representatives. Provider shall make available to Health Plan those data

necessary for Health Plan to record health screenings and examination-related activities. Provider acknowledges that Health Plan is required to periodically report such findings to the State.

5. Subcontractor Insurance. If Participating Provider is a Subcontractor, it, he or she shall maintain in full force and effect, throughout the term of the Agreement, the types of insurance in the minimum amounts specified in the State Contract with insurance companies licensed by the State, including insurance against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability.

6. Subcontracts. If Provider is a Subcontractor, this Section will apply.

6.1 Delegation. If any of Health Plan's activities or obligations under the State Contract are delegated to Provider:

(a) the delegated activities or obligations, and related reporting responsibilities, are specified in the Agreement;

(b) Provider shall perform the delegated activities and reporting responsibilities specified in compliance with the Health Plan's obligations under the State Contract; and

(c) the Agreement either provides for revocation of the delegation of activities or obligations, or specifies other remedies in instances where the Agency or the Health Plan determines that the Provider has not performed satisfactorily.

6.2 Compliance with Medicaid Law. Each Participating Provider agrees to comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions.

6.3 Audits and Access to Records. Each Participating Provider agrees that the Agency, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Participating Provider, or of the Participating Provider's contractors, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Health Plan's State Contract with the Agency. Each Participating Provider will make available, for purposes of an audit, evaluation, or inspection under this paragraph, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid members. The right to audit under this paragraph will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. If the Agency, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Agency, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Participating Provider at any time.

7. Protecting Members Against Liability for Payment. In compliance with 42 C.F.R. § 438.106, each Participating Provider agrees that Covered Persons will not be held liable for any of the following: (a) the Health Plan's or Payor's debts, in the event of insolvency; (b) Covered Services provided to the Covered Person, for which (i) the Agency does not pay the Health Plan, or (ii) the Agency, or the Health Plan does not pay the individual or Participating Provider that furnished the services under a contractual, referral, or other arrangement; or (c) payments for Covered Services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the Covered Person would owe if the Health Plan covered the services directly.

8. Maintenance of Records. In accordance with 42 C.F.R. §438.3(u), if Provider is a Subcontractor, Provider shall retain, and require its subcontractors to retain, as applicable, the following information: member grievance and appeal records in 42 C.F.R. § 438.416, base data in 42 C.F.R. § 438.5(c), MLR reports in 42 C.F.R. § 438.8(k), and the data, information, and documentation specified in 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years.

9. Response to Record Requests. In accordance with 42 C.F.R. 438.3(h), the Agency, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or

documents of the Health Plan, or its subcontractors (including Participating Provider), and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Participating Provider shall furnish duly authorized and identified agents or representatives of the State and federal governments with such information as they may request regarding payments claimed for Medicaid services.

10. Prohibited Status. Each Participating Provider warrants and represents that it, he or she is not:

10.1 an entity that could be excluded under section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;

10.2 an entity that has a substantial contractual relationship as defined in 42 C.F.R. § 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act or an individual described in 42 C.F.R. § 438.610(a) and (b);

10.3 an entity that employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following: (i) any individual or entity described in 42 C.F.R. § 438.610(a) and (b); or (ii) any individual or entity that would provide those services through an individual or entity described in 42 C.F.R. § 438.610(a) and (b);

10.4 excluded from participation in federal health care programs under either section 1128 or section 1128A of the Social Security Act; or

10.5 excluded from participation by the Department of Health and Human Services (“DHHS”), Office of Inspector General (OIG) under section 1128 of the Social Security Act, or by the Agency from participating in the Iowa Medicaid program for fraud or abuse.

Upon the giving of written notice, the Health Plan may immediately terminate its relationship with any Participating Provider identified as in continued violation of law by the Agency.

11. Disclosure of Information on Ownership and Control. If Participating Provider is a disclosing entity, fiscal agent, or network provider (as defined by federal regulation), this Section applies.

11.1 Ownership Information. Participating Provider must provide the name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or network provider. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

11.2 Provider Information. Participating Provider must provide the date of birth and social security number (in the case of an individual).

11.3 Provider Tax Identification Number. Participating Provider must provide other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or network provider) or in any Subcontractor in which the disclosing entity (or fiscal agent or network provider) has a 5 percent or more interest.

11.4 Related Party Information. Participating Provider must disclose information regarding whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or network provider) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any Subcontractor in which the disclosing entity (or fiscal agent or network provider) has a five percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

11.5 Other Disclosing Entity Information. Participating Provider must provide the name of any other disclosing entity (or fiscal agent or network provider) in which an owner of the disclosing entity (or fiscal agent or network provider) has an ownership or control interest.

11.6 Managing Employee Information. Participating Provider must provide the name, address, date of birth, and social security number of any managing employee of the disclosing entity (or fiscal agent or network provider).

11.7 Timing of Disclosures for Disclosing Entity. If Participating Provider is a network provider or disclosing entity, it, he or she shall provide such disclosures at the following times: (a) upon submitting the provider application; (b) upon executing the Agreement; (c) upon request of the Agency during the re-validation of enrollment process; and (d) within 35 days after any change in ownership of the disclosing entity or network provider.

11.8 Timing of Disclosures for Fiscal Agent. If Participating Provider is a fiscal agent, it shall provide such disclosures at the following times: (a) upon the fiscal agent submitting the proposal in accordance with the procurement process; (b) upon the fiscal agent executing the Agreement; (c) upon renewal or extension of the contract with a fiscal agent; and (d) within 35 days after any change in ownership of the fiscal agent.

11.9 Failure to Disclose. Federal financial participation (“FFP”) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this Section.

12. Provider Business Transactions.

12.1. Business Transaction Information. Each Participating Provider agrees to furnish to Health Plan, the Agency or the DHHS Secretary on request information related to business transactions in accordance with this Section. Each Participating Provider must submit, within 35 days of the date on a request by the Secretary, the Agency or the Health Plan, full and complete information about the following: (a) the ownership of any Subcontractor with whom the Participating Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and (b) any significant business transactions between the Participating Provider and any wholly owned supplier, or between the Participating Provider and any Subcontractor, during the 5-year period ending on the date of the request.

12.2. Failure to Disclose. FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary, the Agency, or the Health Plan under this section or under 42 C.F.R. § 420.205. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the Secretary, the Agency, or the Health Plan and ending on the day before the date on which the information was supplied.

13. Persons Convicted of Crimes: Denial or Termination of Participation. Before the Health Plan enters into or renews a provider agreement, or at any time upon written request by DHHS, the Agency, or the Health Plan, each Participating Provider shall disclose to Health Plan and the Agency the identity of any person who: (a) has ownership or control interest in the Participating Provider, or is an agent or managing employee of the Participating Provider; and (b) has been convicted of a criminal offense related to that person’s involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs. The Health Plan may refuse to enter into or renew an agreement with a Participating Provider, and the Agency may refuse to allow the Health Plan to renew or enter into such an agreement if any person who has an ownership or control interest in the Participating Provider, or who is an agent or managing employee of the Participating Provider, has been convicted of a criminal offense related to that person’s involvement in any program established under Medicare, Medicaid or the Title XXI Services Program. The Health Plan may refuse to enter into or may terminate a provider agreement and the Agency may refuse to allow the Health Plan to renew or enter into such an agreement if any of the Health Plan, Agency or DHHS determines that the Provider did not fully and accurately make any disclosure required under this Section.

14. Use of Third Parties. All restrictions, obligations, and responsibilities of the Health Plan under the State Contract also apply to the subcontractors of Health Plan (including each Participating Provider). The Agency has the right to request the removal of a subcontractor (including a Participating Provider) from participating under the State Contract for good cause.

15. Cost Sharing and Patient Liability. Participating Provider (and its, his or her subcontractors) shall not require any cost sharing or patient liability responsibilities for Covered Services except to the extent that cost sharing or patient liability responsibilities are required for those services in accordance with law and as described in the State Contract. Further, Participating Provider (and its, his or her subcontractors) shall not charge Covered Persons for missed appointments.

16. Community-Based Care Management Requirements. Provider shall comply with the following requirements with respect to those Covered Persons receiving home and community-based long term services and supports to whom Health Plan has assigned to a community-based case manager:

16.1 External Communication and Coordination. Provider shall, as applicable, notify a community-based case manager, as expeditiously as warranted by the Covered Person's circumstances, of any significant changes in the Covered Person's condition or care, hospitalizations, or recommendations for additional services.

16.2 Transitions Between Facilities. Subject to approval by the Agency, Provider shall not, as applicable, engage in the involuntary discharge of a Covered Person that may lead to a placement in an inappropriate or more restrictive setting.

17. Copayments - Exempt Populations. In accordance with 42 CFR 447.56, Provider shall not impose co-payments for the following populations:

17.1. Individuals between ages one (1) and eighteen (18) who are eligible under 42 CFR 435.118;

17.2. Individuals under age one (1) who are eligible under 42 CFR 435.118;

17.3. Disabled or blind individuals under age eighteen (18) who are eligible under 42 CFR 435.120 or 42 CFR 435.130;

17.4. Children for whom child welfare services are made available under Part B of title IV of the Social Security Act on the basis of being a child in foster care and individuals receiving benefits under Part E of that title, without regard to age;

17.5. Disabled children eligible for Medicaid under the Family Opportunity Act;

17.6. Pregnant women, during pregnancy and through the postpartum period which begins on the last day of pregnancy and extends through the end of the month in which the sixty (60) day period following termination of pregnancy ends;

17.7. Any individual whose medical assistance for services furnished in an institution is reduced by amounts reflecting available income other than required for personal needs;

17.8. An individual receiving hospice care, as defined in section 1905(o) of the Social Security Act;

17.9. An Indian (as defined at 42 CFR 447.51) who is currently receiving or has ever received an item or service furnished by an Indian health care provider or through referral under contract health services; and

17.10. Individuals who are receiving Medicaid by virtue of their breast or cervical cancer diagnosis under 42 CFR §435.213.

18. Copayments - Exempt Services. Provider shall not impose co-payments for the following: (i) preventive services provided to children under age eighteen (18); (ii) pregnancy-related services, including those defined at 42 CFR 440.210(a)(2) and 440.250(p) and counseling for cessation of tobacco use; (iii) provider preventable services as defined at 42 CFR 447.26(b); and (iv) family planning services and supplies described in section 1905(a)(4)(C) of the Social Security Act.

19. Non-Emergency Use of Emergency Room. If Provider is a hospital, before providing non-emergency treatment and imposing cost-sharing for such services on a Covered Person, Provider shall:

19.1 Inform the Covered Person of the amount of his or her cost sharing obligation for non-emergency services provided in the emergency department;

19.2 Provide the Covered Person with the name and location of an available and accessible alternative non-emergency services provider. If geographical or other circumstances prevent Provider from meeting this requirement, cost-sharing may not be imposed;

19.3 Determine that the alternative provider can provide services to the Covered Person in a timely manner with the imposition of a lesser cost sharing amount. The assessment of access to timely services must be based on the medical needs of the Covered Person; and

19.4 Provide a referral to coordinate scheduling for treatment by the alternative provider.

20. Inability to Pay. Provider may not deny care or services to any Covered Person because of his or her inability to pay an applicable copayment.

21. Provider Network. Each Participating Provider shall: (a) meet Agency standards for timely access to care and services, taking into account the urgency of the need for services; (b) ensure that it offers hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-service, if the Participating Provider serves only Medicaid enrollees; (c) make services included in the State Contract available 24 hours a day, 7 days a week, when Medically Necessary; (d) establish mechanisms to ensure compliance with the State Contract; and (e) monitor its operations regularly to determine compliance with the State Contract.

22. Provider Agreements Generally.

22.1. Governing Documents. Each Participating Provider agrees that all applicable terms and conditions set out in the State Contract, any incorporated documents and all applicable State and federal laws, as amended, govern the duties and responsibilities of the Participating Provider with regard to the provision of services to Covered Persons.

22.2. Continuation of Benefits. Each Participating Provider agrees to ensure continuation of benefits in accordance with the terms of the Agreement and the State Contract.

22.3. Agency Enrollment. Each Participating Provider warrants and represents that it is enrolled with the Agency, which is a condition for participation in the Health Plan's network.

22.4. Business Associate Agreement. When applicable, Provider agrees to execute a business associate agreement.

22.5. Third Party Liability. Each Participating Provider's responsibility regarding third party liability is set forth in the Agreement or the Provider Manual. At a minimum, Participating Provider shall identify third party liability coverage, including Medicare and long-term care insurance as applicable, and except as otherwise required, seek such third party liability payment before submitting claims to Payor.

22.6. Claim Submission. Each Participating Provider shall submit claims in accordance with the terms of the Agreement and the Provider Manual, and, for those that do not involve a third party payer, within one hundred eighty (180) days of the date of service.

22.7. Encounter Data. If Participating Provider is paid on a capitated basis, Participating Provider shall submit encounter data within ninety (90) days of the date of service. As applicable, the Agreement will comply with the requirements set forth for subcontracts as outlined in this Attachment and in accordance with 42 C.F.R. § 434.6.

23. Nursing Facility Provider Agreements. If Participating Provider is a nursing facility, this Section applies.

23.1 Notice of Admissions. Participating Provider shall promptly notify the Health Plan or Payor, as applicable, of a Covered Person's admission or request for admission to the nursing facility as soon as Participating Provider has knowledge of such admission or request for admission.

23.2 Health Plan Notice of Discharges. Participating Provider shall notify the Health Plan or Payor, as applicable, immediately if the nursing facility is considering discharging a Covered Person and shall consult with the Covered Person's care coordinator.

23.3 Covered Person Notice of Discharges. Participating Provider shall notify the Covered Person and/or the Covered Person's representative (if applicable) in writing prior to discharge in accordance with State and federal requirements.

23.4 Collection of Patient Liability. Participating Provider agrees to collect patient liability (also referred to as client participation) amounts. The Health Plan or Payor will notify the Participating Provider of the patient liability amounts that Participating Provider must collect from the Covered Person before Medicaid reimbursement for services is available. Payor is only responsible for paying Participating Provider net of the applicable patient liability amount and otherwise in accordance with the terms of the Agreement.

23.5 Notice of Change in Condition. Participating Provider shall notify the Health Plan or Payor, as applicable, of any change in a Covered Person's medical or functional condition that could impact the Covered Person's level of care eligibility for the currently authorized level of nursing facility services.

23.6 PASRR Requirements. Participating Provider shall comply with federal Preadmission Screening and Resident Review (PASRR) requirements to provide or arrange to provide specialized services and all applicable State law governing admission, transfer and discharge policies.

23.7 Termination Due to Decertification. If Participating Provider is involuntarily decertified by the State or CMS, the Agreement is automatically terminated in accordance with federal requirements.

24. HCBS Providers. If Participating Provider is a Home and Community-Based Services ("HCBS") provider, this Section applies.

24.1 Notice of Provider Change. Participating Provider shall provide at least thirty (30) days advance notice to Health Plan or Payor, as applicable, when the provider is no longer willing or able to provide services to a Covered Person, and shall cooperate with the Covered Person's care coordinator to facilitate a seamless transition to alternate providers.

24.2 Continuation of Services. In the event that a HCBS provider change is initiated for a Covered Person, regardless of any other provision in the Agreement, the transferring Participating Provider will continue to provide services to the Covered Person in accordance with the Covered Person's plan of care until the Covered Person has been transitioned to a new provider, as determined by the Health Plan, or as otherwise directed by the Health Plan, which may exceed thirty (30) days from the date of notice to the Health Plan.

24.3 Notice of Deviations. Participating Provider shall immediately report any deviations from a Covered Person's service schedule to the Covered Person's care coordinator.

24.4 Critical Incident Reporting. Participating Provider shall comply with the critical incident reporting requirements as described in this Attachment.

24.5 Abuse Reporting. Participating Provider shall comply with child and dependent adult abuse reporting requirements.

25. LTSS Providers. If Provider is an LTSS provider, Provider's service delivery site or services shall meet all applicable requirements of State Regulatory Requirements and have the necessary and current licenses, certification, accreditation, and/or designation approval per State requirements. When individuals providing LTSS are not required to be licensed, accredited or certified, Provider shall ensure that such individuals are appropriately educated, trained, qualified, and competent to perform their job responsibilities based on applicable State licensure rules and/or program standards.

26. Substance Use Disorder Providers. If Provider will provide substance use disorder services to Covered Persons hereunder, Provider shall ensure that such substance use disorder treatment services are provided by programs licensed by IDPH in accordance with Iowa Code chapter 125 or by hospital-based substance use disorder treatment programs licensed and accredited in accordance with Iowa Code section 125.13.2(a).

27. Non-Licensed Providers. If Provider or any Contracted Provider is not required to be licensed or certified to provide Covered Services hereunder, Provider shall ensure, based on applicable State licensure rules and/or program standards, that Provider and/or Contracted Provider, as applicable, is appropriately educated, trained, qualified and competent to perform their job responsibilities.

28. Critical Incidents. Each Participating Provider shall: (a) report critical incidents; (b) respond to critical incidents; (c) document critical incidents; and (d) to cooperate with any investigation conducted by the Health Plan, Payor or outside agency.

29. Medical Records. Each Participating Provider shall comply with Health Plan's policies and procedures for medical records content and documentation, including the requirements of Iowa Admin. Code 441 Chapter 79.3. Each Participating Provider shall document all medical services that the Covered Person receives in accordance with law and consistent with utilization control requirements in 42 C.F.R. Part 456. Each Participating Provider shall maintain Covered Persons' medical records in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes, and facilitates an accurate system for follow-up treatment. Each Participating Provider shall ensure that medical records are legible, signed, dated and maintained as required by law. Each Participating Provider shall protect and maintain the confidentiality of mental health information, including by releasing mental health information only as allowed by Iowa Code §228. Further, each Participating Provider shall protect and maintain the confidentiality of substance use disorder information, including by releasing substance use disorder information only in compliance with policies set forth in 42 C.F.R. Part 2 and other applicable State and federal law and regulations.

30. Member Rights. Each Participating Provider shall provide a copy of a Covered Person's medical record upon reasonable request by the Covered Person at no charge, and the Participating Provider shall facilitate the transfer of the Covered Person's medical record to another provider at the Covered Person's request. Confidentiality of, and access to, medical records shall be provided in accordance with the standards mandated in the Health Insurance Portability and Accountability Act (HIPAA) and all other State and federal requirements.

31. Access to Medical and Financial Records. Within the timeframe designated by the Agency or other authorized entity, each Participating Provider will permit the Health Plan, Payor, representatives of the Agency, and other authorized entities to review Covered Persons' records for the purposes of monitoring the Participating Provider's compliance with the record standards, capturing information for clinical studies, monitoring quality or any other reason.

32. Availability of Services. Provider shall offer hours of operation that are no less than the hours of operation offered to commercial members, or, if Provider serves only the Medicaid population, to comparable Medicaid members. Provider shall make Covered Services available twenty four (24) hours a day, seven (7) days a week, when medically necessary.

33. Rights of Covered Person. Provider shall comply with federal and State Regulatory Requirements and regulations that pertain to the rights of Covered Persons and shall take those rights into account when furnishing services to Covered Persons.

34. Provider Incentive Program. Provider acknowledges and agrees that Health Plan is required under the terms of the State Contract to provide information concerning any physician incentive plan with Provider to Covered Persons upon request and in any marketing materials, in accordance with the disclosure requirements stipulated in federal regulations. Provider hereby waives any confidentiality obligations with respect to such disclosure of such information.

35. Critical Incidents. Provider shall: (i) report critical incidents; (ii) respond to critical incidents; (iii) document critical incidents; and (iv) cooperate with any investigation conducted by Health Plan or an outside agency and with any strategy implemented by Health Plan to reduce the occurrence of critical incidents and improve the quality of care delivered to Covered Persons.

36. Provider Preventable Conditions. In accordance with 42 CFR 438.6(f)(2) and 42 CFR 434.6(a)(12), Health Plan shall make no payment to Provider or any Contracted Provider for any provider-preventable condition as identified in the State Plan. As a condition of payment, in accordance with 42 CFR 447.26(d), Provider shall comply with the reporting requirements set forth at 42 CFR 447.26(d).

37. Twenty four (24) Hour Availability Audit. Provider must be available to Covered Persons twenty-four (24) hours-a-day, seven (7) days-a-week. Provider shall comply with any corrective actions implemented by Health Plan in the event an audit shows that Provider fails to meet this standard.

38. Provider's Duties Upon Termination of State Contract. In the event of termination of the State Contract, Provider shall arrange for the orderly transfer of patient care and patient records to those providers who will assume care for each applicable Covered Person. For those Covered Persons who are in a course of treatment for which a change of providers could be harmful, Provider shall continue to provide Covered Services to such Covered Persons until that treatment is concluded or appropriate transfer of care can be arranged.

39. Provider Access and Appointment Times. Provider shall provide necessary and appropriate services to Covered Persons within a timely period, as indicated below.

39.1 PCP Services. If Provider is a PCP, appointment times shall not exceed four (4) to six (6) weeks from the date of a Covered Person's request for a routine appointment; forty-eight (48) hours for persistent symptoms; and one (1) day for urgent care.

39.2 Specialty Services. If Provider provides specialty services, appointment times shall not exceed thirty (30) days from the date of a Covered Person's request or one (1) day for urgent care.

40. Behavioral Health Services. If Provider is a behavioral health provider, Provider shall have procedures for the scheduling of Covered Person appointments in accordance with the following requirements:

40.1. Emergency. Covered Persons with emergency needs shall be seen within fifteen (15) minutes of presentation at a service delivery site.

40.2. Mobile Crisis. Covered Persons in need of mobile crisis services shall receive services within one (1) hour of presentation or request.

40.3. Urgent. Covered Persons with urgent non-emergency needs shall be seen by an appropriate provider within one (1) hour of presentation at a service delivery site or within twenty-four (24) hours of telephone contact with Participating Provider or the Health Plan.

