

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** November 18, 2019

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

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

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

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1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
  - a. Greater Dallas County Development Alliance Update
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of November 4, 2019 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. Bonefish Grill, LLC, d/b/a Bonefish Grill, 650 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    2. FoodFirst Global Restaurants, Inc. d/b/a Bravo Cucina Italiana, 120 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
    3. Three Star Investment, Inc. d/b/a Flashmart #101, 3501 EP True Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
    4. Kum & Go, L.C., d/b/a Kum & Go #3035, 7265 Vista Drive - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
    5. Pad Thai Garden, LLC d/b/a Pad Thai Garden Restaurant, 1221 8<sup>th</sup> Street - Class BW Permit with Native Wine - Renewal
    6. Mahajan, Inc. d/b/a Super Quick Liquor, 1800 22<sup>nd</sup> Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
    7. Riley Drive Entertainment V, Inc., d/b/a Taco Hangover, 265 50<sup>th</sup> Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal

- 8. Taste of New York, Inc. d/b/a Taste of New York, 165 South Jordan Creek Parkway, Suite 160 - Class BW Permit with Sunday Sales - Renewal
- d. Motion - Approval of Appointments:
  - 1. Human Services Advisory Board
  - 2. Due Diligence Committee
- e. Motion - Establish Workshop - 2020-21 FY Operating and Capital Budget
- f. Motion - Approval of 2018-19 FY Tax Increment Financing Report
- g. Motion - Approval of 2020-21 FY Tax Increment Financing Indebtedness and Certification Report
- h. Motion - Approval of Amendment No. 2 to Professional Services Agreement - Library Interior Renovations
- i. Motion - Approval of Change Order #3 - 27<sup>th</sup> and Vine Culvert Reconstruction
- j. Resolution - Approval of Supplemental Agreement - Middle Creek Trunk Sewer Extension
- k. Resolution - Order Construction:
  - 1. 2018 FEMA Repairs
  - 2. Sheraton Lift Station Generator Replacement
  - 3. Valley Junction Activity Center Remodel, Phase 3B
- l. Resolution - Accept Work:
  - 1. Alluvion Booster Station
  - 2. Neighborhood Park Signage
- m. Resolution - Approval of Public Highway At-Grade Crossing Agreement with Union Pacific Railroad Company - Jordan Creek Parkway and Ashworth Road Intersection Improvements
- n. Resolution - Approval of 28E Agreement with Iowa Alcoholic Beverages Division - Iowa Pledge Tobacco Compliance Program
- o. Resolution - Establish Public Hearing - Amendment #4 to Alluvion Urban Renewal Area
- p. Resolution - Approval to Reallocate Series 2017C General Obligation Urban Renewal Bond Proceeds from the Alluvion Urban Renewal Area to the Osmium Urban Renewal Area
- q. Proclamation - Small Business Saturday, November 30, 2019

**5. Old Business**

- a. Midtown Redevelopment, east side of 8<sup>th</sup> Street (1221 to 1261) - Establish a Planned Unit Development (PUD) to Allow Development of a Vertical Commercial and Residential Mixed-Use Development - Jarcor, LLC
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Jordan Creek Urban Renewal Area - Terminate the Urban Renewal Area and Repeal Ordinance Nos. 1414, 1559, 2203, and 2313 - City Initiated
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. 1000 and 1100 South 60<sup>th</sup> Street - Amend Comprehensive Plan Land Use Map to Change the Land Use Designation from Low Density Residential to Single Family Residential and Change the Zoning from Residential Estate to Residential Single Family - Toby Torstenson
  - 1. Resolution - Approval of Comprehensive Plan Amendment
  - 2. Ordinance - Approval of First Reading
  
- b. 1913 Grand Avenue - Amend Comprehensive Plan Land Use Map to Change the Land Use Designation from Single Family Residential to Office and Change the Zoning from Residential Single Family to Office - Mark Shrum
  - 1. Motion - Continue Public Hearing to December 2, 2019
  
- c. Dowling Catholic, 1400 Buffalo Road - Establish a Planned Unit Development (PUD) to Provide a Framework for Continued Development and Expansion of a School Campus While Fitting within the Context of the Established Neighborhood - Dowling Catholic High School
  - 1. Ordinance - Approval of First Reading
  