40.4. Persistent Symptoms. Covered Persons with persistent symptoms shall be seen by an appropriate provider within forty-eight (48) hours or reporting symptoms.

40.5. Routine. Covered Persons with need for routine services shall be seen by an appropriate provider within three (3) weeks of the request for an appointment.

40.6. Substance Use Disorder and Pregnancy. Covered Persons who are pregnant women in need of routine substance use disorder services must be admitted within forty-eight (48) hours of seeking treatment.

40.7. Intravenous Drug Use. Covered Persons who are intravenous drug users must be admitted not later than fourteen (14) days after making the request for admission, or one-hundred and twenty (120) days after the date of such request if no program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than forty-eight (48) hours after such request.

41. Emergency Services. If Provider is a hospital, all Emergency Care shall be provided immediately at the nearest facility available regardless of whether the facility or provider is under contract with Health Plan.

42. Optometry Services. If Provider provides general optometry services, appointment times shall not exceed three (3) weeks from the date of a Covered Person's request for a regular appointment and forty-eight (48) hours for urgent care.

43. Laboratory and X-Ray Services. If Provider or provides laboratory or X-ray services, appointment times shall not exceed three (3) weeks from the date of a Covered Person's request for a regular appointment and forty-eight (48) hours for urgent care.

44. Fraud, Waste and Abuse. If Provider is a Subcontractor that is delegated responsibility by the Health Plan for coverage of services and payment of claims under the State Contract, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse. Such arrangements or procedures will, at a minimum, include the requirements set forth in the State Contract.

45. Overpayments. Each Participating Provider shall report to the Payor, when it has received an overpayment, return the overpayment to the Payor within 60 calendar days after the date on which the overpayment was identified, and notify the Payor in writing of the reason for the overpayment.

Attachment A: Medicaid

SCHEDULE B REGULATORY REQUIREMENTS

This Schedule B to Attachment A, State-Mandated Provisions, (“*Attachment A*”) is incorporated into the Participating Provider Agreement (“*Agreement*”) entered into by and between City of West Des Moines (“*Provider*”) and Iowa Total Care, Inc. (“*Health Plan*”) as of the Effective Date. Health Plan and Provider shall comply with the following provision, which is required by State law to be included in this Agreement, to the extent applicable and as such, this provision may be amended from time to time in accordance with the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Attachment A, this Attachment A will govern.

1. **Definitions.** For purposes of this Attachment A, the following terms have the meanings set forth below. Capitalized terms used in this Attachment A and not defined below will have the same meaning set forth in the Agreement.

1.1 “*State*” means the State of Iowa.

2. **Hold Harmless.** Contracted Provider or its assignee or subcontractor, hereby agrees that in no event, including, but not limited to nonpayment by the Health Plan, Health Plan insolvency or breach of this agreement, shall Contracted Provider, or its assignee or subcontractor, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against enrollee or persons other than the Health Plan acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of supplemental charges or copayments on Health Plan’s behalf made in accordance with terms of the High Quality Healthcare Initiative Agreement between Health Plan and the State. Contracted Provider, or its assignee or subcontractor, further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Health Plan enrollee and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contracted Provider and enrollee or persons acting on their behalf. (IAC 191-40.18(514B))

Attachment A: Medicaid

COMPENSATION SCHEDULE ANCILLARY SERVICES AMBULANCE

City of West Des Moines

EXHIBIT 1

This compensation schedule (“Compensation Schedule”) sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider’s tax identification number (“TIN”) has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for ambulance Covered Services rendered to a Covered Person shall be the “Allowed Amount.” Except as otherwise provided in this Compensation Schedule, the Allowed Amount for ambulance Covered Services is the lesser of: (i) Allowable Charges; or (ii) one hundred percent (100%) of the State’s Medicaid fee schedule in effect on the date of service.

Additional Provisions:

1. **Code Change Updates.** Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date (“Code Change Effective Date”) that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency’s acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.
2. **Fee Change Updates.** Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor (“Fee Change Effective Date”). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement (“Fee Change Implementation Date”), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.
3. **Fee Sources.** In the event the State’s Medicaid fee schedule contains no published fee amount (e.g., a zero or a blank), alternate (or “gap fill”) fee sources may be used to supply the fee basis amount for deriving fee amount (the “Alternative Fee Source Amount”). Health Plan will utilize such Alternative Fee Source Amount until such time that the State’s Medicaid fee schedule publishes its own RBRVS value. At such time in the future as the State’s Medicaid fee schedule publishes its own RBRVS value for that CPT/HCPCS code, Payor will use the State’s Medicaid fee schedule fee amount for that code and no longer use the Alternate Fee Source Amount. If there is no established payment amount on the current State’s Medicaid fee schedule for a gap fill fee source is not available for a Covered Service provided to a Covered Person, Payor may establish a payment amount to

apply in determining the Allowed Amount. Until such time as Payor establishes such a payment amount, the maximum compensation shall be twenty five percent (25%) of Allowable Charges.

4. Billing Requirements. Contracted Provider must bill HCPCS codes in addition to revenue code for services specified within this Compensation Schedule. Failure to submit a HCPCS code may result in a claim denial.
5. Date of Service Requirements. Contracted Provider is required to identify each date of service on claims for multiple dates of service.
6. Carve-Out Services. With respect to any “Carve-Out” Covered Services as contemplated in this Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.
7. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual and claims processing policies.

Definitions:

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.
2. **Allowable Charges** means a Contracted Provider’s billed charges for services that qualify as Covered Services.
3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person’s financial responsibility under the applicable Coverage Agreement, if applicable.

Attachment C: Commercial-Exchange

PRODUCT ATTACHMENT (INCLUDING REGULATORY REQUIREMENTS AND COMPENSATION SCHEDULE)

THIS PRODUCT ATTACHMENT (this “*Product Attachment*”) is made and entered between Iowa Total Care, Inc. (“*Health Plan*”) and Provider.

WHEREAS, Health Plan and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the “*Agreement*”), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, pursuant to the provisions of the Agreement, this Product Attachment is identified on Schedule B of the Agreement and, as such, the Contracted Providers identified herein will be designated and participate as “Participating Providers” in the commercial and exchange Products described in this Product Attachment as Downstream Entities as defined in this Product Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. **Defined Terms.** For purposes of the Commercial-Exchange Product, the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Attachment will have the meanings given to such terms in the Agreement.

1.1 “**Commercial-Exchange Product**” refers to those programs and health benefit arrangements offered by a Company that provide incentives to Covered Persons to utilize the services of certain contracted providers. The Commercial-Exchange Product includes those Coverage Agreements entered into, issued or agreed to by a Payor under which a Company furnishes administrative services or other services in support of a health care program for an individual or group of individuals, which may include access to one or more of the Company’s provider networks or vendor arrangements, and which may be provided in connection with a state or governmental-sponsored, employer-sponsored or other private health insurance exchange, except those excluded by Health Plan. The Commercial-Exchange Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement.

1.2 “**Delegated Entity**” means any party, including an agent or broker, that enters into an agreement with Health Plan to provide administrative services or health care services to qualified individuals, qualified employers or qualified employees and their dependents (as such terms are defined in 45 C.F.R. §156.20).

1.3 “**Downstream Entity**” means any party, including an agent or broker, that enters into an agreement with a Delegated Entity or with another Downstream Entity for purposes of providing administrative or health care services related to the agreement between the Delegated Entity and Health Plan. The term “Downstream Entity” is intended to reach the entity that directly provides administrative services or health care services to qualified individuals, qualified employers, or qualified employees and their dependents (as such terms are defined in 45 C.F.R. §156.20).

1.4 “**Emergency**” or “**Emergency Care**” has the meaning set forth in the Covered Person’s Coverage Agreement.

1.5 “**Emergency Medical Condition**” has the meaning set forth in the Covered Person’s Coverage Agreement.

1.6 “**State**” means the State of Iowa, or such other state to the extent that a Coverage Agreement or Covered Person is subject to such other state’s law.

2. **Commercial-Exchange Product.** This Product Attachment constitutes the “Commercial-Exchange Product Attachment” and is incorporated into the Agreement between Provider and Health Plan. It supplements the Agreement by setting forth specific terms and conditions that apply to the Commercial-Exchange Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply in order to maintain such participation. This Product Attachment applies with respect to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in or covered by a Commercial-Exchange Product.

3. **Participation.** Except as otherwise provided in this Product Attachment or the Agreement, all Contracted Providers under the Agreement will participate as Participating Providers in this Commercial-Exchange Product, and will provide to Covered Persons enrolled in or covered by a Commercial-Exchange Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers, to comply with and abide by the provisions of this Product Attachment and the Agreement (including the Provider Manual).

4. **Attachments.** This Product Attachment includes, at Schedule A, the Regulatory Requirements with which Participating Providers are required to comply based on State laws governing the applicable Coverage Agreement or Covered Person and at the Compensation Schedule Exhibit(s) for the Commercial-Exchange Product, each of which are incorporated herein by reference.

5. **Construction.** This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. In the event of a conflict between the provisions of the Agreement and the provisions of this Product Attachment, this Product Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Commercial-Exchange Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from the Company.

6. **Term.** This Product Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Commercial-Exchange Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

7. **Federal Requirements.** The following requirements apply to Delegated and Downstream Entities under this Commercial Exchange Product Attachment, which includes but is not limited to Provider and all Contracted Providers.

7.1 Provider’s delegated activities and reporting responsibilities, if any, are specified in the Agreement or applicable attachment to the Agreement (e.g., Delegated Credentialing Agreement, Delegated Services Agreement, Statement of Work, or other scope of services attachment) attached to this Agreement. If such attachment is not executed, no administrative functions shall be deemed as delegated.

7.2 CMS, Health Plan and Payor reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS, Health Plan or the Payor determine that Provider or any Downstream Entity has not performed satisfactorily.

7.3 Provider and all Downstream Entities must comply with all applicable laws and regulations relating to the standards specified under 45 CFR §156.340(a);

7.4 Provider and all Downstream Entities must permit access by the Secretary and OIG or their designees in connection with their right to evaluate through audit, inspection or other means, to the Provider's or Downstream Entities' books, contracts, computers, or any other electronic systems including medical records and documentation, relating to Health Plan's obligations in accordance with federal standards under 45 CFR §156.340(a) until ten (10) years from the termination date of this Product Attachment.

8. Other Terms and Conditions. Except as modified or supplemented by this Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in or covered by this Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

Attachment C: Commercial-Exchange

SCHEDULE A REGULATORY REQUIREMENTS

This Schedule sets forth the provisions that are required by State law to be included in the Agreement with respect to this Product. Any additional Regulatory Requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product are or will be set forth in the Provider Manual or another Attachment. To the extent that a Coverage Agreement, or a Covered Person, is subject to the law cited in the parenthetical at the end of a provision on this Schedule A, such provision will apply to the rendering of Covered Services to a Covered Person with such Coverage Agreement, or to such Covered Person, as applicable.

IA-1 Records Available. Participating Provider agrees that the Commissioner shall have access to make an examination of Participating Providers as often as the Commissioner deems necessary for the protection of the interests of the people of Iowa, but not less frequently than once every five years. Participating Provider shall submit its books and records to the Commissioner and in every way facilitate the examination. (IOWA CODE § 514B.24)

IA-2 Provider Assurances. Participating Provider shall ensure that they meet applicable licensure requirements by the appropriate state agency where they are located, and Participating Provider shall be either accredited by The Joint Commission or the American Osteopathic Association; or they shall be certified as a provider for Medicare or Medicaid, as applicable. (IOWA ADMIN CODE § 191-40.5(4))

IA-3 Contract Submission. Participating Provider acknowledge and agree that all arrangements of Payor for health care services must be by written contract; initial provider contracts are subject to prior approval; and any provider contract deviating from previously submitted or approved contracts must be submitted to (and in certain cases approved by) the Insurance Division. (IOWA ADMIN CODE §§ 191-40.18; 191-27.5(3))

IA-4 Hold Harmless. Participating Provider agrees that in no event, including but not limited to nonpayment by the Payor, Payor insolvency or breach of the Agreement, shall Participating Provider, or their respective assignees or subcontractors, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Covered Persons other than the Payor acting on their behalf for Covered Services provided pursuant to the Agreement. This provision will not prohibit the collection of supplemental charges or copayments on the Payor's behalf made in accordance with terms of the Coverage Agreement. Participating Provider agrees that this provision will survive the termination of the Agreement or this Exhibit regardless of the cause giving rise to termination, and shall be construed to be for the benefit of the Covered Persons. Participating Provider further agrees that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participating Provider and Covered Persons or persons acting on Covered Persons' behalf. (IOWA ADMIN CODE § 191-40.18)

IA-5 No Discouragement. Participating Provider is not prohibited from and will not be penalized for discussing treatment options with Covered Persons, irrespective of a Payor's position on the treatment options. Participating Provider is not prohibited from and will not be penalized for advocating on behalf of Covered Persons within the utilization review or grievance processes established by a Payor or a person contracting with a Payor. (IOWA ADMIN CODE §§ 191-40.22(1); 191-27.8(1))

IA-6 No Penalization. Participating Provider will not be penalized for reporting, in good faith, to State or federal authorities any act or practice by a Payor that, in the opinion of Participating Provider, jeopardizes patient health or welfare. (IOWA ADMIN CODE §§ 191-40.22(2); 191-27.8(2))

IA-7 Preferred Provider Arrangements. Participating Provider acknowledges and agrees that this Agreement: (i) establishes the amount and manner of payment to Participating Provider; (ii) includes mechanisms that are designed to minimize the cost of the Coverage Agreement, which may include, but are not limited to, the review or control of utilization of health care costs and a procedure for determining whether services rendered are

Medically Necessary; and (iii) ensures reasonable access to Covered Services. Participating Provider further acknowledges and agrees that this Agreement does not and shall not be construed to unfairly deny health benefits for Medically Necessary Covered Services. (IOWA ADMIN CODE § 191-27.3(1), (2))

IA-8 Prescription Drug Formulary. Participating Provider hereby acknowledges the existence of a prescription drug formulary applicable to Coverage Agreements. (IOWA ADMIN CODE § 191-40.23)

Attachment C: Commercial-Exchange

COMPENSATION SCHEDULE ANCILLARY SERVICES AMBULANCE

City of West Des Moines

EXHIBIT 1

This compensation schedule (“Compensation Schedule”) sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Commercial-Exchange Product. Where the Contracted Provider’s tax identification number (“TIN”) has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for ambulance Covered Services rendered to a Covered Person shall be the “Allowed Amount.” Except as otherwise provided in this Compensation Schedule, the Allowed Amount for ambulance Covered Services is the lesser of: (i) Allowable Charges; or (ii) one hundred percent (100%) of the Payor’s Medicare fee schedule.

Additional Provisions:

1. **Code Change Updates.** Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date (“Code Change Effective Date”) that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency’s acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.
2. **Fee Change Updates.** Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor (“Fee Change Effective Date”). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement (“Fee Change Implementation Date”), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.
3. **Billing Requirements.** Contracted Provider must bill HCPCS codes in addition to revenue code for services specified within this Compensation Schedule. Failure to submit a HCPCS code may result in a claim denial.
4. **Date of Service Requirements.** Contracted Provider is required to identify each date of service on claims for multiple dates of service.

5. Carve-Out Services. With respect to any “Carve-Out” Covered Services as contemplated in this Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.
6. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual and claims processing policies.

Definitions:

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.
2. **Allowable Charges** means a Contracted Provider’s billed charges for services that qualify as Covered Services.
3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person’s financial responsibility under the applicable Coverage Agreement, if applicable.

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

ITEM: Proclamation
Recognition of Claudia Henning

DATE: November 4, 2019

FINANCIAL IMPACT: None

BACKGROUND:

The Mayor and City Council would like to recognize Claudia Henning for her accomplishments and dedication to public service in her role with the Youth Justice Initiative.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve Proclamation recognizing Claudia Henning

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Proclamation of Recognition

Claudia Henning

Whereas, Claudia Henning has served as the Director of the Youth Justice Initiative since 1999, and;

Whereas, Ms. Henning has worked tirelessly to forge strong relationships with police, school, city officials and the West Des Moines Community, and;

Whereas, Ms. Henning has held youth and their families accountable, while addressing their needs with compassion and optimism, and;

Whereas, Ms. Henning has through her tenacious spirit, inspired and united our community to go above and beyond in serving youth and their families, and;

Whereas, the Mayor and City Council of West Des Moines wish to express their appreciation to Ms. Henning for her exemplary leadership as a public servant and her continued efforts to improve the lives and well-being of youth and families who participate in the West Des Moines Youth Justice Initiative;

NOW, THEREFORE, BE IT PROCLAIMED, that on this 4th day of November, 2019, the City Council, staff and citizens of the City of West Des Moines hereby recognize and honor Claudia Henning for her accomplishments and dedication to public service.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

Date: November 4, 2019

ITEM: Midtown Redevelopment, East side of 8th Street (1221 to 1261) – Establish a Planned Unit Development (PUD) to allow development of a vertical commercial and residential mixed-use development – Jarcor, LLC – ZC-004231-2019

ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Jarcor LLC, with permission from the owners, Eight Street #1 LLC, Eight Street #2 LLC and 1221 8th Street LLC, represented by Michael Murphy of Larson Engineering, Inc., is requesting approval of the establishment of a Planned Unit Development (PUD) for property located on the east side of 8th Street and encompassing properties addressed as 1261, 1249, 1247, 1245, 1243, 1241, 1237, 1235, 1231 and 1221 8th Street. The applicant is proposing a three-building development. Two of the buildings will be four stories with commercial and residential uses, while the third building is an existing restaurant building that will remain. The Midtown Redevelopment Planned Unit Development (PUD) will establish development allowances and limitations to allow for the intended vertical mixed-use development.

Plan and Zoning Commission Action:

Vote: 5-1 , Commissioner Drake was absent.

Date: October 14, 2019

Motion: To continue the application for 2 weeks, to allow the applicant to make modifications to the site plan based on the Commission's discussion.

Plan and Zoning Commission Action:

Vote: 6-0 Approval, Commissioner Drake was absent.

Date: October 28, 2019

Motion: Adopt a resolution recommending the City Council approve a Rezoning from Support Commercial to Planned Unit Development (PUD).

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I)




- Applicant's Request
- History
- City Council Subcommittee – *Development & Planning: April 1, 2019 and August 19, 2019*
- Staff Review and Comments
 - *Parking*
 - *Mixed-Use*
 - *Building Setbacks*
 - *Shared Access Drive*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve a rezoning for 4.63 acres from Support Commercial to Midtown Redevelopment PUD, subject to the applicant meeting all City Code requirements.

Lead Staff Member: J. Bradley Munford



Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	<i>Des Moines Register</i>
Date(s) Published	October 4, 2019
Letter sent to surrounding property owners	October 3, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	April 1, 2019 and 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 - Plan and Zoning Commission Resolution –
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Proposed PUD Amendment (*moved to Exhibit II*)
 - Exhibit A - PUD Sketch Plan (*moved to Exhibit II*)
- Exhibit II - Proposed PUD Ordinance

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

Meeting Date: October 28, 2019

Item: Midtown Redevelopment, East side of 8th Street (1221 to 1261) – Establish a Planned Unit Development (PUD) to allow development of a vertical commercial and residential mixed-use development – Jarcor, LLC – ZC-004231-2019

Requested Action: Recommend approval of a Rezoning request to establish a Planned Unit Development (PUD)

Case Advisor: J. Bradley Munford, Planner 

Applicant's Request: The applicant, Jarcor LLC, represented by Michael Murphy of Larson Engineering, is requesting approval of the establishment of a Planned Unit Development (PUD) for that property located on the east side of 8th Street and encompassing properties addressed as 1261, 1249, 1247, 1245, 1243, 1241, 1237, 1235, 1231 and 1221 8th Street. The applicant is proposing a three-building development. Two of the buildings will be four stories with commercial and residential uses, while the third building is an existing restaurant building that will remain. The Midtown Redevelopment Planned Unit Development (PUD) will establish development allowances and limitations to allow for the intended vertical mixed-use development.

History: The property was platted as a part of Colby's Factory Addition in 1946. It was replatted in 1971 and again in 1985. The larger office building was built in 1973. The southernmost restaurant building was constructed in 1970.

City Council Subcommittee: This proposed development was discussed with the Development and Planning City Council Subcommittee on April 1, 2019 and August 19, 2019. At the first meeting, the applicant explained their proposal, which at that time kept two existing buildings and added two new buildings: a one-story commercial building fronting 8th Street and a second mixed-use building behind and to the east of the proposed commercial building. While the front building was planned as all commercial, the second building was primarily residential with very limited commercial. Discussion centered on appropriate provision of parking and whether the proposed 15' setback for the one-story commercial building was appropriate and if there was justification to reduce the setback below what adjacent buildings in the corridor are built at and the overall context of the corridor. Staff explained rationale for applying a lesser parking standard than code based on research of mixed-use developments and regulations in other communities (see parking discussion below). The Subcommittee members were comfortable with the approach to parking and encouraged the applicant to continue to explore site layout to more appropriately reflect the current context. At the August 19, 2019 meeting this latest proposal was discussed. The applicant was indicating one multi-story mixed-use building setback at 35' in place of the commercial and mixed-use building discussed at the first Subcommittee meeting. While still supportive of the overall development, in light of visibility concerns raised by the property manager to the north and a possible option to eliminate parking lot screening along the eastern boundary, one Subcommittee member desired a larger setback (50' range) while the other was comfortable with the 35' setback if the neighboring property owner was okay with it. At both meetings, the Subcommittee members in attendance were supportive of the overall development idea.

October 14, 2019 Plan and Zoning Commission: The Plan and Zoning Commission held a public hearing on October 14, 2019. A representative for the property owner to the north expressed concerns about the setback and height of the proposed northernmost building. The Commission asked the applicant if he would be willing to move the building 10 feet to the east to provide better visibility for that building (taking the setback from 35 to 45 feet). The applicant was concerned about that plan modification, pointing out grade changes and potential loss of parking spaces. The applicant also indicated that the change in setback may require him to recapture the shared access drive for parking. The Commission expressed that they would like to keep the access drive open and was open to reducing

the required parking count in the PUD to assure that happened. The Commission deferred action and continued the matter for 2 weeks to allow the applicant to explore modifications to the site plan based on the Commission's discussion.

Staff Review and Comment: The applicant have been working with staff to modify the plan to comply with the Plan and Zoning Commission's direction. At the time this report was written, the update to the final PUD sketch plan was being completed. The applicant has agreed to increase the setback for the northern building from 35 to 45 feet. The change in the setback reduces the number of parking spaces on the lot resulting in a 32% parking reduction necessary instead of the originally identified 30% reduction. This reduction allows for the access drive to remain open. As a way to maximize parking in the area available, the applicant is requesting that the construction of the interconnecting access drive to the property to the east is delayed until it is deemed necessary by the City. The connection will affect 3 to 4 spaces. Staff is supportive of the request and have added language to the PUD indicating the requirement for constructing the connection at such time the City deems it necessary.

For informational purposes, below are the original notes included in the October 14th staff report.

- **Parking:** Mixed-use developments are designed on the premise that residents are utilizing the commercial/office components within the development and therefore not bringing extra cars to the site, as well as the residential uses are off-peak to the commercial uses, thus there is no need to provide the number of parking spaces for all uses individually at typical code requirements. Staff researched other communities known to have mixed-use developments. It was found that on average, most mixed-use developments are providing parking at about 70% of what would otherwise be required per straight application of minimum parking requirements specified in code. This was further supported by a recent study of existing multi-family apartment developments in Boston. Granted Boston has more options for transit use than does the Metro, however, it was found that on average 30% of parking spaces within the apartment complexes went unused the majority of the time. Based on this research, staff is comfortable with proposing the development provide at least 70% of the minimum parking required per city code. The proposed ordinance reflects this: if an alternate approach is desired, staff will need direction to modify the PUD language.
- **Mixed-use:** The applicant is proposing two, multi-story, mixed-use buildings. The applicant prefers to include residential units on the first floor of the buildings with limited commercial. This is, at least in part being driven by the applicant's ability to provide the minimum number of parking stalls within the site even with the 30% reduction. Staff questions if having a token amount of commercial is consistent with what is commonly thought of for vertical mixed-use buildings. In considering some of the existing mixed-use buildings within the city (Summerfield, Fox Prairie and West Glen), it is believed that all of these have the first, and in some situations, the second floor of the building entirely with retail and/or office uses. The residential use is limited to the upper floors above. Non-residential uses are desired on the first floor in order to provide activity and engage with the street. The applicant argues that they cannot accommodate the parking requirements if the entire square footage of the first floor is required to be commercial. While parking limits what uses can be developed within the site, this is the situation with all development across the city regardless what type of development it is. Accommodating code requirements for parking, open space, setbacks, buffers, etc. dictate what use(s) and in what amounts (square footage or number of dwellings) can be developed within a site. In this situation, the number of parking stalls that will fit within the site should be determined first. From that, based on all commercial use on the first floor, the applicant should calculate what is required (at 30% reduction). The balance of the parking stalls remaining after providing for the commercial use would then be used to determine how many dwelling units can be accommodated within the buildings.

Due to the orientation of the southern multi-story mixed-use building with no ability to place parking immediately adjacent to the building, staff is comfortable with allowing the southeast corner of this building to be residential. Staff has included language within the PUD requiring commercial uses

within the building along the west side (fronts to 8th Street) and along the north side (has parking adjacent to the building). The northern multi-story mixed-use building is being required to have the entire first floor as commercial as the long side of the building (west façade) parallels 8th Street and the backside (east side) of the building has parking immediately adjacent. Additionally, this building's proximity to the existing commercial/office development to the north warrants a continuation of that activity.

- **Building Setbacks:** The property is zoned Support Commercial, which per city code requires a 100-foot building setback. With the exception of fuel canopies associated with gas stations/convenience stores, the majority of the existing buildings are constructed consistent with the 100' setback from the street. As indicated in the Subcommittee summary above, the applicant originally proposed a 15' setback (from ultimate right-of-way); however, is now proposing a 35' setback. The applicant's rationale for the setback reduction is to create a mixed-use development that has a more pedestrian presence and utilizes the buildings to screen parking from 8th Street. While this will be an anomaly to the area, the Development and Planning City Council Subcommittee Members were generally supportive of the minimum 35' setback but encouraged the maximum possible be provided and to address visibility concerns raised by the property to the north. The applicant is holding a meeting with neighbors on October 10, 2019, however, this staff report was finalized prior to the meeting and thus it is unknown if an increase in setback is necessary. The PUD includes language requiring the 35' setback from 8th Street. The applicant will need to inform the Plan and Zoning Commission at the meeting what was the result of their discussion with the neighbor. If a setback larger than 35' is determined to be necessary, the Commission will need to make a motion directing staff to modify the setback requirement included in the PUD and to update the PUD Sketch Plan accordingly to reflect the new setback.
- **Shared Access Drive:** Along the north side of the property is a drive which provides access to the building on the adjoining property. The drive is located entirely on Jarcor's property. At this time, the applicant is maintaining the drive as is which allows both parties to access their respective properties. The applicant and adjoining property owner are encouraged to execute an agreement to ensure the north property perpetual access and to address maintenance and repair responsibilities. As this would be a private agreement between the two properties, staff has not placed a condition of approval requiring the agreement.

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.

Noticing Information: On October 4, 2019, notice of the October 14, 2019, Plan and Zoning Commission and October 21, 2019 City Council public hearings was published in the *Des Moines Register*. Notice of this public hearing also was mailed to all surrounding property owners within 370 feet of the subject property on October 3, 2019.

Staff Recommendations and Conditions of Approval: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve establishment of the Midtown Redevelopment Planned Unit Development (PUD) to allow development of a vertical mixed-use (commercial and multi-family) development, subject to the applicant meeting all City Code requirements.

Applicant:

Jarcor, LLC
Joe Cordaro
950 Office Park Road
West Des Moines, Iowa 50265
Jcordaro@benchmarkreg.com

Applicant Representative:

Larson Engineering
Michael Murphy
1001 Office Park Road, Suite 120
West Des Moines, Iowa 50265
Mmurphy@Larsonengr.com

Attachments:

- Attachment A - Plan and Zoning Commission Resolution –
 - Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Proposed PUD Amendment
 - Exhibit A - PUD Sketch Plan

RESOLUTION NO. PZC-19-069

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 ESTABLISHING THE MIDTOWN REDEVELOPMENT PLANNED UNIT DEVELOPMENT (PUD)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Jarcor LLC, has requested approval of a rezoning request to establish the Midtown Redevelopment Planned Unit Development (PUD), for that 4.63 acre property located on the east side of 8th Street and generally encompassing 1261, 1249, 1247, 1245, 1243, 1241, 1237, 1235, 1231 and 1221 8th Street and legally described as:

Legal Description

BEING ALL THAT PART OF LOTS 8 AND 9 AND PART OF THE SOUTH 25 FEET OF LOT 10, ALL IN COLBY'S FACTORY ADDITION, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 01°08'09" WEST, ALONG THE WEST LINE OF SAID LOTS 8 AND 9, DISTANCE OF 563.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 88°45'42" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 01°08'09" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°45'42" EAST, A DISTANCE OF 378.12 FEET; THENCE SOUTH 00°50'53" EAST, A DISTANCE OF 424.70 FEET; THENCE SOUTH 66°24'18" WEST, A DISTANCE OF 430.65 FEET TO THE POINT OF BEGINNING, CONTAINING 4.63 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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 28, 2019, this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-004231-2019);

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 28, 2019, or as amended orally at the Plan and Zoning Commission hearing of October 28, 2019, are adopted.

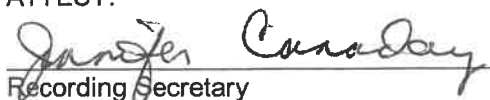
SECTION 2. REZONING REQUEST (ZC-004231-2019) to establish the Midtown Redevelopment PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated October 28, 2019, including conditions added at the Hearing, and attached hereto as Exhibit "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 October 28, 2019.



Erica Andersen, Chairperson
Plan and Zoning Commission

ATTEST:



Jennifer Canaday
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 28, 2019, by the following vote:

AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Drake

ATTEST:


Recording Secretary

EXHIBIT A

Exhibit A
Conditions of Approval

No Conditions of Approval



ATTACHMENT C

EXHIBIT A

P&Z Attachment D, Proposed PUD Ordinance have been moved to Exhibit
II

Prepared by: J. B. Munford, 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 #

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, by rezoning the following legally described property from Support Commercial (SC) to **Midtown Redevelopment** Planned Unit Development (PUD) of West Des Moines, Iowa:

Legal Description

BEING ALL THAT PART OF LOTS 8 AND 9 AND PART OF THE SOUTH 25 FEET OF LOT 10, ALL IN COLBY'S FACTORY ADDITION, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 01°08'09" WEST, ALONG THE WEST LINE OF SAID LOTS 8 AND 9, DISTANCE OF 563.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 88°45'42" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 01°08'09" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°45'42" EAST, A DISTANCE OF 378.12 FEET; THENCE SOUTH 00°50'53" EAST, A DISTANCE OF 424.70 FEET; THENCE SOUTH 66°24'18" WEST, A DISTANCE OF 430.65 FEET TO THE POINT OF BEGINNING, CONTAINING 4.63 ACRES, MORE OR LESS, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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 Midtown Redevelopment 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 Parcels for the purpose of easier reference for the applicable regulations of this Ordinance. Where the PUD sketch plan and PUD language conflict, the language shall prevail.

SECTION 3. DEVELOPMENT INTENT: The Midtown Redevelopment PUD intends to provide a framework for development standards reflective of the realities and constraints of redevelopment and to establish design standards for infill construction that are appropriate for the neighborhood. The Midtown Redevelopment PUD is located within the 8th Street corridor, an area predominantly developed in the

1970's. The corridor is prime for redevelopment due to the existing compact development pattern, proximity to transit opportunities and interstate access and the favorable central location within the metro area. It is the goal of the developer to create a pedestrian friendly, mixed-use development that expands the commercial opportunities for the corridor and enhances the area by including residential uses that provide a population to support the area businesses and additional choices in housing style, size and affordability for the neighborhood.

SECTION 4. REQUIRED PLANS:

- A. Preliminary Plat/Final Plat: Prior to or in conjunction with development of any portion of the property covered by this PUD, said area shall be replatted in accordance with the City's Subdivision Ordinance to delineate the ground associated with each building, unless a Lot-Tie Agreement is executed which permanently ties the properties together into one (1) parcel. If lot-tied, no building may be sold separately from another until the property is replatted through the City's Subdivision process.

- B. Site Plan Development Applications: Site plans for buildings within the Midtown Redevelopment PUD must meet the intent of the PUD. With the exception of grading done under a City approved grading Permit, prior to development of the respective PUD or platted parcel, site plans for development shall be submitted to the City for review through the development review process and approval by the appropriate approval body.

SECTION 5. 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. **General Conformance to Subdivision Ordinance:** All subdivisions, public and private streets and street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance and/or established City policies pertaining thereto, unless otherwise stated within this Ordinance.
 2. **General Conformance to Zoning Ordinance:** Unless otherwise specified herein, the development of the Midtown Redevelopment PUD shall comply with the provisions of the Title 9, "Zoning", of the city code or any other applicable codes.
 3. **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.
 4. **Developer Responsibilities:** The Developer, their successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development, as required by this Ordinance and approved site plans and the cost of all streets,

storm sewers, sanitary sewers, drainageway improvements, detention basins, water mains, buffers and other improvements as required for rights-of-way or public easements within the Midtown Redevelopment PUD, unless otherwise approved by the City Council.

5. Public Street Improvements and Right-Of-Way Dedication: At time of subdivision platting of ground within the PUD or in conjunction with site development, whichever occurs first, the subdivider/developer shall be responsible for construction and/or installation of all required public and private infrastructure improvements necessary to support development in a manner that will assure that the infrastructure functions at an acceptable level of service and in accordance with all city ordinances.
6. Sanitary Sewer: Any proposed change in approved land use densities (commercial or residential) 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.
7. Fire Access:
 - a) All access drives, internal drive aisles and parking lots shall permit the travel of the Fire Department's largest vehicle, including adequate accommodation of the vehicle's turning needs. Approval of unique design solutions to accommodate fire access may be granted by the City Council if the solutions proposed are acceptable to and recommended for approval by the West Des Moines Fire Department.
 - b) At the discretion of the City's Fire Marshal, "No Parking Fire Lane" areas may be established as necessary to ensure efficient movement and access of the fire trucks. The developer shall be responsible for the procurement and erection of approved fire lane signage.
 - c) A minimum of fourteen feet (14') of vertical clearance over the travel portion of all vehicle travel ways shall be maintained at all times.
 - d) The property owner or its designee shall be responsible for enforcement of no parking lanes and maintaining adequate clearance of structures and vegetation along and above all vehicle travel ways, regardless if public or private.
 - e) Adequate fire accesses as determined by the City's Fire Marshal shall be provided at all times to those areas under construction.
8. Street Lighting: The Developer shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted or developed.
9. 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.
10. Parking Interconnect: In the future, a connection to the adjacent property to the east may be necessary to enhance parking and/or circulation within the area. At such time that the City deems necessary, the property owner(s) of ground within the PUD shall construct a twenty-four foot (24') wide drive connection to the east property line, in a location agreeable to both properties and the City.

SECTION 6. REQUIREMENTS: 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) Zoning District shall apply to any development within the Midtown Redevelopment Planned Unit Development. Lots less than the minimum size required for the Support Commercial zoning district may be considered acceptable if approved by the city council as part of a master PUD development plan. 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 parcels within the Midtown Redevelopment Planned Unit Development:

A. Parcel A and B: Parcels A and B are intended to be developed as mixed-use buildings with commercial uses and multi-family residential dwellings.

1. Permitted Uses: All permitted (P) and permitted conditional (PC) uses within the Support Commercial (SC) district shall be allowed with the approval of the appropriate review and approval body, except the following, which shall be prohibited:

Prohibited Uses

Division	SIC Code	Use
A	0783	Ornamental Shrub and Tree Services
E	45-49	Transportation, Communication And Public Utilities
F	55	Automotive Dealer and Service Stations
F	5999	Engine and Motor Equipment and Supply Stores
I	70	Hotels, Rooming Houses, Camps, and Other Lodging Places
I	726	Funeral Service
I	75	Automotive Repair, Services, and Parking
I	7699	Recreational Vehicle Repair Services
I	7699	Agricultural Equipment Repair Services
I	7699	Misc. Automotive Repair Services
I	79	Amusement and Recreational Services

2. Building Setbacks: For the purposes of this section, the west property line (8th Street) is considered the front yard, the eastern boundary of Parcels A and B is considered the rear yard and the north and south boundaries of Parcels A and B are considered the side yards.
 - a. Primary and Accessory Buildings or Structures: Buildings or structures shall comply with a minimum forty-five foot (45') front yard setback as measured from the ultimate right-of-way for 8th Street; a minimum fifty foot (50') rear yard setback and a minimum fifty (50') foot side yard setback unless it abuts a like zoning district. In situations of an abutting Support Commercial property, a zero (0) foot side yard setback shall be required. Setbacks are measured to the closest structural element including egress window wells, roof overhangs, bay windows, chimney bump-outs, etc. Trash and generator enclosures shall not be located in a front yard and shall be allowed to be located as close as five-feet to a rear or side property line, unless shared between parcels A and B, in which case there shall be no side yard setback requirement.
 - b. Open Patios: At grade, open-air patios that are defined by railings, planters or walls shall comply with a minimum five-foot (5') front yard setback as measured from the ultimate right-of-way line for 8th Street and a minimum five-foot (5') rear and side yard setback.

3. **Building Height:** Buildings within Parcels A and B shall not exceed a maximum building height of fifty-five (55') feet as measured from the average grade along the foundation of the buildings.

B. **Parcel C:** Parcel C consists of an existing building not to exceed 3,000 square feet.

1. **Permitted Uses:** All permitted (P) and permitted conditional (PC) uses within the Support Commercial (SC) district shall be allowed with the approval of the appropriate review and approval body, except the following, which shall be prohibited:

Prohibited Uses

Division	SIC Code	Use
A	0783	Ornamental Shrub and Tree Services
E	45-49	Transportation, Communication And Public Utilities
F	55	Automotive Dealer and Service Stations
F	5999	Engine and Motor Equipment and Supply Stores
I	70	Hotels, Rooming Houses, Camps, and Other Lodging Places
I	726	Funeral Service
I	75	Automotive Repair, Services, and Parking
I	7699	Recreational Vehicle Repair Services
I	7699	Agricultural Equipment Repair Services
I	7699	Misc. Auto-motive Repair Services
I	79	Amusement and Recreational Services

2. **Building Setbacks:** For the purposes of this section, the western property line (8th Street) is considered the front yard and shall comply with a minimum thirty-five foot (35') front yard setback as measured from the ultimate right-of-way for 8th Street. The eastern area of the parcel is considered the rear yard and shall comply with a minimum fifty-foot (50') setback. A minimum fifteen-foot (15') setback shall be provided from the north property line and a minimum forty-five foot (45') setback shall be provided from the south property line. Trash and generator enclosures shall not be located in a front yard and shall be allowed to be located as close as five-feet to the east or north property lines and no closer than thirty-feet (30') to the south property line.

SECTION 7: DENSITY:

- A. **Residential Uses:** There shall be no maximum density restriction on any PUD parcel; however, the collective total number of dwellings allowed within all parcels included in the Midtown Redevelopment PUD shall not exceed eighty-three (83) dwelling units. Dwelling units may not be located on the 1st floor of any building located within parcel A. Dwelling units shall be allowed on the first floor of a building in parcel B; however, they shall be restricted to the southeast corner of the building. No residential dwellings shall be allowed on the first floor along the west (8th Street) or north walls of the building: these areas must contain viable commercial space.

- B. Commercial (Office/Retail) Uses, except Restaurants: The collective total commercial square footage between all buildings within the Midtown Redevelopment PUD shall not exceed twenty-five thousand (25,000) square feet. Unless otherwise provided in this PUD, at a minimum, the first floor of the building on both parcels A shall consist of only commercial uses.
- C. Restaurant Uses: Of the collective commercial square footage, restaurants within Parcels A and B shall not exceed ten thousand two hundred (10,200) square feet.

SECTION 8: PARKING:

- A. Parking Ratios: The parking rates indicated below shall be utilized for typical commercial uses, restaurants, and multi-family residential dwellings. A 30% reduction to the minimum number of parking stalls required as provided in title 9, chapter 15 of the city code shall be allowed for all other uses within the development.
 - a. Commercial (office/retail) uses, excluding restaurants: minimum of 2.25 parking space per one thousand (1,000) square feet of gross floor area.
 - b. Sit down restaurants and drinking establishments: minimum of thirteen (13) parking spaces per one thousand (1,000) square feet of gross floor area.
 - c. Residential dwelling units:
 - i. Units with up to 2 bedrooms: minimum of 0.525 parking space per unit.
 - ii. Units with 3 bedrooms or more: minimum of 0.6 parking space per unit.
 - d. With the approval of the city council and the execution of an appropriate cross parking agreement, required spaces for one parcel may be located on a different parcel. If shared parking is utilized, the total parking spaces provided within the PUD must meet the minimum number of parking stalls required as outlined for all uses within the PUD.
- B. Off Street Parking & Loading Areas: All off-street parking and loading/service areas shall comply with title 9, chapter 15 of the city code.
 - 1. All off street parking and loading areas shall be sited and landscaped to screen their visibility from 8th Street, including associated sidewalk and adjoining single-family dwellings/lots sharing the south perimeter PUD boundary line. Parking areas shall be screened year-round to a minimum height of three feet (3'). No screening is required along the eastern PUD boundary line.
 - 2. Parking stall measurements and drive aisle widths shall conform to title 9, chapter 15 of the city code.
 - 3. It is desired that all off street parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their function. Landscape islands and/or pods shall be implemented in all new parking areas in accordance with title 9, chapter 19 of the city code, except that parking rows immediately adjacent a building face shall only be required to implement terminal islands at the end of a parking row and shall not be required to provide intermediate islands within the linear row of parking. The existing parking area on parcel C shall not be required to be brought into compliance with city code until such time that the site is redeveloped, or the parking is reconstructed. Any additions to the existing parking in parcel C shall be designed and landscaped in accordance with city code
- C. Off Street Parking Lot Setbacks: Parking shall be in conformance with title 9, chapter 15 of the city code, except as follows:
 - 1. Parking Setback from 8th Street: With the exception of parcel C, parking shall be setback a minimum of one-hundred feet (100') from the ultimate street right-of-way for 8th Street. The setback of the existing parking field within parcel C to the ultimate right-of-way line for 8th Street shall be considered acceptable as is; however, no modification to the parking field shall be allowed which would reduce the setback to less than it is at the time of adoption of this

PUD. Should parcel C be redeveloped, a minimum forty foot (40') setback shall be provided from the ultimate right-of-way line of 8th Street.

2. Parking Setback from the South PUD Boundary: With the exception of parcel C, parking shall be setback a minimum of fifteen feet (15') from the south perimeter boundary line of the PUD. The setback of the existing parking field within parcel C to the south boundary line shall be considered acceptable as is; however, no modification to the parking field shall be allowed which would reduce the setback to less than it is at the time of adoption of this PUD. If the existing building on Parcel C is ever demolished, the pursuant development shall provide a minimum fifteen-foot (15') side yard setback from the southern boundary line.
3. Parking Setback from the East and North PUD Boundary: No setback shall be required from either the east or north boundary line of the PUD; however, parking along the north shall not have direct access to the east-west access drive. The appropriate barriers to prohibit direct access to the access drive shall be installed to force vehicles to go south and connect to the access drive at a defined point.