- d. 4<sup>th</sup> and Railroad, 101 and 107 4<sup>th</sup> Street - Amend the Comprehensive Plan Land Use Map and Establish a Planned Unit Development (PUD) to Allow a Vertical Commercial and Residential Mixed-Use Building - Cutler Development, LLC
  - 1. Motion - Continue Public Hearing to December 2, 2019
  
- e. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Title 10 (Subdivision Regulations), Chapter 3 (Design Standards and Required Improvements) - Modify Setbacks for Corner Lots in Certain Lot Configurations - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- f. Amendment to City Code - Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) and Chapter 14 (Accessory Structures) - Update Regulations for Accessory Structures of Non-Residential Uses in Residential Zoning Districts - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- g. Agreement for Private Development - WillieT, LLC and Coffee Cats, LLC
  - 1. Resolution - Approval of Agreement
  
- h. 2019 Sanitary Sewer Cleaning and Televising Program - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract

**7. New Business**

- a. 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
  
- b. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - EP True Parkway and 78<sup>th</sup> Place, Grand Avenue and Scenic Valley Drive, and Mills Civic Parkway and South 88<sup>th</sup> Street - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 2 (Through Streets Stop Required) Veterans Parkway, east corporate limits to western terminus of Veterans Parkway; South Grand Prairie Parkway, north corporate limits to Raccoon River; and SW Grand Prairie Parkway, Raccoon River to southern terminus of South Grand Prairie Parkway - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Yield Required) - SW Grand Prairie Parkway and Veterans Parkway - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Veterans Parkway, east corporate limits to western terminus of Veterans Parkway on the south side; South Grand Prairie Parkway, north corporate limits to Raccoon River on the west side; SW Grand Prairie Parkway, Raccoon River to southern terminus of South Grand Prairie Parkway on the west side; and 78<sup>th</sup> Place, EP True Parkway to 185 feet north of EP True Parkway on the west side - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- f. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - Veterans Parkway, east corporate limits to western terminus of Veterans Parkway - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- g. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 12 (Truck Routes) - Veterans Parkway, east corporate limits to western terminus of Veterans Parkway; South Grand Prairie Parkway, north corporate limits to Raccoon River; and SW Grand Prairie Parkway, Raccoon River to southern terminus of South Grand Prairie Parkway - City Initiated
  - 1. Ordinance - Approval of First Reading

- h. Relocation of Regular City Council Meetings - Approval to Relocate the December 2, 2019 and December 16, 2019 City Council Meetings Due to Inaccessibility of Council Chambers - City Initiated
  - 1. Motion - Approval to Relocate City Council Meetings
  
- 8. Receive, File and/or Refer**
  
- 9. Other Matters**
  - a. Vicious Dog Investigation
  
- 10. Executive Session**
  - a. Pending/Threatened Litigation

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.

November 4, 2019

West Des Moines City Council Proceedings  
Monday, November 4, 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, November 4, 2019 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, and K. Trevillyan. Council member R. Trimble participated via telephone.

City Clerk Ryan Jacobson noted a correction has been made to the Resolution for Item 4(g) Establish Public Hearing - Amendment #1 to the Historic West Des Moines Urban Renewal Area, as the December 2<sup>nd</sup> public hearing will be held at West Des Moines School District Learning Resource Center, 3550 Mills Civic Parkway.

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

Vote 19-515: Hardman, Mickelson, Trevillyan, Trimble...4 yes  
Motion carried.

Council member Sandager arrived at 5:32 p.m. The attendance was re-taken. Council members present were: R. Hardman, J. Mickelson, J. Sandager, and K. Trevillyan, with R. Trimble participating via telephone.

On Item 2. Public Forum

Erin Sears, 1115 27<sup>th</sup> Street, Des Moines, expressed concerns regarding the City's response after she was attacked by a dog while visiting her mother's home at 528 9<sup>th</sup> Street on June 1, 2019. She stated after her incident the City determined the dog was not a vicious animal, but she disagreed with that determination. After a subsequent attack of a mail carrier on September 28, 2019, the City then determined the dog to be vicious. She noted that, due to the continued presence of a vicious dog on the street, the US Postal Service has stopped home delivery to the residents and is planning to install a community mailbox at the end of the street, which would require some of the residents to walk past the home with the vicious dog.