SECTION 9: ARCHITECTURE: The intent is to create building façades throughout this development that are articulated to provide visual interest to pedestrians and to establish a unique identity for the development. The architectural design of any building within this development shall be acceptable to the City. The architecture shall attempt to express a creative presentation by careful attention to exterior building materials and details, use of fenestration, and change in building mass within the plane and roof design to lessen the plainness of appearance which can be characteristic of large commercial and multi-family buildings. Building design, materials, trim, detailing, and colors shall provide continuity 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° architectural treatment). There are no “backs” to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.

On file with the City are conceptual architectural illustrations of the general building style, colors and materials. Once site plan approval is gained on a particular building design, any alteration in design, materials or colors, must be reviewed and approved by the City’s Development Services Department prior to changes being implemented.

- A. All buildings within this development shall accommodate or incorporate the following design approaches:
 - 1) 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.
 - 2) Buildings shall be organized to create a logical and identifiable relationship with the site and other buildings, open spaces, and pedestrian circulation paths.
 - 3) The use of building articulation and materials which break up the building mass into modules that respect a pedestrian scale and reflects proportions similar to other buildings within the area.
 - 4) The building’s design should meet context and site objectives such as providing gateways, creating visual and physical linkages and framing or terminating views.
 - 5) Variation in building height, mass and roof forms shall be provided to create interest while still maintaining an overall building continuity. Roofs should not be designed as attention-getting devices related to the reinforcement of signage or as an identifiable corporate image.
 - 6) Projections above the roof shall have the appearance of a three-dimensional element.
 - 7) Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, change in rooflines, addition of awnings or changes in building material are examples that can create this effect.

- 8) Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall. Long blank walls shall be prohibited.
- 9) Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings. Materials should change with the change in building planes.
- 10) Trim and structural elements such as posts or columns shall be sized to the scale of the building.
- 11) Whenever possible, ground floor commercial tenant areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest. Use of reflective glass or mirrored glass is discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the linkage of the interior and exterior of buildings.
- 12) Architectural design for multi-family units shall include:
 - a. Unit design should incorporate elements such as balconies and roof decks to reinforce the connection between the residents and the activities within the development. A minimum of eighty percent (80%) of the multi-family units within the development must provide a balcony or porch with a minimum usable area of forty (40) square feet and a minimum usable dimension of five feet (5') deep in either direction. In lieu of outdoor living area for individual units, area(s) of common defined and enhanced outdoor living space can be provided.
 - b. Should covered parking be pursued, the architectural details of detached garages should incorporate the materials and treatments of the dwelling, such as windows, doors, trim and materials on all sides of the garage. For parking incorporated within the primary building, the design should place the garage doors on a non-street side façade and use screening or design elements to minimize the dominance of garage doors on the facade.
- 13) Natural, durable materials such as brick and stone shall be used as the major elements of the façade cladding (40% or greater), primarily on the lower stories of the building. Use of vinyl materials is prohibited.
 - a. Buildings may incorporate the following materials in addition to the materials noted above: architectural concrete masonry units (CMU) and architectural metal or composite panels (acceptable to the City.) All composite panel or metal cladding must have concealed fasteners. All exposed edges must have a fully finished edge or be terminated with trim. Trim for the panels should be finished with the same color as the panel. CMU's shall have integrated color rather than surface applied paint/staining and should generally have texture for interest; smooth CMU may be used in conjunction with texture for accent purposes. The use of EIFS or synthetic stucco shall be used in limited quantities and primarily as an accent or trim material; located only on the upper portions of the facades. EIFS or synthetic stucco may not comprise more that 20% of the cladding material.

SECTION 10. LANDSCAPING: Landscaping must be provided in accordance with City Code unless otherwise modified within this ordinance. Details regarding specific varieties, exact quantities, and the minimum size at time of planting shall be provided and approved as part of the site plan submittal and shall meet the general guidelines in respect to the minimum plant sizes traditionally applied to development within the City. The minimum vegetation quantities specified within this ordinance will need to be provided. The provision of additional vegetation above the minimum amount required may be necessary to fulfill the intent (i.e., visual mitigation/screening) of the required landscaping.

Once site plan approval is gained on a particular parcel, any alteration to that shown on the approved site plan must be reviewed and approved by the City's Development Services Department prior to the changes being implemented.

- A. Open/Green Space: Due to the nature of the intended redevelopment in respect to existing development patterns, uses, and densities, the amount and locations of open space and green space/vegetation within the redevelopment area will vary. As a general rule, the maximum amount of "green" (open lawn areas and vegetation) should be provided within a site. To allow the most flexibility in planning, collectively, the development shall attempt to provide a minimum

of twenty five percent (25%) open space across the PUD area; however, no less than fifteen percent (15%) open space or more than eighty five percent (85%) impervious surface will be allowed within any one PUD parcel. Plaza and streetscape areas along with any areas associated with outdoor pedestrian use may be counted toward fulfilling the minimum open space requirement. Plazas and outdoor pedestrian use areas to be counted toward fulfilling minimum open space requirements may be paved (impervious) as long as the paving is part of a planned hardscape and landscape enhancement of the plaza or pedestrian area.

- B. **Streetscaping:** A landscaped edge with pedestrian elements or "streetscape" shall be provided along 8th Street. The streetscape is intended to provide desired green to the City, reinforce a district identity, provide visual screening of parking and other negative site elements, bring human scale to adjoining buildings and provide traffic calming benefits. The streetscape shall include vegetation and pedestrian furniture fixtures. Incorporation of art or other development defining elements are encouraged but may not be used to promote the identity of the development or a tenant within the development. Pedestrian elements such as patios and walkways may encroach into the streetscape area; however, no buildings or off-street parking may encroach.

SECTION 11. BUFFERING AND TRANSITIONING: Buffering and density transition methods shall be required as set forth in Title 9, Chapter 19, Section 8E and Title 9, Chapter 5, Section 7C of city code, except along the south boundary of parcel C until such time that parcel C is redeveloped. Until redevelopment occurs, no structure or paved area may be located closer than currently exists at the time of adoption of this PUD. As possible, landscape vegetation or a solid six-foot (6') fence should be located along the south boundary line to delineate the line between the development and the existing single family lots.

SECTION 12. SIGNAGE REGULATION: Signage restrictions shall be imposed to limit and reduce the negative impacts of sign clutter. Signage within each PUD parcel shall comply with all provisions of Title 9, Chapter 18. For mixed use buildings, the commercial portions of the building shall comply with support commercial (SC) regulations. Multi-family portions of mixed-use buildings shall comply with the multi-family sign regulations for the high density district as found in Title 9, Chapter 18 on the City Code.

SECTION 13. STORM WATER MANAGEMENT: Specific Storm Water Management Plans will be required with the development of each parcel, demonstrating compliance with the approved Midtown Redevelopment PUD Master Storm Water Management Plan, on file with the city. The Developer will have said specific Storm Water Management Plans prepared by a Professional Engineer licensed in the State of Iowa, in conjunction with the submittal of a specific development proposals for a parcel within the PUD. All specific Storm Water Management Plans 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 any development within any portion of the property within the Midtown Redevelopment PUD.

At time of platting or development, ownership and responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established.

SECTION 14. TRAFFIC STUDY: A Traffic Impact Study (Traffic Report) dated May 6, 2019, has been prepared by the City of West Des Moines for the Midtown Redevelopment development. The Traffic Report caps the traffic generated from all ground within this PUD at 1,839 average daily trips, with 130 AM peak hour trips and 175 PM peak hour trips. The Traffic Report also outlines the ultimate paving requirements for the major road ways in the vicinity of the Midtown Redevelopment development. Prior to, or in conjunction with site plan submittal of any parcel, or portion of a parcel, the Developer shall have the traffic report reviewed by the City's traffic consultant to ensure that the provisions and assumptions of the original traffic report are still valid and applicable.

SECTION 15. REPEALER: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 16. 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 17. 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 18. 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 19. 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

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

ITEM: Approval to execute a Development Agreement between Bryken, LLC, Martin's Flag Company, LLC, Quill & Nib LLC and the City of West Des Moines **DATE: November 4, 2019**

RESOLUTION: Approval of Development Agreement

FINANCIAL IMPACT: Based on the Historic West Des Moines Urban Renewal Plan, and the attached development agreement between the City, Bryken, LLC, Martin's Flag Company, LLC and Quill 7 Nib LLC, the City anticipates providing incentives in the form of a 1:1 matching grant for regulatory compliance projects not to exceed \$7,476.24. The final amount will be dependent upon receipts submitted to the City for review and approval.

BACKGROUND: On February 6, 2017, the City Council adopted a resolution creating the Regulatory Compliance Fund (RCF) Pilot Program to assist property owners with costs of compliance with government regulations within the Historic West Des Moines Urban Renewal Area. The program is structured as a 1:1 matching grant, based on a reimbursement basis. The program also requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On June 12, 2017, the RCF Pilot Program was amended to add the provision of progress payments to the recipient based on completed projects within the full renovation project.

At the December 10, 2018 City Council meeting, the Council approved the recommendations for applications for assistance from the PIF and RCF for the Historic West Des Moines area and approved the award recipients to apply for building permits and to begin construction upon issuance of those permits.

This project experienced a delay in construction following the initial approval from City Council.

On July 17, 2019, the Finance and Administration City Council Subcommittee reviewed this item at a public meeting due to a delay in construction following initial approval of the project funds. The Subcommittee recommended this item to full City Council for consideration.

In this particular case, the Developer, Bryken, LLC is undertaking an improvement project located at the development property, 131, 133, and 135 5th St., with an estimated value of \$17,000. The Tenants are also committing to create/retain three (3) FTEs within the proposed development agreement.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Development Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Katie Hernandez, Business Development Coordinator, Community and Economic Development 

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	October 25, 2019
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed	July 17, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Development Agreement
- Exhibit II - Resolution

**REGULATORY COMPLIANCE FUND
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 20__, by and between the CITY OF WEST DES MOINES, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, 2019, and BRYKEN, LLC, an Iowa limited liability company (the “Developer”), and MARTIN'S FLAG COMPANY, LLC AND QUILL & NIB LLC, Iowa limited liability companies, respectively (the “Tenants”).

BACKGROUND

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and is engaged in carrying out urban renewal project activities in an area known as the Historic West Des Moines Urban Renewal Area (the “Area”), which is described in the Urban Renewal Plan (“Plan”) approved for such area by Resolution No. 17-04-03-14 on April 3, 2017; and

WHEREAS, the City has also approved Resolution No.17-02-06-20 on February 6, 2017, establishing the Property Improvement Fund (“PIF”) Program, and the program was later amended by Resolution No. 17-05-30-16 on May 30, 2017, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

WHEREAS, the City has also approved Resolution No. 17-02-06-21 on February 6, 2017, and the program was later amended by Resolution No. 17-06-12-11 on June 12, 2017, establishing the Regulatory Compliance Fund (“RCF”) Program, which is an economic incentive policy to assist property owners in the Area with costs of compliance with government regulations; and

WHEREAS, the PIF Program and the RCF Program are both identified as urban renewal projects in the Plan; and

WHEREAS, the Developer has submitted an application to receive funding through one or both of the above programs for certain construction activities as described on the attached Exhibit B (hereinafter the “Project”) that the Developer seeks to undertake on the property legally described on the attached Exhibit A (the “Development Property”), which is located within the Area; and

WHEREAS, Tenants shall operate their business at the Development Property and commit to hire and retain employees thereon; and

WHEREAS, the City has conditionally approved the Developer to receive economic development incentive funding as specified in Article II of this Agreement (the “Development Incentives”) in return for the Developer’s completion of the Project, provided that the Developer and Tenants agree to and remain in compliance with the terms of this Agreement; and

WHEREAS, the City Council has found the Project to be consistent with the objectives of the Plan for the Area, the PIF and RCF programs, and has further found that the use of City funds to finance the Development Incentives is in accord with the provisions of the applicable laws under which the Project will be undertaken, including but not limited to, Iowa Code Chapter 15A.

NOW, THEREFORE, the City and the Developer, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

ARTICLE I
REPRESENTATIONS AND COVENANTS OF DEVELOPER AND TENANTS

1. Representations and Covenants of the Developer. Developer makes the following representations and covenants:

a. Project. Developer shall cause the improvements described in Exhibit B to this Agreement to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

b. No Violations or Claims. To its knowledge and with respect to the Project, the Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws.

c. Total Investment. Developer represents that the total investment in the Development Property for the Project will be not less than \$17,000, and that without the Development Incentives contemplated herein, Developer would not undertake the Project.

d. Insurance. Developer agrees during construction of the Project and thereafter until the Termination Date, as that term is defined in Article VI, Section 11, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Project in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

e. Cooperation. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Project.

f. Completion Date. Developer expects that, barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City), the Project will be completed by November, 2019.

g. Compliance with Laws. Developer will comply with all state, federal, and local laws, rules, and regulations relating to the Project, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

h. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can

determine compliance with the Agreement.

i. Inspection. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Project to inspect such construction and the progress thereof.

j. Real Property Taxes and Assessments. Developer agrees that prior to the Termination Date of this Agreement:

i. Developer will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Project, or Developer, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

ii. Developer will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date; and

iii. Developer will not seek to change the current land assessment category from commercial/industrial, or the zoning classification, of the Development Property or the Project.

k. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Project have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of the year in which the Developer first receives any Development Incentives, and each subsequent October 15 through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-1 for form required for Developer's Annual Certification.

l. Tenant Lease. Developer shall allow Tenants to lease the Development Property until at least the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

2. Representations and Covenants of Tenants. Tenants make the following representations and

covenants:

a. Employment. Within two (2) years after disbursement of any Development Incentives to Developer, as set forth in Article II of this Agreement, the Tenants shall employ at least three (3) Full-Time Equivalent Employees at the Development Property, and Tenants shall retain at least three (3) Full-Time Equivalent Employees at the Development Property through the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

For purposes of this Agreement, "Full Time Equivalent Employees" shall mean either (i) a "full time" employee who works at least 40 hours per week or 2,000 hours per year or (ii) any combination of "part time" employees, who, in the aggregate, work at least 2,000 hours per year.

b. No Violations or Claims. To its knowledge and with respect to the Project, the Tenants are not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Tenants with respect to such laws.

c. Cooperation. Tenants will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Project.

d. Operation of Minimum Improvements. Tenants will occupy the Development Property until at least the Termination Date as that term is defined in Article VI, Section 11.

e. Compliance with Laws. Tenants will comply with all state, federal, and local laws, rules, and regulations relating to the Project, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

f. Available Information. Upon request, Tenants shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

g. Inspection. Tenants agree that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Project to inspect such construction and the progress thereof.

h. Annual Certification. To assist the City in monitoring the Agreement and performance of Tenants hereunder, a duly authorized officer of Tenants shall annually provide to the City: (i) certification of the number of Full-Time Equivalent Employees employed by Tenants as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Tenants are not, or were not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or

Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of the year in which the Developer first receives any Development Incentives, and each subsequent October 15 through the Termination Date. Tenants shall provide supporting information for their Annual Certifications upon request of the City. See Exhibits D-2 and D-3 for form required for Tenants' Annual Certification.

i. Signage. Tenants shall prominently post a sign viewable by the public during the construction of the Minimum Improvements and for at least sixty (60) days following the receipt of a certificate of occupancy which reads: "This project is made possible by funding from the City of West Des Moines Redevelopment Programs for Historic West Des Moines." The sign will be provided by the City of West Des Moines.

ARTICLE II

DEVELOPMENT INCENTIVES

1. Applicable Development Incentives. Subject to the conditions set forth in this Article and this Agreement, the City has conditionally approved Developer to receive Development Incentives through the following program(s):

- Property Improvement Fund Program ("PIF")
- Regulatory Compliance Fund Program ("RCF") (Article II, Section 2)

Developer is only eligible to receive those Development Incentives described in the Section(s) of this Article II that are associated with the program(s) for which Developer is approved, as shown above. If Developer is approved for Incentives under both the PIF and RCF programs, the same project costs may not be submitted for reimbursement under both programs. Those Development Incentives granted through the above approved program(s) shall be the only monetary consideration given by the City to the Developer in connection with this Agreement.

2. Regulatory Compliance Fund Program ("RCF") Incentives

a. Grant. If Developer is approved to receive incentives under the RCF program, then for and in consideration of the obligations of the Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Grant to the Developer for certified and approved Project Costs (as described in Section 2(b)(iv)-(v) below) incurred by Developer in constructing the Project necessary to comply with government regulations, but not to exceed \$7,476.24 (the "Grant"). The Grant shall not include any Project Costs that are being reimbursed through the PIF program or which must be paid by the Developer in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to provide Developer the Grant under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

- (i) the Developer shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Project must be necessary to comply with government regulations;

(iv) Developer shall certify to the City the amount of the incurred Project Costs in the form attached as Exhibit E with accompanying proof of payment and lien waivers; and

(v) the Project Costs are subject to review and approval by the City, which shall approve the certified Project Costs if it determines, in good faith but in its sole discretion, that the Project Costs were incurred for the Project, were fully paid by the Developer, are free and clear of any liens, and have not otherwise been reimbursed by the City.

c. Timing of Grant Payment(s). Conditioned upon satisfaction of the Conditions Precedent in Article II, Section 2(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Project, the City shall provide Developer that portion of the Grant necessary to reimburse the Developer for the approved Project Costs incurred in constructing the completed portion of the Project, but not to exceed \$7,476.24 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Project and the approval of the associated Project Costs.

d. Event of Default/Repayment of Grant. If an Event of Default occurs under this Agreement and is not timely cured, Developer shall be obligated to repay to the City a prorated amount of the Grant received by the Developer, with interest at 4% per annum, such interest to be calculated from the date occurring 30-days following the provision of written notice identifying a breach of contract by the City to the Developer, pursuant to Article V, Section 3 below. The amount of the Grant that must be repaid upon an Event of Default will be reduced by 20% each December 31 after the date of this Agreement, assuming there is no uncured Event of Default at that time.

e. Maximum Amount. The total amount of the Grant paid by the City to Developer shall not exceed 50% of the amount of the certified and approved Project Costs incurred by Developer in constructing the Project necessary to comply with government regulations (excluding any Project Costs that are being reimbursed through the PIF program) or \$7,476.24, whichever is less. The City makes no guarantee as to the actual amount of the Grant which Developer shall receive. The Grant is only for the Project described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

ARTICLE III **INDEMNIFICATION**

1. Release and Indemnification. The Developer and Tenants release the City and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer and Tenants agree to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer or Tenants against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Project or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or Tenants or its officers, agents, servants or employees or any other person who may be about the Project or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

2. Survival. The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV **PROHIBITION AGAINST ASSIGNMENT AND TRANSFER**

1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer and Tenants under this Agreement, Developer and Tenants represent and agree that, prior to the Termination Date, Developer and Tenants will maintain their existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property, the Project, or their interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the then-outstanding obligations of Developer and Tenants (as the case may be) under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Project, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Project from property tax liability. Nor can the Development Property or Project be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE V **DEFAULT AND REMEDIES**

1. Events of Default Defined. The following shall be "Events of Default" under this

Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Project to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to pay ad valorem taxes on the Development Property and the Project;
- d. Failure by Developer to repay the No Interest Loan consistent with the terms of this Agreement and the Promissory Note;
- e. Failure by Developer or Tenants to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the employment obligations;
- f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- g. Developer or Tenants shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer or Tenants as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or Tenants or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer or Tenants, and shall not be discharged within ninety (90) days after such appointment, or if Developer or Tenants shall consent to or acquiesce in such appointment; or
- h. Any representation or warranty made by Developer or Tenants in this Agreement or in any written statement or certificate furnished by Developer or Tenants pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

3. Developer and Tenants Breach. If the Developer or Tenants fail(s) to perform any of

its/their obligations under this Agreement, and fail(s) to cure said breach within thirty (30) days after written notice from the City to the Developer or Tenants, the City shall be entitled to do any one or more of the following: (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Developer or Tenants, (iii) demand and receive repayment from Developer of the RCF Grant as described in Article II, Section 2(d), and/or (iv) take any other legal or equitable action deemed appropriate to enforce the Developer's and/or Tenants' obligations under this Agreement.

4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer or Tenants herein contained, Developer and Tenants agree that the defaulting party shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE VI **MISCELLANEOUS**

1. Conflict of Interest. Developer and Tenants represent and warrant that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the City, to the City of West Des Moines at 4200 Mills Civic Pkwy, P.O. Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan Jacobson, City Clerk;

b. In the case of the Developer, to Bryken, LLC, (the "Developer"), 291 S. 61st Street,

West Des Moines, Iowa 50266, Attn: Brett Biggins, Partner;

c. In the case of the Tenants, to:

- i. Martin's Flag Company, LLC, 135 5th Street, West Des Moines, IA 50265, Att: Brett Biggins, Manager
- ii. Quill & Nib LLC, 4232 Park Hill Drive, Des Moines, IA 50312, Attn: Robert Beers, Manager

or to such other designated individual or officer or to such other address as either party shall have furnished to the other in writing in accordance herewith.

3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa.

4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the entire agreement between the City, the Developer, and the Tenants and supersedes all other written and oral agreements, discussions and negotiations.

5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit G, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

11. Termination Date. Unless terminated earlier under the provisions of this Agreement, the Agreement shall terminate and be of no further force or effect on the later of: (i) October 31, 2024, or (ii) the date on which the No Interest Loan is fully repaid.

12. Lien. This Private Development Agreement is not binding until the attached Lien (Exhibit "H") is executed. Exhibit G is incorporated by reference.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer and Tenants have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

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

(Signature page to Development Agreement – City of West Des Moines, Iowa)

Bryken, LLC, an Iowa limited liability company

By: _____
Brett Biggins, Partner

STATE OF IOWA)
)SS
COUNTY OF POLK)

This record was acknowledged before me on this _____ day of _____, 2019, by Brett Biggins, as Partner of Bryken, LLC, on behalf of whom the record was executed.