City Attorney Dick Scieszinski reported the City defers to its animal control staff when a determination is needed on a dog that may be considered vicious, and the City did follow proper protocol in this case. Upon investigating the June incident, the animal control officer determined that the dog was not vicious, but conditions were imposed on the owners to prevent any future attacks. After the September incident, the animal control department conducted another investigation and then determined the dog was vicious. Rather than requiring the dog be euthanized, the City imposed additional conditions on the owners, including a \$100,000 insurance policy, a requirement that the dog be kept inside or fenced in at all times, it must be muzzled and on a leash if out in public, and it is not allowed at any city park or gathering place

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with children. He also reported that City staff has contacted the US Postal Service and inquired if they would restore home delivery if the dog was removed from the neighborhood, but they have yet to provide a response.

Council member Trevillyan stated he believes city staff erred in its investigation of the June incident, as he does not believe the attack was provoked. He also noted the owners of the dog have not met their requirements of keeping their gate closed at all times or posting a “vicious animal” sign. He stated he believes it is unfair to all the other residents on the street that they feel they can’t safely walk down their street, and he expressed his desire that the City take action to have the dog removed.

Maria Arthur, 508 9<sup>th</sup> Street, expressed concerns about the safety of the residents that walk past the home of the vicious dog, especially the children that walk down 9<sup>th</sup> Street to get to Wilson Park.

Lyndzy Murtha, 539 9<sup>th</sup> Street, expressed concerns that the residents were not made aware of the vicious animal on their street until the US Postal Service stopped home delivery. She also expressed concerns about the safety of the residents when they are outside with a vicious animal present, and she noted there are issues with other dogs in the neighborhood that run loose as well. She also expressed concerns that the residents may be required to disclose the presence of a vicious animal if they should sell their home. She requested that the City address the issue and suggested the dog should be removed. She also presented a petition with signatures from other residents that share her concerns.

Sean Murtha, 539 9<sup>th</sup> Street, expressed concerns that he and his family can’t be outside on their own property without fear of a potential attack if the vicious dog happens to run loose. He noted he has looked into installing a chain link fence for protection, but he feels that should not be necessary. He also expressed concerns that the entire neighborhood is being punished for the actions of one household. He requested that the City address the issue and suggested the dog owners could be required to put their dog through obedience training.

The Council held discussion on the situation and expressed a desire to ensure the safety of the residents.

Mayor Gaer requested that staff conduct another investigation to determine if there is any additional information that would change the City’s determination on the requirements imposed for the vicious animal. He also requested that this matter be included on the agenda for the November 18<sup>th</sup> City Council meeting.

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

Mayor Gaer read a proclamation recognizing Claudia Henning and her contributions to the Youth Justice Initiative. He then presented her with a Key to the City.

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Council member Trevillyan reported he attended a groundbreaking ceremony for the “LIGHT Valley Junction” project, and the light display will be illuminated in conjunction with the Jingle in the Junction event on November 21<sup>st</sup>.

Council member Hardman reported she participated in a service project with the Taste of the Junction organization at Meals from the Heartland. She also commended the Taste of the Junction organization for its efforts in preserving the history of the Valley Junction community.

Mayor Gaer reported he swore in six new police officers at the Law Enforcement Center on Friday, October 25<sup>th</sup>.

Council member Hardman reported on Friday, October 25<sup>th</sup> at the Law Enforcement Center, there was also a dedication of a fallen officer memorial, and she commended Boy Scout Jim Clark, who raised the money for the memorial and designed it himself.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of October 21, 2019 Meeting
- b. Approval of Bill Lists
- c. 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. 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. Accept Work:
  1. 2017 Intake Repair Program
  2. Grand Avenue Trail Improvements, Fuller Road to Jordan Creek
  3. Kiwanis Park Shelter
- f. Approval to Initiate Development Agreement - Junction House 329, LLC
- g. Establish Public Hearing - Amendment #1 to Historic West Des Moines Urban Renewal Area

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- h. Approval of Participating Provider Agreement - Iowa Total Care, Inc.
- i. Proclamation - Recognition of Claudia Henning

Vote 19-516: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5 - Old Business: no items

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider 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 (Continued from October 21, 2019). He asked for the date the notice was published and the City Clerk indicated the notice was published on October 4, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the PUD ordinance.

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 consider the first reading of the ordinance.

Vote 19-517: 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 Mickelson to approve the first reading of the ordinance.

Vote 19-518: 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 Bryken, LLC, Martin's Flag Company, LLC and Quill & Nib, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 25, 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.

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Vote 19-519: 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 Vacation of a Portion of Former SE 11th Street as a Public Street and Termination of Public Street Right of Way Easement, 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 30, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by Hardman to adopt Resolution - Approval of Vacation and Termination of Public Street Right of Way Easement.

Vote 19-520: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(a) Scheels Warehouse, 175 South 9th Street, Building 300 - Approval of Site Plan to Construct a 30,000 sq. ft. Warehouse, initiated by Scheels All-Sports, Inc.

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

Vote 19-521: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(b) Jordan Creek Urban Renewal Area - Terminate the Urban Renewal Area and Repeal Ordinance Nos. 1414, 1559, 2203, and 2313, initiated by the City of West Des Moines

It was moved by Trimble, second by Mickelson to adopt Resolution - Approval to Terminate the Urban Renewal Area.

Vote 19-522: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

Mayor Gaer noted the Jordan Creek Urban Renewal Area serves as an example of an ideal TIF district, as it has generated \$688 million of value.

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Vote 19-523: 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 Mickelson to approve the first reading of the ordinance.

Vote 19-524: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(c) Excess Property Related to the Grand Prairie Parkway Improvements Project -  
Three Plats of Survey to Create Three Parcels for Transfer of Ownership, initiated by the City of  
West Des Moines

It was moved by Trevillyan, second by Hardman to adopt Resolution - Approval and Release of  
Three Plats of Survey.

Vote 19-525: Hardman, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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

On Item 9 - Other Matters

Council member Hardman noted former City Council member Bob Parks is in the audience  
tonight, and she expressed appreciation for his service to the community.

The meeting was adjourned at 6:23 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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Steven K. Gaer, Mayor

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

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

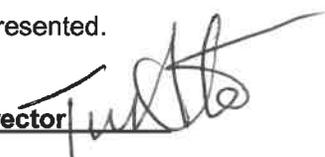
**DATE:** November 18, 2019

**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	11/18/2019	\$ 3,991,531.90
EFT Claims	11/18/2019	\$ 2,311,717.67
Control Pay	11/18/2019	\$ 300,025.27
End of Month & Off-Cycle	10/22/19 to 12/01/19	\$ 3,770,632.58