Notary Public in and for said County and State

[Signature page to Agreement for Private Development – Developer]

Martin's Flag Company, LLC, an Iowa limited liability company

By: Brett Biggins, Manager

STATE OF IOWA)
)SS
COUNTY OF POLK)

This record was acknowledged before me on this _____ day of _____, 2019, by Brett Biggins as Manager of Martin's Flag Company, LLC, on behalf of whom the record was executed.

Notary Public in and for said County and State

[Signature page to Agreement for Private Development – Martin’s Flag Company, LLC]

Quill & Nib LLC, an Iowa limited liability company

By: Robert Beers, Manager

STATE OF IOWA)
)SS
COUNTY OF POLK)

This record was acknowledged before me on this _____ day of _____, 2019, by Robert Beers as Manager of Quill & Nib LLC.

Notary Public in and for said County and State

[Signature page to Agreement for Private Development – Quill & Nib LLC]

EXHIBIT A
DESCRIPTION OF DEVELOPMENT PROPERTY

Street address: 131,133,135 5th Street, West Des Moines, IA 50265

Legal description: LT 14 & S1/2 LT 15 BLK 4 VALLEY JUNCTION

Parcel No.: 320/04246-001-000

EXHIBIT B
DESCRIPTION OF PROJECT

PROJECT:

The Project consists of: HVAC improvements

Those improvements, if any, necessary for regulatory compliance include: HVAC improvements.

The construction of the Project will be completed by: November, 2019

Construction costs are expected to be approximately: \$17,000

EXHIBIT C
RESERVED

EXHIBIT D -1
DEVELOPER ANNUAL CERTIFICATION

(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

Bryken, LLC

By: _____
Brett Biggins, Partner

Attachments: Proof of payment of taxes

EXHIBIT D -2
TENANT ANNUAL CERTIFICATION

(due before October 15th as required under terms of Development Agreement)

The Tenant certifies the following:

During the time period covered by this Certification, the Tenant is and was in compliance with the Agreement as follows:

(i) The total number of Full-Time Equivalent Employees, as defined in Article I, paragraph 2(a) of the Agreement, employed by Tenant at the Development Property as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May1, 20__ : _____	November 1, 20__ : _____

(ii) The undersigned officer of Tenant has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

Martin's Flag Company, LLC

By: _____
Brett Biggins, Manager

EXHIBIT D -3
TENANT ANNUAL CERTIFICATION

(due before October 15th as required under terms of Development Agreement)

The Tenant certifies the following:

During the time period covered by this Certification, the Tenant is and was in compliance with the Agreement as follows:

(i) The total number of Full-Time Equivalent Employees, as defined in Article I, paragraph 2(a) of the Agreement, employed by Tenant at the Development Property as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May1, 20__ : _____	November 1, 20__ : _____

(ii) The undersigned officer of Tenant has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

Quill & Nib LLC

By: _____
Robert Beers, Manager

EXHIBIT E
DEVELOPER CERTIFICATION OF PROJECT COSTS

Bryken, LLC (the “Developer”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Minimum Improvements that are the subject of a Development Agreement entered into the ____ day of _____, 2019 between the City of West Des Moines, Iowa and the Developer (the “Agreement”). The Developer certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses.

In the event of an overpayment by the City for expenses not actually incurred or for unallowable expenses, or if payment was received from another source for any portion of the expenses claimed, the Developer assumes responsibility for repaying the City in full for those expenses.

Certified Project Costs					
Necessary For Regulatory Compliance? Y/N (Y=will be applied to RCF program if eligible; N=will be applied to PIF program if eligible)	Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Material Costs	Miscellaneous
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Invoice description and cost				
	Total Cost per category				

If you need additional space please attach another table.

Attach actual receipts and invoices and lien waivers

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

By: _____
 Bryken, LLC

EXHIBIT F
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

Type of Document: **MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF WEST DES MOINES, BRYKEN, LLC, AND MARTIN'S FLAG COMPANY, LLC AND QUILL & NIB LLC**

Return Document to: Ryan Jacobson, City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
West Des Moines, IA 50265

Preparer Information: Katie Hernandez, City of West Des Moines, 4200 Mills Civic Parkway, Suite 1E, West Des Moines, IA 50265, 515-273-0770

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION:

LT 14 & S1/2 LT 15 BLK 4 VALLEY JUNCTION

Polk County, Iowa Parcel ID number is 320/04246-001-000

Address: 131,133,135 5th Street, West Des Moines, IA 50265

WHEREAS, the City of West Des Moines, Iowa (the "City"), Bryken, LLC ("Developer"), and Martin's Flag Company, LLC and Quill & Nib LLC ("Tenants") did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer and Tenants agreed, in accordance with the terms of the Agreement to develop and operate certain real property located within the City.

The Development Property is described as follows:

LT 14 & S1/2 LT 15 BLK 4 VALLEY JUNCTION

Polk County, Iowa Parcel ID number is 320/04246-001-000

Address: 131,133,135 5th Street, West Des Moines, IA 50265

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2019, and terminates as set forth in the Agreement; and

WHEREAS, the City and Developer and Tenants desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

[Signatures Start on Next Page]

CITY OF WEST DES MOINES, IOWA,
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

(Signature page to Memorandum of Agreement – City of West Des Moines, Iowa)

Bryken, LLC

By: _____
Brett Biggins, Partner

STATE OF IOWA)
)SS
COUNTY OF POLK)

This record was acknowledged before me on this _____ day of _____, 2019, by Brett Biggins, as Partner of Bryken, LLC, on behalf of whom the record was executed.

Notary Public in and for said County and State

(Signature page to Memorandum of Agreement –Developer)

Martin's Flag Company, LLC

By: _____
Brett Biggins, Manager

STATE OF IOWA)
)SS
COUNTY OF POLK)

This record was acknowledged before me on this _____ day of _____, 2019, by Brett Biggins as Manager of Martin's Flag Company, LLC, on behalf of whom the record was executed.

Notary Public in and for said County and State

(Signature page to Memorandum of Agreement –Martin’s Flag Company, LLC)

Quill & Nib LLC

By: _____
Robert Beers, Manager

STATE OF IOWA)
)SS
COUNTY OF POLK)

This record was acknowledged before me on this _____ day of _____, 2019, by Robert Beers as Manager of Quill & Nib LLC.

Notary Public in and for said County and State

(Signature page to Memorandum of Agreement –Quill & Nib LLC)

EXHIBIT G
LIEN

(Insert signed Lien after this page)

PERSONAL GUARANTY

The undersigned Guarantor(s) (whether one or more, hereafter called "Guarantor") requests that the City of West Des Moines, a municipal corporation in the State of Iowa, ("City") enter into a Private Development Agreement with Bryken, LLC ("Debtor"), and in consideration of benefits received by the Debtor, the Guarantor agrees as follows:

A. The term "Obligations" includes all obligations of Debtor to the City when incurred, regardless of the nature of the obligation, whether existing prior to the date of this Guaranty or arising hereafter, or whether it subsequently becomes unenforceable against Debtor as a result of Debtor's bankruptcy or otherwise.

B. Guarantor hereby unconditionally and irrevocably guarantees payment of all Obligations of Debtor to the City, plus all interest, costs, attorney's fees, and other expenses in the collection of any Obligations guaranteed hereby or in the enforcement of this Guaranty.

C. Guarantor acknowledges that this Guaranty shall be effective and binding on Guarantor without further notice or acknowledgement that it is applicable to all Obligations of Debtor to City. This Guaranty shall terminate on October 31, 2024, or upon receipt of written notice of termination from the Guarantor by registered or certified mail, provided that such termination shall not affect the liability of the Guarantor with respect to:

- Obligations incurred prior to such date; or
- Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Obligations on or after such date.

D. This Guaranty is a guarantee of payment, and not merely a guarantee of collection. The City may proceed against Guarantor without first proceeding against Debtor or any collateral securing the Obligations.

E. The liability of the Guarantor hereunder shall not be affected by any surrender or release by the City of any security or rights it may have for any Obligations herein guaranteed, or by any amendment or change in the terms of the Obligations, whether with or without notice to, or the consent of the Guarantor.

F. Until all Obligations guaranteed hereby are paid in full, any indebtedness (including any right or interest or salary, dividends, options, benefits, or proceeds) of Debtor now or hereafter owing to Guarantor is hereby subordinated to all Obligations of Debtor to the City. All amounts received by the Guarantor prior to payment in full of the Obligations shall be received in trust for the City.

G. The Obligations hereunder of Guarantor (if more than one) shall be joint and several.

H. Payments under this Guaranty shall be made to the City at 4200 Mills Civic Parkway, West Des Moines, Iowa, or at such other place as the City shall designate from time to time.

I. If any provision of this Guaranty shall be held invalid or unenforceable, such invalidity or enforceability shall not affect the provisions of this Guaranty which may be given effect without

the invalid or unenforceable provisions, and to this end, the provisions of this Guaranty are to be construed as severable.

J. In consideration of the Private Development agreement with Debtor, Guarantor acknowledges that the City is relying on the evidence of financial solvency and security submitted by the Guarantor to the City and Guarantor agrees to provide the City with a personal financial statement contemporaneously with the execution of this guaranty or at any subsequent date as requested or deemed necessary by the City in its sole discretion. Guarantor agrees to promptly notify the City of any material change in financial status, including marital status, change of address, and any other information which may be material to Guarantor's financial solvency and security for the purpose of this Guaranty.

K. Guarantor waives presentment, demand, protest, notice of dishonor, protest, and nonpayment, and all due diligence or promptness that may otherwise be required by law. The liability of Guarantor hereunder may only be extinguished by payment in full of the amounts guaranteed herein. All rights, power and remedies of the City under this Guaranty shall be cumulative and in addition to all rights, powers, and remedies which the City may otherwise have against Guarantor.

L. This Guaranty shall be governed by and construed according to the laws of Iowa, and the Guarantor hereby submits to the jurisdiction of the District Court of Polk County, in any action brought under or arising out of this Guaranty.

IN TESTIMONY WHEREOF, witness the signature(s) of the Guarantor(s), this ____ day of _____, 2019.

By: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Address: _____

STATE OF IOWA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on this ____ day of _____, 2019, by _____ and _____ on behalf of whom the record was executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
 EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
 AMONG THE CITY OF WEST DES MOINES, BRYKEN, LLC,
 MARTIN'S FLAG COMPANY, LLC, AND QUILL & NIB, LLC

WHEREAS, the City has approved Resolution No. 17-02-06-21, establishing the Regulatory Compliance Fund ("RCF") Program, later amended by Resolution No. 17-06-12-11, which is an economic incentive policy to assist property owners in the eligibility area with costs of compliance with government regulations; and

WHEREAS, it is desirable that properties within the eligibility area be redeveloped as part of the Historic West Des Moines Master Plan; and

WHEREAS, the City has received a proposal from Bryken, LLC (the "Developer") and Martin's Flag Company, LLC, and Quill & Nib LLC (the "Tenants"), in the form of a proposed Development Agreement (the "Agreement") by and among the City, Developer, and Tenants, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the eligibility area as defined and legally described in the Agreement ("Development Property") consisting of HVAC replacement, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, pursuant to the Regulatory Compliance Fund program, the Agreement would obligate the City to submit reimbursements to the Developer in the form of a Grant consisting of not more than 50% of the total project cost for improvements to comply with regulatory obligations, or \$7,476.24, whichever is less, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Tenants relates to employment retention and/or creation; and

WHEREAS, this Agreement is consistent with the Regulatory Compliance Fund Program; and

WHEREAS, Iowa Code Chapter 15A authorizes cities to make loans and grants for economic development and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Historic West Des Moines Master Plan and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of

Chapter 15A of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such

documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 4th day of November, 2019.

Mayor

ATTEST:

City Clerk

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

DATE: November 4, 2019

ITEM: Resolution – Public hearing regarding the vacation of a portion of former South 11th Street as a public street and releasing and terminating the public street right of way easement.

FINANCIAL IMPACT: None

SYNOPSIS: Due to the construction of Veterans Parkway and the realignment of a portion of former Army Post Road, a portion of Southeast 11th Street is no longer needed as public right of way. The attached Resolution vacates this area as a public street, releases the City’s interest in the property and terminates the easement. Upon termination, full fee title ownership will revert to the underlying property owner.

Because this action only vacates a portion of the street due to realignment, but does not vacate S. 11th Street, no review by the Plan and Zoning Commission is required.

RECOMMENDATION: Approve the Resolution vacating the property shown on the attached plat as street right of way, release the City’s interest in the property and terminate the easement as public street right of way.

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	DM Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION NO. _____

RESOLUTION APPROVING THE VACATION OF A PORTION OF FORMER SOUTH 11TH STREET AS PUBLIC STREET RIGHT OF WAY AND RELEASING AND TERMINATING THE PUBLIC STREET RIGHT OF WAY EASEMENT

WHEREAS, the City of West Des Moines, Iowa is the owner of an easement constituting public street right of way for a portion of former South 11th Street as shown on the attached Vacation Plat 01-V (“Exhibit”); and

WHEREAS, due to the realignment of the roadway for which the right of way easement was used, the parcels comprising the public street right of way is no longer needed and the vacation of the parcel as public street right of way is appropriate; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice of vacation of the easement as public street right of way and the release and termination of the easement has been made; and

WHEREAS, this being the time and place for a public hearing regarding vacation of the easement as public street right of way and the release and termination of the easement; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that use of the property shown on the attached Exhibit is no longer needed and should therefore be vacated as street right of way and the City’s interest in the property be released and terminated; and

WHEREAS, by operation of law, upon vacation of the easement for use as public street right of way and the release and termination of the City’s interest, all property rights shall revert to the underlying fee owner.

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 vacation of the property shown on the attached Exhibit 01-V as public street right of way for a portion of former South 11th Street and release and termination of the City of West Des Moines’ interest in the property as a public street right of way easement has been properly made.
2. The public hearing regarding vacation of the property as public street right of way and the release and termination of the City’s interest in the easement is closed.
3. The property shown on the attached Exhibit 01-V is hereby vacated as public street right of way and all interests of the City of West Des Moines in the easement is released and terminated.

4. The property shown on the attached Exhibit shall no longer be designated as a public street in the City of West Des Moines and shall be removed from the City's public street system.
5. The Mayor is authorized to sign and the City Clerk is directed to attest to the Mayor's signature on all documentation evidencing the vacation, release and termination of the City's interest in the easement shown on the attached Exhibit 01-V.
6. Upon execution, all relevant documentation shall be filed in the Office of the Polk County, Iowa Recorder.

PASSED AND APPROVED this 4th day of November, 2019.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

INDEX LEGEND

COUNTY: Polk
 PARCEL DESIGNATION: N/A
 SECTION: 27 TOWNSHIP: 78 RANGE: 25
 ALIQUOT PART: SE1/4 SE1/4
 SITE ADDRESS: S 11th Street
 CITY: West Des Moines
 PROPRIETOR: City of West Des Moines
 REQUESTED BY: City of West Des Moines
 SURVEYOR NAME: Vincent E. Piagentini

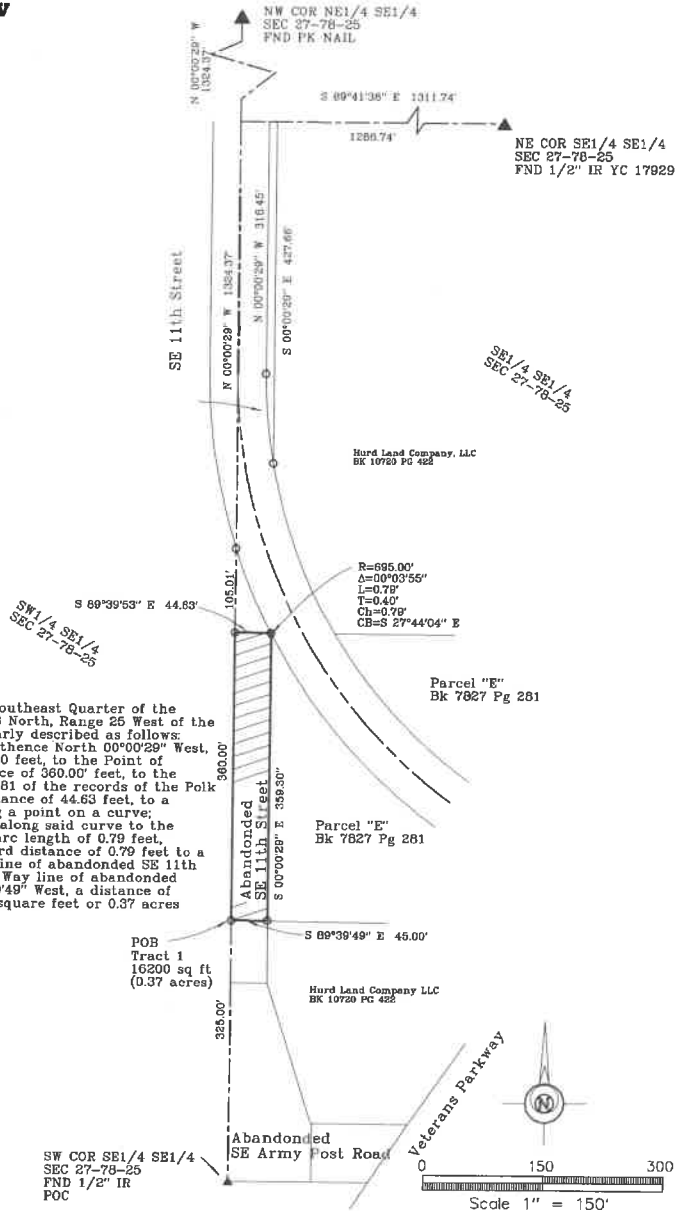
ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
 101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

VACATION PLAT
EXHIBIT 01-V

Property Owner
 City of West Des Moines
 4200 Mills Civic Parkway
 West Des moines, Iowa 50265
 Bk 10420 Pg 779



Vacation of Right of Way Legal Description - Tract 1
 All that part of abandoned SE 11th Street, located in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 27, Township 78 North, Range 25 West of the 5th P.M., West Des Moines, Polk County, Iowa, more particularly described as follows:
 Commencing at the Southwest corner of said SE1/4 SE1/4, thence North 00°00'29" West, along the West line of said SE1/4 SE1/4, a distance of 325.00 feet, to the Point of Beginning; thence continuing North 00°00'29" West, a distance of 360.00 feet, to the Northwest corner of Parcel "E" as filed in Book 7827 Page 281 of the records of the Polk County Recorder's Office; thence South 89°39'35" East, a distance of 44.63 feet, to a point on the West right of way line of SE 11th Street, being a point on a curve; thence along said West right of way line of SE 11th Street, along said curve to the left having a radius of 695.00 feet, a delta of 00°03'55", an arc length of 0.79 feet, and a chord which bears South 27°44'04" East having a chord distance of 0.79 feet to a point on a line, said point being on the East Right of Way line of abandoned SE 11th Street; thence South 00°00'29" East, along the East Right of Way line of abandoned SE 11th Street, a distance of 359.30 feet; thence North 89°39'49" West, a distance of 45.00 feet to the Point of Beginning, and containing 18,200 square feet or 0.37 acres of land, more or less.

City Project No. 0260-013-20108

DATE OF SURVEY FIELDWORK: 6/18/18 DRAWING DATE: 8/3/18 DRAFTER: VP PROJECT NO: 16081 DRAWING NO: 16081VS13

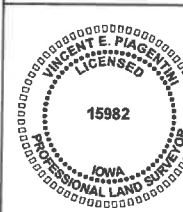
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Vincent E. Piagentini 2/19/19
 VINCENT E. PIAAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)

REVISION DATE:
 8/3/18
 1/23/19



SYMBOLS LEGEND:

- R RECORDED DISTANCE
- M MEASURED DISTANCE
- C CALCULATED DISTANCE
- CORNER MONUMENT FOUND
- SET 1/2" IR YC 15982
- UNLESS NOTED
- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET
- 1/2" IR YC 15982
- UNLESS NOTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- YC YELLOW CAP
- OC ORANGE CAP
- IR IRON ROD
- IP IRON PIPE

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

DATE: November 4, 2019

ITEM: Scheels Warehouse, 175 S. 9th St. Building 300 – Approval of Site Plan to Construct a 30,000 sq. ft. Warehouse and Approval and Acceptance of Sanitary Sewer Easement – Scheels All-Sports Inc. – SP-004481-2019

RESOLUTION: Approval of a Site Plan and Approval and Acceptance Sanitary Sewer Easement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant Reid Tamisiea of Next Phase Development, with permission from property owner Scheels All-Sports Inc., is requesting approval of a site plan to construct a 30,000 sq. ft. warehouse building. The underlying zoning of the parcel is General Industrial. The warehousing use, which is the predominate use in the building, is classified as SIC 1541, General Contractors, Industrial Buildings, and Warehouses and is considered a Permitted Use at this location. The design, materials, colors and detailing of the building matches the other adjacent industrial buildings that have been constructed within the larger site (see Exhibit I).

Plan and Zoning Commission Action:

Vote: 6-0 approval, Commissioner Drake absent

Date: October 28, 2019

Motion: Adopt a resolution recommending the City Council approve the Site Plan

Applicant and Representative spoke on the project. Commission inquired as to whether they accepted all staff recommendations, the applicant responded affirmatively. Commission inquired on whether the stormwater management plan, which is still under review, intends for water to be directed into the Raccoon River, the applicant remarked that the plan proposed directing stormwater into the shared detention site on the property.