**RECOMMENDATION:** Move to approve Bill Lists as presented.

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



**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	
Recommendation	

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

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB VENDOR DISB - WB Vendor Disbursement</b>					
Check	11/18/2019	314720	Accounts Payable	A+ LAWN AND LANDSCAPE	750.00
Check	11/18/2019	314721	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	97,914.20
Check	11/18/2019	314722	Accounts Payable	AGRILAND FS INC	411.00
Check	11/18/2019	314723	Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	82,260.98
Check	11/18/2019	314724	Accounts Payable	AMERICAN SECURITY LLC	4,149.39
Check	11/18/2019	314725	Accounts Payable	AT&T MOBILITY	6,498.11
Check	11/18/2019	314726	Accounts Payable	AUREON NETWORK SERVICES	5,468.33
Check	11/18/2019	314727	Accounts Payable	BASICLEIGH COMMUNICATIONS LLC	7,492.50
Check	11/18/2019	314728	Accounts Payable	BDS PLANNING & URBAN DESIGN INC	8,675.89
Check	11/18/2019	314729	Accounts Payable	BEST PORTABLE TOILETS	1,200.00
Check	11/18/2019	314730	Accounts Payable	BIG CHAIR LLC	725.00
Check	11/18/2019	314731	Accounts Payable	BJ STORAGE	840.95
Check	11/18/2019	314732	Accounts Payable	BOOT BARN INC	732.67
Check	11/18/2019	314733	Accounts Payable	BOUND TREE MEDICAL LLC	2,979.55
Check	11/18/2019	314734	Accounts Payable	BRILAR LLC	3,144.36
Check	11/18/2019	314735	Accounts Payable	BRYKEN LLC	7,476.24
Check	11/18/2019	314736	Accounts Payable	BUELOW , LISA	460.00
Check	11/18/2019	314737	Accounts Payable	CALHOUN-BURNS & ASSOCIATES INC	7,114.24
Check	11/18/2019	314738	Accounts Payable	CAMPBELL , MEREDITH	138.00
Check	11/18/2019	314739	Accounts Payable	CAPPEL'S ACE HARDWARE	115.30
Check	11/18/2019	314740	Accounts Payable	CARTER , TYLER	450.00
Check	11/18/2019	314741	Accounts Payable	CENTURYLINK	1,504.02
Check	11/18/2019	314742	Accounts Payable	CINTAS CORP FIRST AID & SAFETY	189.32
Check	11/18/2019	314743	Accounts Payable	CITY OF DES MOINES	537,782.75
Check	11/18/2019	314744	Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	5,294.10
Check	11/18/2019	314745	Accounts Payable	COMMERCIAL RECREATION SPECIALISTS INC	1,016.00
Check	11/18/2019	314746	Accounts Payable	CONCRETE PRF LLC	200.00
Check	11/18/2019	314747	Accounts Payable	CONCRETE TECHNOLOGIES INC	295,360.08
Check	11/18/2019	314748	Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	194.24
Check	11/18/2019	314749	Accounts Payable	COST ADVISORY SERVICES INC	12,800.00
Check	11/18/2019	314750	Accounts Payable	CRISAFULLI INC	33,228.00
Check	11/18/2019	314751	Accounts Payable	CTI READY MIX LLC	5,569.00

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/18/2019	314752	Accounts Payable	DAVIS EQUIPMENT CORP	240.41
Check	11/18/2019	314753	Accounts Payable	DE LAGE LANDEN	2,795.00
Check	11/18/2019	314754	Accounts Payable	DES MOINES GOLF & COUNTRY CLUB	178.12
Check	11/18/2019	314755	Accounts Payable	DES MOINES IRON CO	42.12
Check	11/18/2019	314756	Accounts Payable	DMACC	15.00
Check	11/18/2019	314757	Accounts Payable	DOWLING, CONNIE	756.00
Check	11/18/2019	314758	Accounts Payable	DUO-SAFETY LADDER CORPORATION	184.24
Check	11/18/2019	314759	Accounts Payable	EARL MAY SEED AND NURSERY	197.82
Check	11/18/2019	314760	Accounts Payable	ELECTRICAL ENGINEERING & EQUIPMENT CO	285.05
Check	11/18/2019	314761	Accounts Payable	ESPELAND CONSTRUCTION	200.00
Check	11/18/2019	314762	Accounts Payable	ESTATE OF KENNETH HART	564.16
Check	11/18/2019	314763	Accounts Payable	EXECUTIVE LASER WASH INC	16.00
Check	11/18/2019	314764	Accounts Payable	EXTENSIS	890.00
Check	11/18/2019	314765	Accounts Payable	FASTENAL COMPANY	866.54
Check	11/18/2019	314766	Accounts Payable	FEDEX	35.01
Check	11/18/2019	314767	Accounts Payable	FERGUSON, JULIE	322.00
Check	11/18/2019	314768	Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	2,230.00
Check	11/18/2019	314769	Accounts Payable	GENERAL TRAFFIC CONTROLS INC	140,088.00
Check	11/18/2019	314770	Accounts Payable	GILGE, DANNY	108.00
Check	11/18/2019	314771	Accounts Payable	GRAHAM CONSTRUCTION COMPANY INC	2,408.34
Check	11/18/2019	314772	Accounts Payable	GRAINGER INC	128.98
Check	11/18/2019	314773	Accounts Payable	GRIMES ASPHALT & PAVING	717.06
Check	11/18/2019	314774	Accounts Payable	HAHN, JENNIFER	12,998.53
Check	11/18/2019	314775	Accounts Payable	HAWKEYE STAGES LLC	2,018.00
Check	11/18/2019	314776	Accounts Payable	HAWKEYE TRUCK EQUIPMENT	1,995.10
Check	11/18/2019	314777	Accounts Payable	HDR ENGINEERING INC	2,560.18
Check	11/18/2019	314778	Accounts Payable	HEARTLAND OUTDOOR SERVICES LLC	11,746.05
Check	11/18/2019	314779	Accounts Payable	HERITAGE BUILDING MAINTENANCE	700.00
Check	11/18/2019	314780	Accounts Payable	HERITAGE-CRYSTAL CLEAN LLC	311.76
Check	11/18/2019	314781	Accounts Payable	HY VEE INC	401.86
Check	11/18/2019	314782	Accounts Payable	INTERSTATE ALL BATTERY CENTER	187.20
Check	11/18/2019	314783	Accounts Payable	IOWA CIVIL CONTRACTING INC	31,529.01
Check	11/18/2019	314784	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	240.00