OUTSTANDING ISSUES: There are no outstanding issues. This approval allows for phased construction of the site which is documented within the recommended conditions of approval. The applicant has provided the sanitary sewer easement and updated site plan drawings for review. When the finalized site plan is provided, the applicant can proceed with site grading, some site utilities and building footings and foundations. Staff realized that the restrictions on installation of storm water infrastructure was not tied to the provision and approval of the Storm Water Management Plan as it should be as this details the infrastructure needed. Staff has modified condition of approval #3 to reflect this. Upon completion and acceptance of the Storm Water Management Plan, the applicant can proceed with installation of storm water infrastructure, above ground construction and the remaining site work.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee – Development and Planning (*October 7, 2019*)
- Staff Review and Comments
 - *Parking*
 - *Phase Allowance for Construction*

- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council adopt a resolution to approve the site plan to allow construction of a 30,000 sq. ft. warehouse, subject to the applicant meeting all City Code requirements and the following:

1. Provide final site plan drawings addressing outstanding drawing comments prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.
2. ~~Provide executed sanitary sewer easement prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.~~ *Completed. Acceptance of easement included in site plan approval action.*
3. Provide and receive City approval of a Storm Water Management Plan prior to obtaining a building permit allowing for above ground construction and installation of other site amenities, *including storm water infrastructure as shown on the approved site plan.*
4. If deemed necessary by the City due to affects or modifications to the storm water management facilities serving the site, applicant shall provide an executed Storm Water Management Facility Maintenance Agreement and as-built drawings of storm water facilities prior to issuance of a Final Occupancy Permit.

Lead Staff Member: Sean Griffin, Development Services Intern

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning Subcommittee		
Date Reviewed	October 7, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Site Plan
 - Attachment D - Elevations
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval
- Exhibit III - Sanitary Sewer Easement

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

Meeting Date: October 28, 2019

Item: Scheels Warehouse, 175 S. 9th St. Building 300 – Approval of Site Plan to Construct a 30,000 sq. ft. Warehouse– Scheels All-Sports Inc. – SP-004481-2019

Requested Action: Recommend Approval of Site Plan

Case Advisor: Sean Griffin, Development Services Intern

Applicant's Request: The applicant Reid Tamisiea, with permission from property owner Scheels All-Sports Inc., is requesting approval of a site plan to construct a 30,000 sq. ft. warehouse building. The underlying zoning of the parcel is General Industrial. The warehousing use, which is the predominate use in the building, is classified as SIC 1541, General Contractors, Industrial Buildings, and Warehouses and is considered a Permitted Use at this location. The design, materials, colors and detailing of the building matches the other adjacent industrial buildings that have been constructed within the larger site (see Attachments B – Location Map, Attachment C – Site Plan, and Attachment D – Elevations).

History: The property is undeveloped and is a part of Lots 2 and 3 of Goodman Industrial Park. The property was included in a replat as West Green Industrial Park (FP-003126-2016: City Council on October 17, 2016) and an associated site plan (SP-003001-2016: City Council on May 2, 2016). The final plat and site plan called for six industrial buildings with smaller condo units within each of the buildings. This property was anticipated to have two of these buildings. On October 31, 2016 vacation of a sanitary sewer easement on the property (VAC-003254-2016) was approved by the City Council. A plat of survey for the property (POS-004394-2019) was approved on August 19, 2019 by the City Council to allow Scheel's to take ownership of the property. A vacation of an unused Public Utility Easement (PUE) was approved by the City Council on September 16, 2019 (VAC-004465-2019).

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:

Parking: Parking for the building was calculated at .75 spaces per 1,000 sq. ft. of gross floor area plus one space per employee. The building has 30,000 sq. ft. of gross floor area and will be staffed by three employees at a time. Based upon the calculations, city code requires a minimum of 25 parking spaces. The site plan provides for 20 surface parking spaces with 10 additional surface parking spaces provided through a shared parking easement with the larger condominium warehouse development, to meet the city code requirement.

Phase Allowance for Construction: There are outstanding items with regard to the review of the site plan. The storm water management plan is not complete, and there a couple of minor site plan items to address, such as plantings to be used for screening. The architectural plans for the building have been submitted and reviewed and no issues were found. To accommodate the applicant getting started before winter weather sets in, Staff is recommending approval of the site plan with conditions limiting construction in phases while the remaining site plan issues are resolved. The applicant will be allowed to grade the property and install footings and foundations and private utilities upon City Council approval of the site plan but will not be allowed to continue with above ground construction until all outstanding comments have been addressed. Staff has included conditions of approval to this effect.

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

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use do 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 have 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 construct a 30,000 sq. ft. building for warehousing subject to the applicant meeting all City Code requirements and the following:

1. Provide final site plan drawings addressing outstanding drawing comments prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.
2. Provide executed sanitary sewer easement prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.
3. Provide and receive City approval of a Storm Water Management Plan prior to obtaining a building permit allowing for above ground construction and installation of other site amenities shown on the approved site plan.
4. If deemed necessary by the City due to affects or modifications to the storm water management facilities serving the site, applicant shall provide an executed Storm Water Management Facility Maintenance Agreement and as-built drawings of storm water facilities prior to issuance of a Final Occupancy Permit.

Owner: Larry Theis
Scheels All-Sports Inc.
4550 15 Ave South
Fargo, ND 58103
701-232-3665
lctheis@scheels.com

Applicant: Reid Tamisiea
Po Box 65264
West Des Moines IA 50265
515-721-9115
reidtamisiea@yahoo.com

Applicant Representative: Brad Overturf
Cooper Crawford and Associates
475 S 50th St
Suite 800
West Des Moines, IA 50265
boverturf@cooper-crawford.om

Attachments:
Attachment A - Plan and Zoning Commission Resolution
Exhibit A – Conditions of Approval
Attachment B - Location Map
Attachment C - Site Plan
Attachment D - Elevations

RESOLUTION NO. PZC-19-071

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE SITE PLAN FOR SCHEELS WAREHOUSE (SP-004481-2019) TO CONSTRUCT A 30,000 SQ.FT. WAREHOUSE AT 175 S. 9TH STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Reid Tamisiea, with permission from the property owner, Scheels All-Sports Inc., has requested approval for a Site Plan (SP-004481-2019) to construct 30,000 sq.ft. warehouse and related site improvements on property located at 175 S. 9th St; 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 28, 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, October 28, 2019, or as amended orally at the Plan and Zoning Commission meeting, are adopted.

SECTION 2. The Site plan to construct 30,000 sq. ft. warehouse and related site improvements is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on October 28, 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 28, 2019.

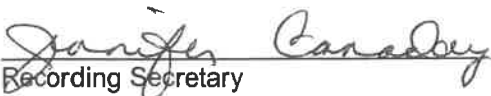
AYES: Andersen, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Drake

ATTEST:


Recording Secretary

**EXHIBIT A
CONDITIONS OF APPROVAL**

1. Provide final site plan drawings addressing outstanding drawing comments prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.
2. Provide executed sanitary sewer easement prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.
3. Provide and receive City approval of a Storm Water Management Plan prior to obtaining a building permit allowing for above ground construction and installation of other site amenities shown on the approved site plan.
4. If deemed necessary by the City due to affects or modifications to the storm water management facilities serving the site, applicant shall provide an executed Storm Water Management Facility Maintenance Agreement and as-built drawings of storm water facilities prior to issuance of a Final Occupancy Permit.

SCHEELS WAREHOUSE

175 S. 9th BUILDING 300

OWNER
SCHEELS ALL SPORTS INC.
4550 19TH AVE. SOUTH
FARGO, ND 58103

CONTRACTOR/APPLICANT
NEXT PHASE DEVELOPMENT
REID TANKSIELE
PO BOX 65854
WDM, IA 50265
PH. 515-721-9115

COMP. PLAN
EXISTING: GENERAL INDUSTRIAL
PROPOSED: GENERAL INDUSTRIAL

LAND USE
EXISTING: VACANT
PROPOSED: WAREHOUSE

ZONING
EXISTING: GENERAL INDUSTRIAL

SETBACKS
FRONT - 40 FEET
SIDE - 35' / 0
REAR - 35'

BUILDING HEIGHT
MAX. BUILDING HEIGHT - 40 FEET
BUILDING HEIGHT - 25.67 FEET

LEGAL DESCRIPTION
PARCEL: 2019-163 OF THE PLAT OF SURVEY RECORDED IN BOOK 17463, PAGES 848-871, CITY OF WEST DES MOINES, POLK COUNTY IOWA.

SAID TRACT OF LAND CONTAINS 1.77 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT ALL EASEMENTS OF RECORD.

SITE AREAS

BUILDINGS	30,000 S.F.	38.9%
EXISTING PAVING	4,405 S.F.	5.7%
NEW PAVING	15,405 S.F.	20.0%
OPEN SPACE	27,227 S.F.	38.4%
TOTAL	77,037 S.F.	100%

TOTAL IMPERVIOUS AREA (BUILDINGS, PAVING, & WALKS) 89,499 S.F. / 64.6%
REQ'D OPEN SPACE = 15,417 S.F. (7.08% * 20%)

FLOOD HAZARD INFORMATION
MAP #190231001C DATED: FEBRUARY 16, 2006

THIS AREA SHOWN ON FLOOD INSURANCE RATE MAP LABELED AS 'THIS IS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEE, DIKE OR OTHER STRUCTURE SUBJECT TO FAILURE DURING LARGER FLOODS'

BENCHMARK

WDM #49
INTERSECTION OF 4th STREET AND VINE STREET, NORTHEAST CORNER OF INTERSECTION, 50 FEET EAST OF THE CENTERLINE OF 4th STREET, 50 FEET NORTH OF THE CENTERLINE OF VINE STREET.

ELEVATION: 812.36 (NAVD8 datum)
38.35 (WDM datum)

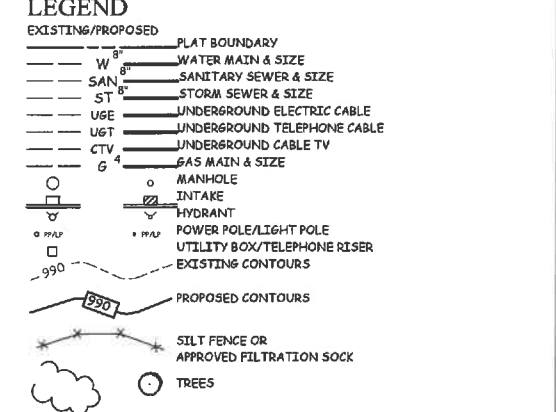
WDM #58
INTERSECTION OF 4th STREET AND RAILROAD AVENUE, NORTHWEST CORNER OF INTERSECTION, 41 FEET WEST OF CENTERLINE OF 4th STREET, 55'-0" FEET NORTH OF CENTERLINE OF RAILROAD AVENUE

ELEVATION: 812.24 (NAVD8 datum)
38.23 (WDM datum)

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- W 8" WATER MAIN & SIZE
- SAN 8" SANITARY SEWER & SIZE
- ST 8" STORM SEWER & SIZE
- UGE UNDERGROUND ELECTRIC CABLE
- UGT UNDERGROUND TELEPHONE CABLE
- CTV UNDERGROUND CABLE TV
- G 4" GAS MAIN & SIZE
- MANHOLE
- INTAKE
- HYDRANT
- POWER POLE/LIGHT POLE
- UTILITY BOX/TELEPHONE RISER
- EXISTING CONTOURS
- PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- TREES



VICINITY SKETCH

NO SCALE

PARKING REQUIREMENTS
WAREHOUSING, STORAGE LOTS, AND CONSTRUCTION YARDS
0.75 SPACES PER 1,000 SQUARE FEET OF GFA
1 SPACE PER EMPLOYEE
30,000 S.F. / 1,000 * 30' = 75 * 23 SPACES
3 EMPLOYEES = 3 SPACES
TOTAL PARKING SPACES REQUIRED: 78 SPACES
TOTAL PARKING SPACES PROVIDED: 78 SPACES INCLUDING 1 HANDICAP PLUS 6 SHARED
78 TOTAL SPACES W/ 1 HANDICAP

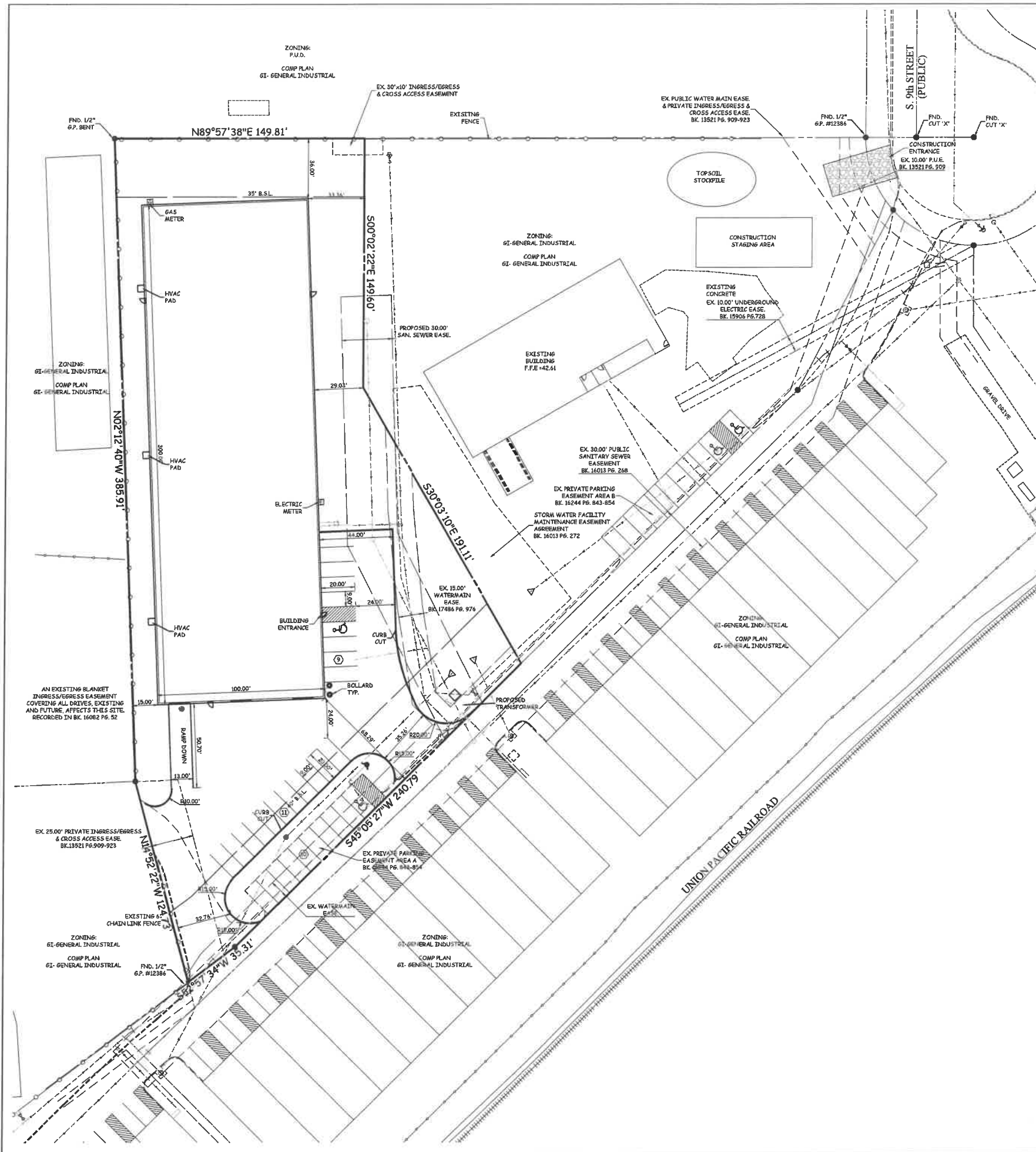
- NOTES**
- ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - CLINT CARPENTER, WEST DES MOINES PUBLIC WORKS, 222-3480
 - REID TANKSIELE
 - COOPER CRAWFORD & ASSOCIATES, L.L.C.
 - ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
 - THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNDOUBTING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
 - THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
 - ALL DEBRIS STILLED ON CITY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY CONTRACTOR WITHIN 24 HOURS.
 - VERIFY COORDINATES AND BUILDING CORNERS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
 - ALL SITE WORK SHALL BE IN ACCORDANCE WITH WEST DES MOINES STANDARDS.
 - PAVING SHALL BE A MINIMUM OF 6-INCH P.C.C. IN PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVE PAVING.
 - CURBS SHALL BE 6-INCH CURB.
 - ALL LIGHTING MUST BE DOWNCAST IN NATURE.
 - ANY TRANSFORMER, JUNCTION BOXES, OR OTHER SUCH UTILITY USES OVER 3 FEET IN HEIGHT CANNOT BE LOCATED WITHIN THE REQUIRED SETBACK. OTHER SUCH USES NOT ABOVE 3 FEET IN HEIGHT MUST BE SCREENED BY LANDSCAPING MATERIALS. ALL MECHANICAL EQUIPMENT, GAS, WATER, AND UTILITY METERS SHALL BE APPROPRIATELY SCREENED.
 - ALL WORK WITHIN PUBLIC R.O.W., EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
 - ALL CONSTRUCTION WITHIN 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.
 - AN EROSION CONTROL CONTRACTOR SHALL BE Hired PRIOR TO CONSTRUCTION BEGINNING, THE NAME OF WHICH SHALL BE FURNISHED TO THE CITY BEFORE GRADING STARTS.
 - THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE DETENTION POND AND UNDERGROUND UTILITIES ON THE SITE.
 - ALL PUBLIC SIDEWALKS ADJACENT TO THIS SITE SHALL BE CONSTRUCTED WITH THE PROJECT.
 - ON-SITE INSPECTION SHALL BE REQUESTED WITH THE BUILDING DIVISION AT (515) 222-3480, PRIOR TO PLACEMENT OF ANY CONCRETE RAMPS.
 - A REPORT CERTIFIED BY A THIRD-PARTY RECOGNIZED TESTING AGENCY, ACCEPTABLE TO THE CITY, SHALL BE SUBMITTED TO DOCUMENT THE THICKNESS AND STRENGTH OF THE PAVEMENT, THE SUB-GRADE COMPACTION, COMPLIANCE WITH THE METRO DESIGN STANDARDS FOR STREETS, AND THE STANDARDS LISTED IN THE WEST DES MOINES "OFF STREET PARKING ORDINANCE" FOR PRIVATE STREETS, PARKING LOTS, AND DRIVEWAYS AS WELL AS THE GEOTECHNICAL REPORT.
 - STREET LIGHTS SHALL BE INSTALLED ON ALL PUBLIC STREETS ADJACENT TO THIS SITE BY MID AMERICAN ENERGY AND PAID FOR BY THE APPLICANT/OWNER.
 - AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN THE 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.
 - ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
 - NO CURB GRINDING ON COMMERCIAL DRIVEWAYS IS ALLOWED.
 - A PRIVATE INGRESS / EGRESS AND CROSS ACCESS EASEMENT SHALL COVER PLACED ON THIS SITE OVER ALL OF THE DRIVEWAYS.
 - NO OUTSIDE DUMPSTER WILL BE ON-SITE. TRASH WILL BE HANDLED WITH AN INTERIOR DUMPSTER.

- STANDARD NOTES**
- ALL WATER WORK, PUBLIC OR PRIVATE, 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 BUILDING CONSTRUCTION.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
 - CONTACT BUILDING INSPECTION (515-222-3430) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAMINATION PREVENTION.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPERTY INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAMINANT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297 SA-598. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3445) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
 - DESIGNATED BUFFERS SHALL BE LABELED AS A "NO-BUILD AREA"
 - ALL LIGHTS ARE TO BE DOWNCAST OUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.
 - 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.

SHEET INDEX

1	DIMENSION PLAN
2	GRADING PLAN
3	UTILITY PLAN
4	LANDSCAPE PLAN

IOWA ONE-CALL
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CALL BEFORE YOU DIG



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.