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/18/2019	314785	Accounts Payable	IOWA SIGNAL INC	1,763.00
Check	11/18/2019	314786	Accounts Payable	ITERIS INC	605.00
Check	11/18/2019	314787	Accounts Payable	J&K CONTRACTING LLC	1,282.50
Check	11/18/2019	314788	Accounts Payable	JACOBSEN AUTO BODY	2,536.06
Check	11/18/2019	314789	Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	11/18/2019	314790	Accounts Payable	JORDAN CREEK EXECUTIVE CAR WASH	32.00
Check	11/18/2019	314791	Accounts Payable	JUNIOR RUGBY COMPANY	510.00
Check	11/18/2019	314792	Accounts Payable	KABEL BUSINESS SERVICES	150.00
Check	11/18/2019	314793	Accounts Payable	KLAHN , RICHARD	115.00
Check	11/18/2019	314794	Accounts Payable	KOESTER CONSTRUCTION CO INC	1,586,157.67
Check	11/18/2019	314795	Accounts Payable	LACINA , WENDY	276.00
Check	11/18/2019	314796	Accounts Payable	LANG CONSTRUCTION GROUP INC	361,963.31
Check	11/18/2019	314797	Accounts Payable	LANGUAGE LINE SERVICES	1,066.60
Check	11/18/2019	314798	Accounts Payable	LOGEO APPAREL & PROMOTIONS	160.07
Check	11/18/2019	314799	Accounts Payable	LOMBARD , KINSEY	161.00
Check	11/18/2019	314800	Accounts Payable	LOWE'S HOME CENTER INC	930.84
Check	11/18/2019	314801	Accounts Payable	LUKAS, NACE, GUTIERREZ & SACHS	820.00
Check	11/18/2019	314802	Accounts Payable	MACQUEEN EQUIPMENT LLC	27.80
Check	11/18/2019	314803	Accounts Payable	MAGTECH AMMUNITION CO INC	6,662.16
Check	11/18/2019	314804	Accounts Payable	MAILFINANCE	236.58
Check	11/18/2019	314805	Accounts Payable	MID AMERICAN SIGNAL INC	31,054.00
Check	11/18/2019	314806	Accounts Payable	MID COUNTRY MACHINERY INC	15,300.00
Check	11/18/2019	314807	Accounts Payable	MID-STATE DISTRIBUTING CO	2.56
Check	11/18/2019	314808	Accounts Payable	MIDAMERICAN ENERGY	129.43
Check	11/18/2019	314809	Accounts Payable	MIDAMERICAN ENERGY	5.02
Check	11/18/2019	314810	Accounts Payable	MIDWEST BEARING & SUPPLY	23.49
Check	11/18/2019	314811	Accounts Payable	MOBILE ADVANCE INC	10,575.00
Check	11/18/2019	314812	Accounts Payable	MOEN , JASON	104.00
Check	11/18/2019	314813	Accounts Payable	MOTOROLA	42,418.00
Check	11/18/2019	314814	Accounts Payable	MULCH MART LLC	1,287.00
Check	11/18/2019	314815	Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	10.00
Check	11/18/2019	314816	Accounts Payable	MUNICIPAL SUPPLY INC	698.50
Check	11/18/2019	314817	Accounts Payable	NESTINGEN INC	38,920.00
Check	11/18/2019	314818	Accounts Payable	O'HALLORAN INTERNATIONAL INC	194.60