KEVEN J. CRAWFORD, P.E. IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-3

COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 9-4-2019
REVISIONS: 9-25-2019
10-7-2019
10-21-2019

JOB NUMBER
CC 1959

APPROVED: [Signature] INITIALS: XXXX AS-BUILT: (X-X-2003)

DIMENSION PLAN
SCHEELS WAREHOUSE

SHEET
1 of 4

SCHEELS WAREHOUSE

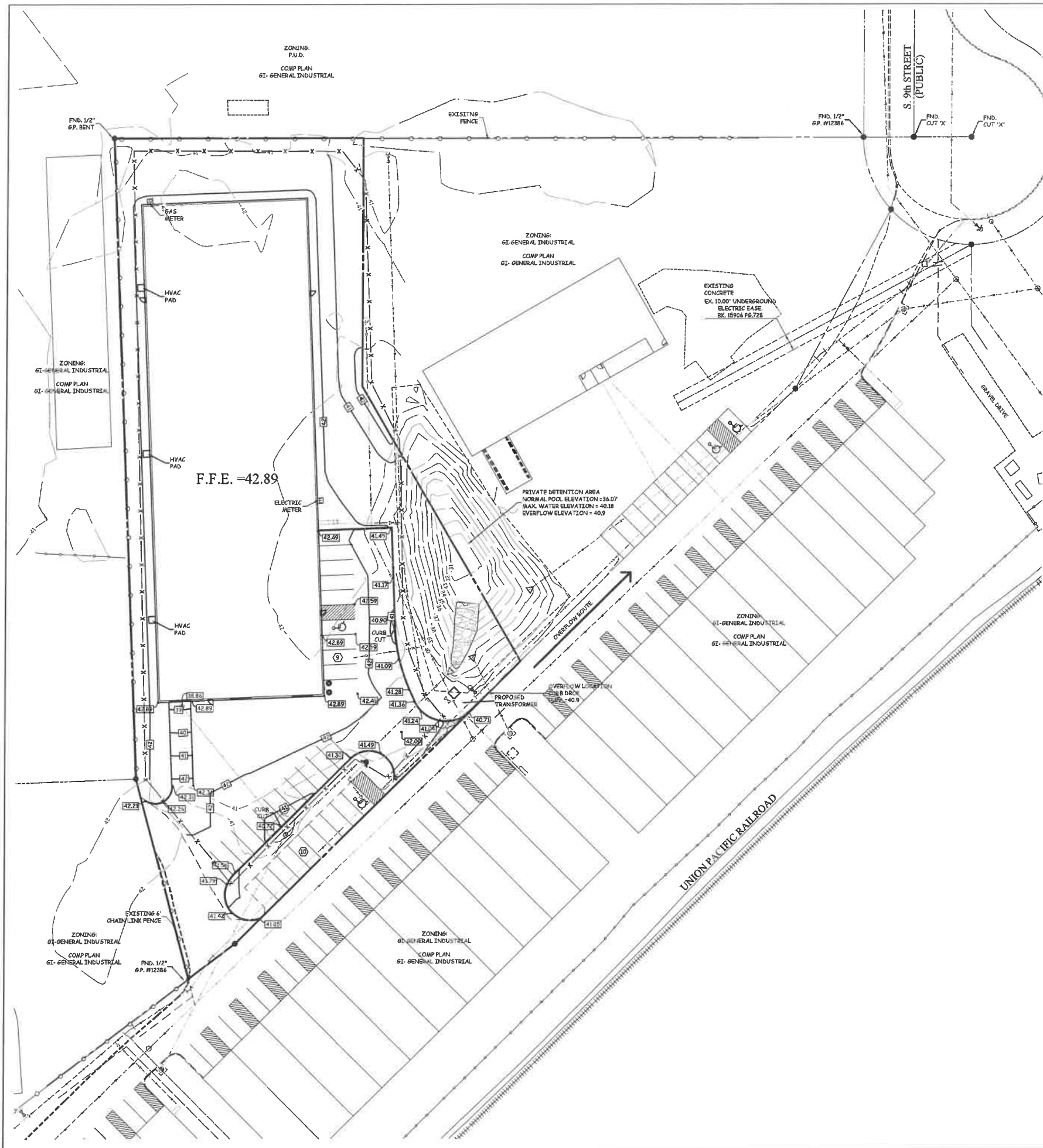
175 S. 9th BUILDING 300

GRADING NOTES

- ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
- STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
- STOCKPILE SUFFICIENT TOP RESPREAD A MINIMUM OF 4-INCHES ON UNPAVED AREAS.
- ALL AREAS TO RECEIVE FILL TO BE BENCHED.
- PREPARE BOTTOM OF BENCH FOR FILL BY DISCS TO A DEPTH OF 6-INCHES.
- ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR AND MEET ALL GEOTECHNICAL RECOMMENDATIONS.
- MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
- FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
- A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS.
- EXISTING TREES WILL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
- ALL WORK WITHIN PUBLIC R.O.W., CONNECTION TO PUBLIC IMPROVEMENTS, AND ALL WORK ASSOCIATED WITH PUBLIC IMPROVEMENTS SHALL COMPLY WITH WEST DES MOINES STANDARD SPECIFICATIONS INCLUDING ALL APPLICABLE PERMITS.
- FOUNDATIONS SUPPORTING WOOD SHALL EXTEND AT LEAST 6" ABOVE ADJACENT GRADE AND THE CLEARANCE BETWEEN ANY SITTING MATERIAL AND THE SOD SHALL BE A MINIMUM OF 6".
- THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT NO LESS THAN 1:12 FOR A DISTANCE OF 6'.
- THE WEST GREEN INDUSTRIAL PARK OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE STORM SEWERS AND COMMON AREAS, INCLUDING THE DETENTION POND.
- ANY GRADING WITHIN PUBLIC R.O.W. WILL NEED TO CONFORM WITH THE:
- ALL SIDEWALK SLOPES GREATER THAN 1 UNIT VERTICAL IN 20 UNITS HORIZONTAL SHALL BE ACCOMPANIED BY A HANDRAIL.
- CROSS SLOPE ON ALL SIDEWALKS NOT TO EXCEED 2.00%.
- ALL SPOTS ARE TO TOP OF SLAB UNLESS OTHERWISE NOTED.

EROSION & POLLUTION CONTROL NOTES

- THE SUBCONTRACTOR RESPONSIBLE FOR EROSION AND POLLUTION CONTROL SHALL CARRY OUT THE MEASURES DETAILED ON THIS SITE PLAN.
- CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
- THE SUBCONTRACTOR SHALL INSPECT THE SITE AT MINIMUM ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF THE END OF A 1 INCH OR GREATER RAINFALL. ALL DISTURBED AREAS OF THE SITE, AREAS OF MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER/EXIT THE SITE, ALL OF THE EROSION AND SEDIMENT CONTROLS THAT ARE IDENTIFIED AS PART OF THIS PLAN AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED.
- THE SUBCONTRACTOR IS TO TAKE NECESSARY ACTIONS TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION IN WHICH THE DEFICIENCY WAS FOUND.
- THE SUBCONTRACTOR SHALL KEEP LOGS AND PREPARE WEEKLY REPORTS DETAILING THE INSPECTIONS AND MEASURES TAKEN TO CORRECT ANY AND ALL DEFICIENCIES FOUND IN THE EROSION AND POLLUTION CONTROL MEASURES. THE REPORTS SHALL CONFORM TO THE STANDARDS SET BY THE IOWA DEPARTMENT OF NATURAL RESOURCES. COPIES OF THESE REPORTS SHALL BE FORWARDED TO THE DEVELOPER AND TO COOPER CRAWFORD & ASSOCIATES, L.L.C.
- AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION - ALL DISTURBED AREAS OUTSIDE OF THE PROPOSED R.O.W.'S ARE TO HAVE TEMPORARY SEEDING AND MULCHING (SEE SEEDING DETAIL FOR TIMETABLE). CONTRACTOR AND SUBS ARE TO TRY TO MINIMIZE DISTURBANCE TO THESE SEEDING AREAS THROUGH THE USE OF SPECIFIC ACCESS ROUTES WITHIN THE SITE.
- DURING CONSTRUCTION, IF IT BECOMES EVIDENT THAT A DISTURBED AREA WILL NOT BE DISTURBED FOR 21 DAYS, IT SHALL BE SEED BY DAY 7.
- PERMANENT SEEDING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.
- ANY FAILED AREAS OF SEEDING/MULCHING SHALL BE REAPPLIED.
- ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHT-OF-WAYS AND PROPERTY WILL BE CLEANED UP BY THE OWNER/CONTRACTOR WITHIN 24 HOURS.
- FILTER SOCKS ARE TO BE INSPECTED ONCE A WEEK AND AFTER EACH RAINSTORM, LOOK FOR UNDERROUTING AND FAILURES IN FABRIC. REPLACE/REPAIR AS NECESSARY.
- ADDITIONAL FILTER SOCKS (TO THAT SHOWN ON THIS PLAN) MAY BE REQUIRED IN AREAS WHERE EROSION IS EVIDENT.
- FILTER SOCKS ARE TO BE CLEANED UP WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
- ALL INTAKES SHALL HAVE FILTER SOCKS PRIOR TO PAVING AND INLET FILTERS AFTER PAVING. THESE FILTERS REMAIN IN PLACE UNTIL THE SITE HAS A PERMANENT PERENNIAL GROUND COVER. ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN THE STORM SEWER.
- IN THE EVENT THAT SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER, ALL DISTURBED AREAS WILL BE MULCHED.
- NO BORROW/SPILLS SITES ARE ANTICIPATED.
- EROSION CONTROL CONTACT EROSIONTEK (ALAN BERNARD 515-808-4084).



LEGEND

EXISTING/PROPOSED	
---	PLAT BOUNDARY
W 8"	WATER MAIN & SIZE
SAN 8"	SANITARY SEWER & SIZE
ST 8"	STORM SEWER & SIZE
UGE	UNDERGROUND ELECTRIC CABLE
UGT	UNDERGROUND TELEPHONE CABLE
CTV	UNDERGROUND CABLE TV
G 4"	GAS MAIN & SIZE
○	MANHOLE
□	INTAKE
▽	HYDRANT
●	POWER POLE/LIGHT POLE
•	UTILITY BOX/TELEPHONE RISER
□	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	SILT FENCE OR APPROVED FILTRATION SOCK
○	TREES

COOPER CRAWFORD & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 9-6-2019
 REVISIONS: 9-25-2019
 10-7-2019
 10-21-2019

DATE: 9-6-2019
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JOB NUMBER
CC 1959

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

GRADING PLAN
 SCHEELS WAREHOUSE

SHEET 2 of 4



SCHEELS WAREHOUSE

175 S. 9th BUILDING 300

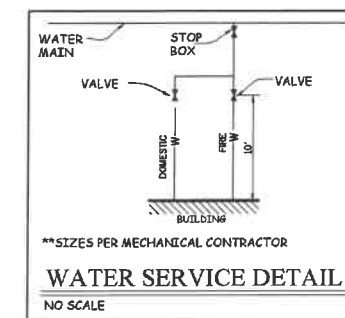
UTILITY NOTES

1. ALL ELECTRICAL, TELEPHONE AND CABLE TELEVISION TRANSMISSION SYSTEMS SHALL BE PLACED UNDERGROUND. ANY TELEPHONE, ELECTRICAL, OR OTHER UTILITY BOXES SHALL BE PROHIBITED FROM BEING LOCATED IN THE FRONT YARD AREA AND VISIBLE FROM THE PUBLIC RIGHT-OF-WAY.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS.
5. THE SITE UTILITY CONTRACTOR SHALL COORDINATE THE BUILDING SERVICE CONNECTIONS WITH THE BUILDING MECHANICAL CONTRACTOR.
6. WORK WITHIN PUBLIC R.O.W., CONNECTION TO PUBLIC IMPROVEMENTS, AND ALL WORK ASSOCIATED WITH PUBLIC IMPROVEMENTS SHALL COMPLY WITH WEST DES MOINES STANDARD SPECIFICATIONS INCLUDING ALL APPLICABLE PERMITS. THE CONTRACTOR SHALL CONTACT CLINT CARPENTER AT WDM PUBLIC WORKS (222-3480) PRIOR TO CONSTRUCTION.
7. ALL EXISTING UTILITIES ON THE PLAN ARE PUBLIC UNLESS OTHERWISE NOTED.
8. ALL WORK MUST BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
9. ALL SIDEWALKS ARE LESS THAN 1 UNIT VERTICAL TO 20 UNITS HORIZONTAL.
10. CONTACT WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
11. ALL CONNECTIONS TO EXISTING PUBLIC STRUCTURES SHALL BE CORE DRILLED.
12. PROPERTY OWNER SHALL MAINTAIN PRIVATE STORM SEWER AND DETENTION BASINS.
13. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAMINATION PROVISIONS.
14. ADDITIONAL HYDRANTS AND FIRE SUPPRESSION MEASURES MAY BE ADDED AT THE DIRECTION OF THE CITY'S FIRE MARSHAL.
15. THE CITY OF WEST DES MOINES SHALL PROVIDE WATER, SEWAGE, AND STORM SEWER SERVICE.
16. WATERMANS WILL HAVE TO BE PRESSURE TESTED AND INSPECTED BEFORE USE.

LEGEND

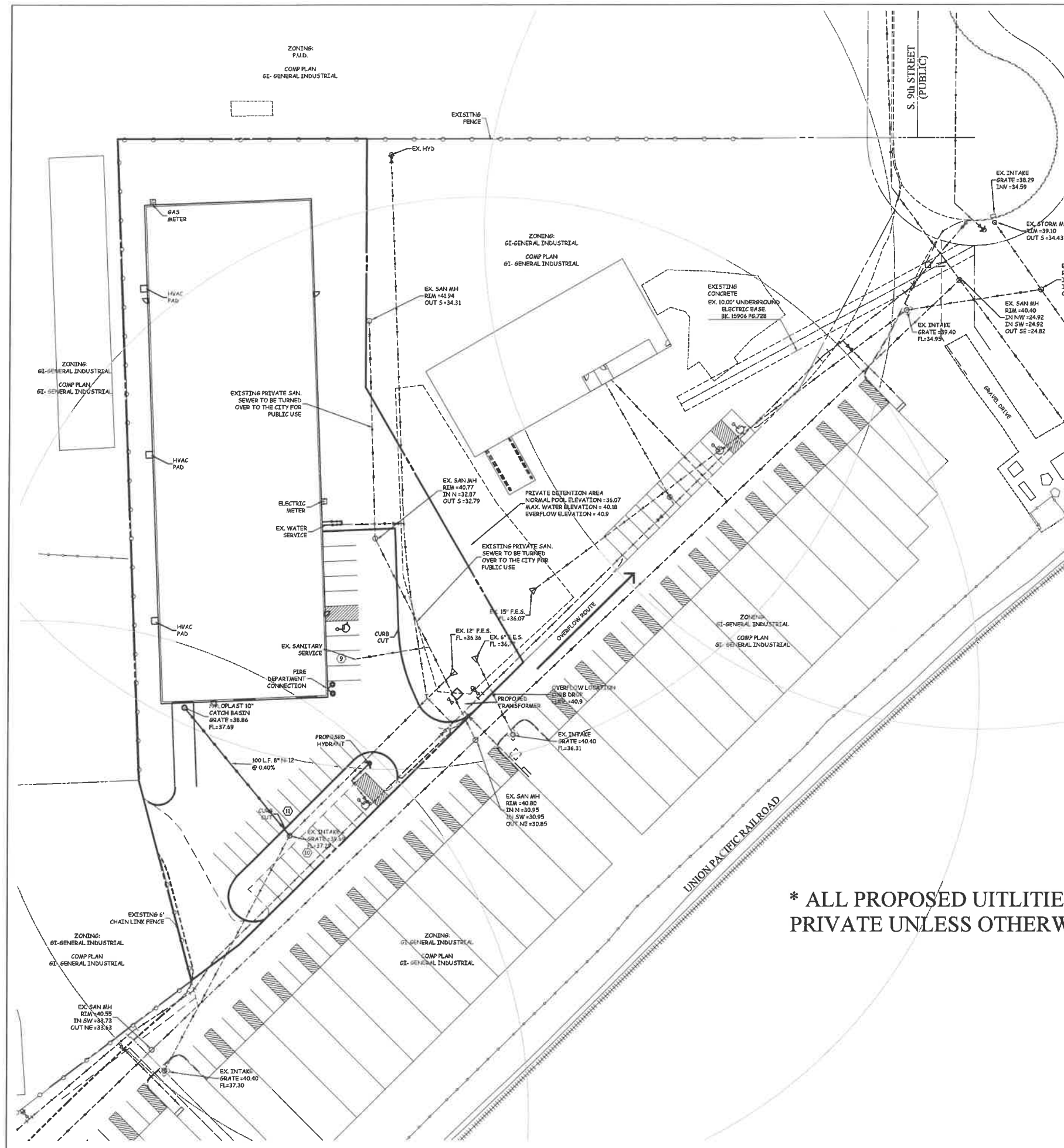
EXISTING/PROPOSED	
---	PLAT BOUNDARY
W	6" WATER MAIN & SIZE
SAN	8" SANITARY SEWER & SIZE
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○	UTILITY BOX/TELEPHONE RISER
---	EXISTING CONTOURS
---	PROPOSED CONTOURS
---	SILT FENCE OR APPROVED FILTRATION SOCK
○	TREES

* ALL PROPOSED UTILITIES ARE PRIVATE UNLESS OTHERWISE NOTED.

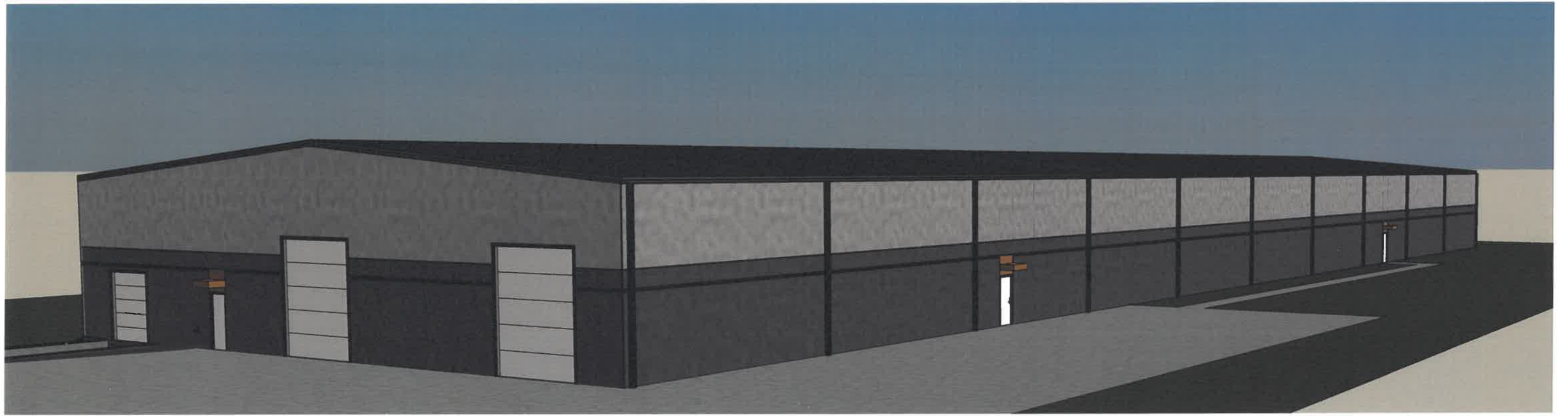


COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 9-6-2009 REVISIONS: 9-23-2019 10-7-2019 10-21-2019	JOB NUMBER CC 1959
APPROVED: (X-X-2003) INITIALS: XXXX AS-BUILT: (X-X-2003)	SHEET 3 of 4













Prepared by: SGriffin City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE SITE PLAN (SP-004481-2019) TO ALLOW FOR THE CONSTRUCTION OF A 30,000 SQ. FT. WAREHOUSE ON PROPERTY LOCATED AT 175 S. 9th STREET AND APPROVAL AND ACCEPTANCE OF SANITARY SEWER EASEMENT

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Reid Tamisiea of Next Phase Development, in cooperation with the property owner Scheels All-Sports Inc., requests approval for a site plan (SP-004481-2019) to construct a 30,000 sq. ft. warehouse and acceptance of a sanitary sewer easement on property legally described as:

Legal Description of Property

PARCEL '2019-163' OF THE PLAT OF SURVEY RECORDED IN BOOK 17463,
PAGES 868-871, CITY OF WEST DES MOINES, POLK COUNTY IOWA.

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

WHEREAS, on October 28, 2019, the Plan and Zoning Commission recommended to the City Council approval of the Scheels Warehouse Site Plan (SP-004481-2019); and

WHEREAS, on November 4, 2019, this City Council held a duly-noticed meeting to consider the application for a site plan; and,

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the Sanitary Sewer Easement; and,

WHEREAS, the City Council approves and accepts a Sanitary Sewer Easement on the site; and,

WHEREAS, the City Council assigns the address of 175 S. 9th Street, Building 300 to this building.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the phased site plan, or as amended orally at the City Council hearing on November 4, 2019, are adopted.

SECTION 2. The Site Plan (SP-004481-2019) to construct a 30,000 sq. ft. warehouse is approved, subject to compliance with all conditions in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. Sanitary Sewer Easement conveying property and other interests to the City of West Des Moines, Iowa, is hereby approved and accepted and shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED on November 4, 2019.

Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**EXHIBIT "A"
CONDITIONS OF APPROVAL**

1. Provide final site plan drawings addressing outstanding drawing comments prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.
2. ~~Provide executed sanitary sewer easement prior to grading activities commencing onsite and obtaining a building permit allowing for only the installation of footing and foundations and private utilities, except storm water infrastructure.~~ *Completed - Acceptance of easement included in site plan approval action.*
3. Provide and receive City approval of a Storm Water Management Plan prior to obtaining a building permit allowing for above ground construction and installation of other site amenities, *including storm water infrastructure as shown on the approved site plan.*
4. If deemed necessary by the City due to affects or modifications to the storm water management facilities serving the site, applicant shall provide an executed Storm Water Management Facility Maintenance Agreement and as-built drawings of storm water facilities prior to issuance of a Final Occupancy Permit.

Prepared by: SGriffin Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-2223620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 502650320

SANITARY SEWER EASEMENT

KNOW TO ALL MEN BY THESE PRESENTS:

1. **Grant of Easement.**

The undersigned, Scheels All-Sports, Inc., (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of the Scheels Warehouse 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 (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property, legally described as:

A part of Lots 2 and 3, Goodman Industrial Park, and official plat in the City of West Des Moines, Polk County, Iowa more particularly described as follows:

A 30.00 feet wide public sanitary sewer easement across a part of Parcel '2019-163' and Parcel '2019-164' of the Plat of Survey of Lot 36, West Green Industrial Park Plat 1, an official plat, now in and forming a part of the City of West Des Moines, Polk County, Iowa. Said 30.00 feet wide public sanitary sewer easement being 15.00 feet on both sides of the following described centerlines:

Commencing at the southeast corner of said Parcel '2019-163, thence S45°05'27"W, 48.92 feet along the south line of said Parcel '2019-163', to the point of beginning; thence N°26'44'27"W, 122.21 feet; thence N01°51'40"W, 85.14 feet to the east line of said Parcel '2019-163'; thence N01°51'40"W, 45.87 feet to where said centerline terminates.

2. **Use and Purpose of Easement.**

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement(s) granted herein. 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.

3. Maintenance.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

4. Hold Harmless.

The Grantor(s) agrees to indemnify 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 Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. Running of Benefits and Burdens.

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

6. Jurisdiction and Venue.

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

7. Words and Phrases.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to 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 "Grantor(s)" shall refer to Scheels All-Sports, Inc., their heirs, assigns, successors-in-interest, or lessees, if any.

9. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

10. 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.

11. 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 21 day of October, 2019.

Scheels All-Sports Inc,

By: _____

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on Oct 21, 2019, by Kris Richard (Name) Office Leader (Title) of Scheels All-Sports, Inc.



Kris Richard
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of West Des Moines by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2019.

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

ITEM: Termination of Jordan Creek Urban Renewal Area - City Initiated **DATE:** November 4, 2019

RESOLUTION: Approval of the Resolution Terminating the Urban Renewal Plan and Ending the Urban Renewal Area

ORDINANCE: Approval of the Ordinance repealing Ordinance Nos. 1414, 1559, 2203, and 2313

FINANCIAL IMPACT: There are no fiscal impacts associated with this termination.

BACKGROUND: Staff has initiated the process to expire the Jordan Creek Urban Renewal Area and terminate the corresponding Jordan Creek Urban Renewal Plan. The TIF District has almost reached its maximum lifespan, according to state code, and there is no debt to be certified against the TIF.

The Jordan Creek Urban Renewal Plan and corresponding TIF districts have been incredibly successful and instrumental in driving the momentum for development around the Jordan Creek Town Center. In the peak year of this TIF district, the increment generated from the TIF was more than \$688 million. This TIF district was used in several case studies statewide as a positive way to use TIF for communities.

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

RECOMMENDATION: Staff recommends the approval of the Resolution expiring the urban renewal plan and area, and approval of the Ordinance repealing Ordinance Nos. 1414, 1559, 2203, and 2313.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Resolution
- Exhibit II - Ordinance

RESOLUTION NO. _____

RESOLUTION TERMINATING THE JORDAN CREEK URBAN RENEWAL
PLAN AND ENDING THE JORDAN CREEK URBAN RENEWAL AREA

WHEREAS, pursuant to the provisions of Chapter 403 of the Code of Iowa, the City of West Des Moines, Iowa (hereinafter referred to as the “City”) previously established the Jordan Creek Urban Renewal Plan (the “Urban Renew Plan”) and the Jordan Creek Urban Area (the “Urban Renewal Area”); and

WHEREAS, the City has determined the Urban Renewal Plan is no longer fulfilling the purposes set out in Iowa Code Chapter 403, and

WHEREAS, the City has determined that it is in the best interest of the City to terminate the Urban Renewal Plan and retire the Urban Renewal Area.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, AS FOLLOWS:

Section 1. The City Council hereby finds that the Urban Renewal Plan should be terminated, and the Urban Renewal Area should be retired.

Section 2. The Urban Renewal Plan for the Urban Renewal Area is hereby terminated, and the Urban Renewal Area is hereby retired and shall no longer be in operation from the effective date of this Resolution.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved the November 4, 2019.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NOS. 1414, 1559, 2203 AND 2313 WHICH PROVIDED FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE JORDAN CREEK URBAN RENEWAL AREA, CITY OF WEST DES MOINES, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA.

WHEREAS, the City Council (the “Council”) of the City of West Des Moines, Iowa (the “City”) previously enacted Ordinance Nos. 1414, 1559, 2203 and 2313 (the “Ordinances”) providing for the division of taxes levied on taxable property in the Jordan Creek Urban Renewal Area (the “Urban Renewal Area”) pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, all debt that has been certified for reimbursement from the Urban Renewal Area has been fully paid and there are no current obligations under the Jordan Creek Urban Renewal Plan to be paid from any tax increment within the Urban Renewal Area; and

WHEREAS, it is now necessary for the Council to take action to repeal the Ordinances;

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

Section 1. Purpose. The Ordinances are hereby repealed, and the division of incremental property tax revenues (the “TIF Revenues”) from the Urban Renewal Area is hereby terminated.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council of the City of West Des Moines, Iowa, on November 18, 2019.

Mayor

Attest:

City Clerk

• • • • •

First Consideration, November 4, 2019.

Second and Final Consideration, November 18, 2019.

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

DATE: November 4, 2019

ITEM: Resolution – Approval and Release of three Plats of Survey – City of West Des Moines. Excess property related to the Grand Prairie Parkway Project – create three parcels for transfer ownership (POS 002-C1, POS 002-C2, and POS 002-C3).

FINANCIAL IMPACT: None

SYNOPSIS: In 2008, the Cities of Waukee and West Des Moines (WDM) entered into an agreement with the Iowa Department of Transportation (IDOT) for the construction of an overpass at Alice's Road/105th Street and Interstate 80, WDM Project Nos. 0510-031-2007 and 0510-015-2008. In 2009, West Des Moines condemned property on the north side of I-80 in Waukee City limits. As provided by prior agreement, Waukee has requested that West Des Moines convey any property within its corporate limits to Waukee.

In 2014, the Cities also entered into a Cooperative Preconstruction Agreement with the IDOT in which the cities agreed to transfer to the IDOT the necessary right-of-way for the interchange and ramps as well as any associated drainage structures.

The City of West Des Moines has prepared three plats of survey comprising excess property in anticipation of transfer of each parcel. The attached plats of survey legally define the area and the attached Resolution approves the plats of survey and releases each 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: City Council adopt a resolution approving Plats of Survey 002-C1, 002-C2 and 002-C3 to establish one lot for each plat for the purpose of transferring ownership, subject to complying with all other applicable City Code requirements.

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 002-C1, PLAT OF SURVEY 002-C2 and PLAT OF SURVEY 002-C3 FOR THE PURPOSE OF CREATING THREE 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 Plats of Survey (POS 002-C1, 002-C2, and 002-C3) for the creation of three parcels located along the Grand Prairie Parkway and I-80 Interchange for the purpose of creating one parcel of land on each plat for ownership transfer.

Legal Description: See attached Exhibit "A"

WHEREAS, three plats of survey have been prepared to legally describe the area for transfer of ownership as part of the Grand Prairie Parkway Project No. 0510-031-2007 (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 November 4, 2019, the City Council held a duly-noticed hearing to consider the application for Plat of Survey POS 002-C1, Plat of Survey POS 002-C2, and Plat of Survey POS 002-C3.

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 November 4, 2019 or as amended orally at the City Council hearing November 4, 2019 are adopted.

2. PLAT OF SURVEY 002-C1, PLAT OF SURVEY 002-C2 AND PLAT OF SURVEY 002-C3 are approved, subject to compliance with all the conditions in the staff report, dated November 4, 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 002-C1, Plat of Survey POS 002-C2 and Plat of Survey POS 002-C3 for recordation.

PASSED AND ADOPTED this 4th day of November, 2019.

Steven K. Gaer, Mayor

ATTEST:

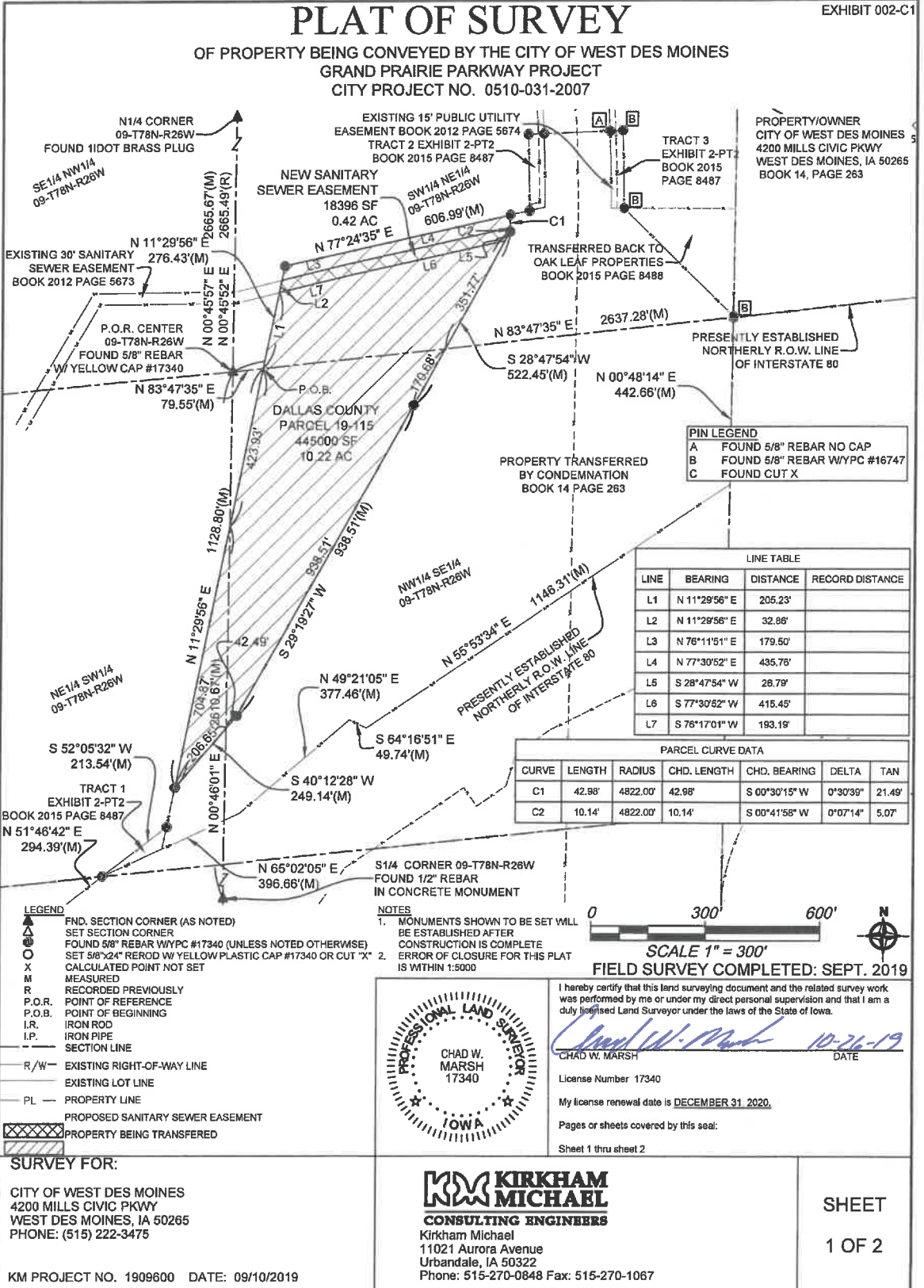
Ryan T. Jacobson, City Clerk

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 November 4, 2019, by the following vote:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

ATTEST: _____
Ryan T. Jacobson, City Clerk

City:	Waukee
County:	Dallas County
Parcel ID:	Formerly pt of 1609400001, 1609300005, 1609200006
Description:	Pt of SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, & NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24, Township 78 N, Range 26 W
Proprietor:	City of West Des Moines
Surveyor:	Chad W. Marsh
Company:	Kirkham Michael
Return To:	11021 Aurora Avenue Urbandale, Iowa 50322 (515) 270-0848



PLAT OF SURVEY

OF PROPERTY BEING CONVEYED BY THE CITY OF WEST DES MOINES
GRAND PRAIRIE PARKWAY PROJECT
CITY PROJECT NO. 0510-031-2007

EXHIBIT 002-C1

PROPERTY/OWNER
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
BOOK 14, PAGE 263

LEGAL DESCRIPTION (DALLAS COUNTY PARCEL 19-115)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 9; THENCE NORTH 83°47'35" EAST, 79.55 FEET ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO THE POINT OF BEGINNING; THENCE NORTH 11°29'56" EAST, 276.43 FEET; THENCE NORTH 77°24'35" EAST, 606.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GRAND PRAIRIE PARKWAY; THENCE SOUTHERLY 42.98 FEET ON A 4822.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A LONG CHORD BEARING OF SOUTH 00°30'15" WEST, 42.98 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 28°47'54" WEST, 522.45 FEET; THENCE SOUTH 29°19'27" WEST, 938.51 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 40°12'28" WEST, 249.14 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 11°29'56" EAST, 1128.80 FEET TO THE POINT OF BEGINNING CONTAINING (445,000 SQUARE FEET), 10.22 ACRES, MORE OR LESS, PROPERTY IS ALSO SUBJECT TO A PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON PLAT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION (SANITARY SEWER EASEMENT IN THE ABOVE DESCRIBED PARCEL)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 9; THENCE NORTH 83°47'35" EAST, 79.55 FEET ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 11°29'56" EAST, 205.23 FEET TO THE SOUTHEAST CORNER OF AN EXISTING SANITARY SEWER EASEMENT RECORDED IN BOOK 2012, PAGE 5673, RECORDED IN THE OFFICE OF RECORDER, DALLAS COUNTY, IOWA, AND ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11°29'56" EAST, 32.86 FEET; THENCE NORTH 76°11'51" EAST, 179.50 FEET; THENCE NORTH 77°30'52" EAST, 435.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GRAND PRAIRIE PARKWAY; THENCE SOUTHERLY 10.14 FEET ON A 4822.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A LONG CHORD BEARING OF SOUTH 00°41'58" WEST, 10.14 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 28°47'54" WEST, 26.79 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 77°30'52" WEST, 415.45 FEET; THENCE SOUTH 76°17'01" WEST, 193.19 FEET TO THE POINT OF BEGINNING CONTAINING (18,396 SQUARE FEET), 0.42 ACRES, MORE OR LESS,

ALL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THESE DESCRIPTIONS, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: SEPT. 2019

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

KM PROJECT NO. 1909600 DATE: 09/10/2019


**KIRKHAM
MICHAEL**
CONSULTING ENGINEERS
Kirkham Michael
11021 Aurora Avenue
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET

2 OF 2

PLAT OF SURVEY

OF PROPERTY BEING CONVEYED BY THE CITY OF WEST DES MOINES
GRAND PRAIRIE PARKWAY PROJECT
CITY PROJECT NO. 0510-031-2007

EXHIBIT 002-C2

PROPERTY/OWNER
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
BOOK 14, PAGE 263

LEGAL DESCRIPTION (002-C2)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 9; THENCE NORTH 83°47'35" EAST, 560.03 FEET ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9 TO THE WESTERLY RIGHT OF WAY LINE OF GRAND PRAIRIE PARKWAY AND THE POINT OF BEGINNING; THENCE NORTH 28°47'54" EAST, 351.77 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 42.98 FEET ON A 4822.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WITH A LONG CHORD BEARING OF NORTH 00°30'15" EAST, 42.98 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 77°24'35" EAST, 51.27 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 200.39 FEET ON A 4872.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WITH A LONG CHORD BEARING OF NORTH 01°03'48" WEST, 200.38 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 87°45'30" EAST, 248.00 FEET TO THE EASTERLY RIGHT OF WAY OF GRAND PRAIRIE PARKWAY; THENCE SOUTHERLY 203.73 FEET ON A 5120.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A LONG CHORD BEARING OF SOUTH 01°06'07" EAST, 203.71 FEET ON SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 45°20'24" EAST, 402.56 FEET ON SAID EASTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 80; THENCE SOUTH 00°48'14" WEST, 442.66 FEET; THENCE SOUTH 55°53'34" WEST, 1146.31 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 64°16'51" WEST, 49.74 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 49°21'05" WEST, 377.46 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE SOUTH 65°02'05" WEST, 396.68 FEET ON SAID NORTHERLY RIGHT OF WAY; THENCE NORTH 52°05'32" EAST, 213.54 FEET; THENCE NORTH 11°29'56" EAST, 104.09 FEET; THENCE NORTH 40°12'28" EAST, 249.14 FEET; THENCE NORTH 29°19'27" EAST, 938.51 FEET; THENCE NORTH 28°47'54" EAST, 170.68 FEET TO THE POINT OF BEGINNING CONTAINING (1,041,939 SQUARE FEET), 23.92 ACRES, MORE OR LESS,

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: SEPT. 2019

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

**KIRKHAM
MICHAEL**
CONSULTING ENGINEERS

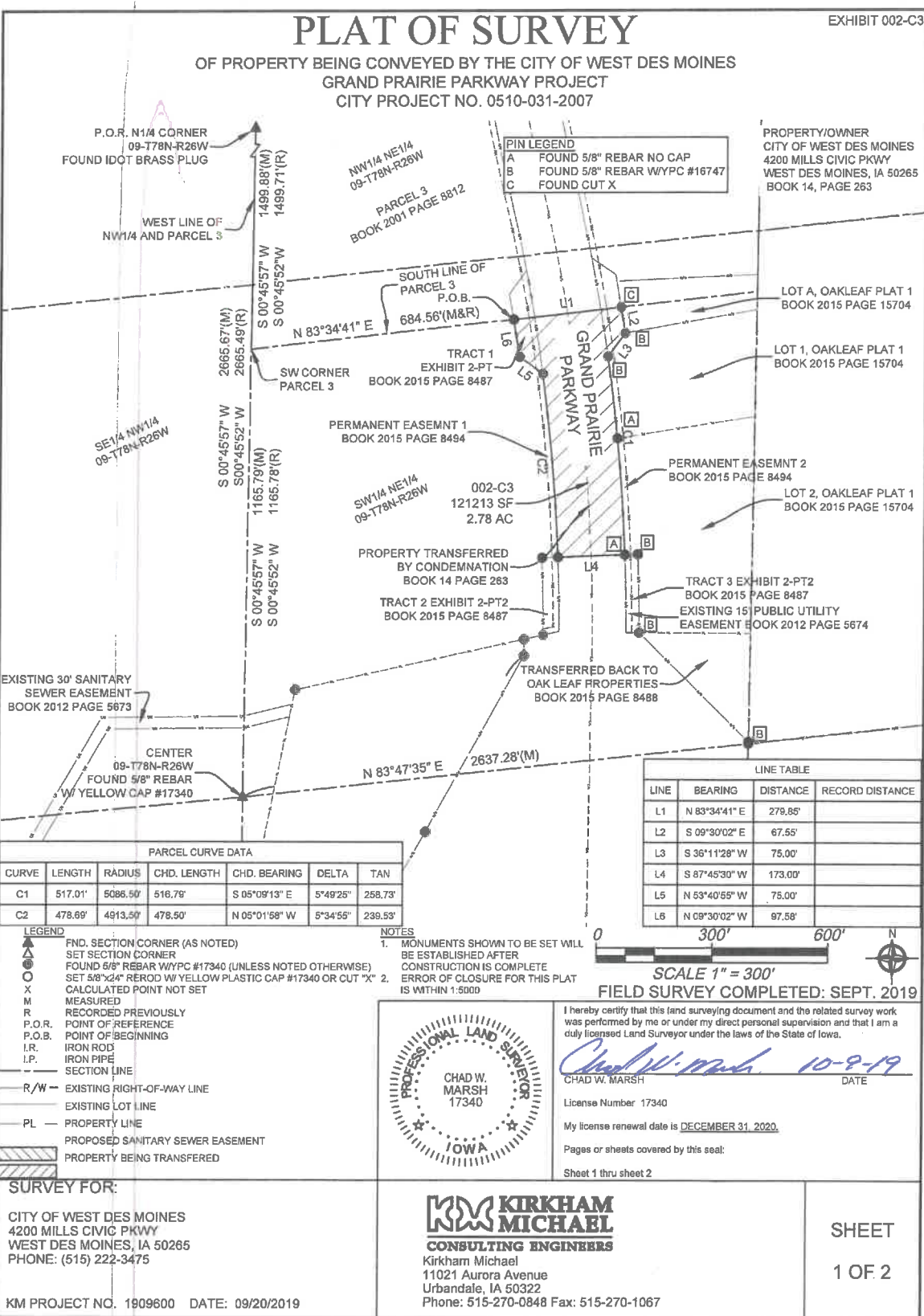
Kirkham Michael
11021 Aurora Avenue
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET

2 OF 2

KM PROJECT NO. 1909600 DATE: 09/10/2019

City:	Waukee
County:	Dallas County
Parcel ID:	no Parcel ID Grand Prairie Parkway & I80 Interchange
Description:	Pt of SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 24, Township 78 N, Range 26 W
Proprietor:	City of West Des Moines
Surveyor:	Chad W. Marsh
Company:	Kirkham Michael
Return To:	11021 Aurora Avenue Urbandale, Iowa 50322 (515) 270-0848



PLAT OF SURVEY

OF PROPERTY BEING CONVEYED BY THE CITY OF WEST DES MOINES
GRAND PRAIRIE PARKWAY PROJECT
CITY PROJECT NO. 0510-031-2007

EXHIBIT 002-C3

PROPERTY/OWNER
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
BOOK 14, PAGE 263

LEGAL DESCRIPTION (002-C3)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTH QUARTER CORNER OF SAID SECTION 9; THENCE SOUTH 00°45'57" WEST, 1499.88 FEET ON THE WEST LINE OF SAID NORTHEAST QUARTER AND PARCEL 3 RECORDED IN BOOK 2001, PAGE 8812, IN THE OFFICE OF THE RECORDER, DALLAS COUNTY, IOWA, TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH 83°34'41" EAST, 684.56 FEET ON THE SOUTH LINE OF SAID PARCEL 3 TO THE WESTERLY RIGHT OF WAY LINE OF GRAND PRAIRIE PARKWAY AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°34'41" EAST, 279.85 FEET ON SAID SOUTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF GRAND PRAIRIE PARKWAY; THENCE SOUTH 09°30'02" EAST, 67.55 FEET ON SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 36°11'28" WEST, 75.00 FEET ON SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTHERLY 517.01 FEET ON A 5086.50 FOOT RADIUS CURVE TO THE RIGHT WITH A LONG CHORD BEARING OF SOUTH 05°09'13" EAST, 516.79 FEET ON SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 87°45'30" WEST, 173.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 478.69 FEET ON A 4913.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WITH A LONG CHORD BEARING OF NORTH 05°01'58" WEST, 478.50 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 53°40'55" WEST, 75.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 09°30'02" WEST, 97.58 FEET ON SAID WESTERLY RIGHT OF WAY TO THE POINT OF BEGINNING CONTAINING 2.78 ACRES (121.213 SQUARE FEET), MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: SEPT. 2019

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

KM PROJECT NO. 1909600 DATE: 09/20/2019

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MICHAEL**
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SHEET

2 OF 2