**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	11/18/2019	314819	Accounts Payable	OCCUPATIONAL SAFETY CONSULTANTS	11,340.00
Check	11/18/2019	314820	Accounts Payable	OLSSON ASSOCIATES INC	13,697.55
Check	11/18/2019	314821	Accounts Payable	PALMER GROUP	2,821.58
Check	11/18/2019	314822	Accounts Payable	PER MAR SECURITY	237.75
Check	11/18/2019	314823	Accounts Payable	PERFICUT COMPANIES INC	2,797.77
Check	11/18/2019	314824	Accounts Payable	PI MIDWEST	14,000.00
Check	11/18/2019	314825	Accounts Payable	PITNEY BOWES PURCHASE POWER	1,231.41
Check	11/18/2019	314826	Accounts Payable	POLICE LEGAL SCIENCES INC	10,320.00
Check	11/18/2019	314827	Accounts Payable	PRICE INDUSTRIAL ELECTRIC INC	149,404.13
Check	11/18/2019	314828	Accounts Payable	PRO WASTE SERVICES LLC	270.60
Check	11/18/2019	314829	Accounts Payable	R&H PROPERTIES LLC	27,886.87
Check	11/18/2019	314830	Accounts Payable	RANGEMASTERS TRAINING CENTER	31,463.89
Check	11/18/2019	314831	Accounts Payable	RAWINK TEES	1,500.00
Check	11/18/2019	314832	Accounts Payable	RELIANT FIRE APPARATUS INC	237.00
Check	11/18/2019	314833	Accounts Payable	RESOURCE CONSULTING ENGINEERS	2,550.00
Check	11/18/2019	314834	Accounts Payable	ROBERT HALF TECHNOLOGY	2,895.00
Check	11/18/2019	314835	Accounts Payable	ROY'S TOWING AND RECOVERY	250.00
Check	11/18/2019	314836	Accounts Payable	SCHROEDER, CURT	1,589.90
Check	11/18/2019	314837	Accounts Payable	SEE'S CANDIES	50.00
Check	11/18/2019	314838	Accounts Payable	SIXTA, ANDREW	322.00
Check	11/18/2019	314839	Accounts Payable	SKOLD DOOR & FLOOR CO	2,673.00
Check	11/18/2019	314840	Accounts Payable	SNI SOLUTIONS INC	8,550.00
Check	11/18/2019	314841	Accounts Payable	STEW HANSEN DODGE CITY JEEP	17,583.00
Check	11/18/2019	314842	Accounts Payable	STORM WATER SUPPLY LLC	151.03
Check	11/18/2019	314843	Accounts Payable	SYNERGY CONTRACTING LLC	15,000.00
Check	11/18/2019	314844	Accounts Payable	THE CONCRETE COMPANY INC	139,817.41
Check	11/18/2019	314845	Accounts Payable	THE DART GROUP LLC	2,450.00
Check	11/18/2019	314846	Accounts Payable	THE GRAVEDIGGER LLC	350.00
Check	11/18/2019	314847	Accounts Payable	TRIZETTO PROVIDER SOLUTIONS	349.18
Check	11/18/2019	314848	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	551.70
Check	11/18/2019	314849	Accounts Payable	UNITED PARCEL SERVICE	10.77
Check	11/18/2019	314850	Accounts Payable	UNITYPOINT CLINIC	210.00
Check	11/18/2019	314851	Accounts Payable	UNITYPOINT HEALTH	325.00
Check	11/18/2019	314852	Accounts Payable	USPS-HASLER	2,500.00

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/18/2019	314853	Accounts Payable	VAN WALL EQUIPMENT	1,289.20
Check	11/18/2019	314854	Accounts Payable	VANDERPOOL CONSTRUCTION INC	19,760.00
Check	11/18/2019	314855	Accounts Payable	VEENSTRA & KIMM INC	16,585.01
Check	11/18/2019	314856	Accounts Payable	VISION SERVICE PLAN	976.00
Check	11/18/2019	314857	Accounts Payable	WATSON , BENJAMIN	464.00
Check	11/18/2019	314858	Accounts Payable	WEX BANK	2,980.95
Check	11/18/2019	314859	Accounts Payable	WHKS & CO	1,067.00
Check	11/18/2019	314860	Accounts Payable	WIN WATCH LLC	262.20
Check	11/18/2019	314861	Accounts Payable	ZDENEK , KEVIN	39.80
Check	11/18/2019	314862	Accounts Payable	BOWEN , GARY	11,735.00
Check	11/18/2019	314863	Accounts Payable	HENRIKSEN CONTRACTING LLC	5,144.25
Check	11/18/2019	314864	Accounts Payable	UNION PACIFIC RAILROAD CO	5,400.00
Check	11/18/2019	314865	Accounts Payable	FIRE SERVICE TRAINING BUREAU	75.00
EFT	11/18/2019	3867	Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	6,760.24
EFT	11/18/2019	3868	Accounts Payable	ALL MAKES OFFICE INTERIORS	13.75
EFT	11/18/2019	3869	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	1,724.77
EFT	11/18/2019	3870	Accounts Payable	BAUER BUILT	5,061.00
EFT	11/18/2019	3871	Accounts Payable	BOIKE , ERIC	342.00
EFT	11/18/2019	3872	Accounts Payable	BRANDENBURG , MARK	15.83
EFT	11/18/2019	3873	Accounts Payable	BREWICK , MARK	328.28
EFT	11/18/2019	3874	Accounts Payable	BROCK , KEN	1,026.00
EFT	11/18/2019	3875	Accounts Payable	BROWNELLS INC	176.52
EFT	11/18/2019	3876	Accounts Payable	CENTRAL IOWA FIGURE SKATING CLUB INC	340.00
EFT	11/18/2019	3877	Accounts Payable	CONLEY GROUP INC	10,350.00
EFT	11/18/2019	3878	Accounts Payable	COYLE , ADAM	388.50
EFT	11/18/2019	3879	Accounts Payable	DERBY , DEIRDRE	26.10
EFT	11/18/2019	3880	Accounts Payable	DES MOINES ASPHALT & PAVING	81,077.32
EFT	11/18/2019	3881	Accounts Payable	ELDER CORPORATION	147,976.50
EFT	11/18/2019	3882	Accounts Payable	EMC RISK SERVICES	54,340.19
EFT	11/18/2019	3883	Accounts Payable	EXCEL MECHANICAL INC	48,714.33
EFT	11/18/2019	3884	Accounts Payable	FBG SERVICE CORPORATION	5,788.00
EFT	11/18/2019	3885	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	19,869.55
EFT	11/18/2019	3886	Accounts Payable	HAYES , JODY	453.38
EFT	11/18/2019	3887	Accounts Payable	HEADLEY , NATHAN	274.50

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

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	11/18/2019	3888	Accounts Payable	HOME INC	14,000.00
EFT	11/18/2019	3889	Accounts Payable	HR GREEN CO	79,941.33
EFT	11/18/2019	3890	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	422.07
EFT	11/18/2019	3891	Accounts Payable	JANSEN , DANIEL	418.00
EFT	11/18/2019	3892	Accounts Payable	KECK ENERGY	16,165.33
EFT	11/18/2019	3893	Accounts Payable	KELTEK INC	159.50
EFT	11/18/2019	3894	Accounts Payable	KRONOS SAASHR INC	6,159.92
EFT	11/18/2019	3895	Accounts Payable	LETZRING , JAMIE	151.33
EFT	11/18/2019	3896	Accounts Payable	LUNDE , SEAN	65.00
EFT	11/18/2019	3897	Accounts Payable	MANKE , BRUCE	210.54
EFT	11/18/2019	3898	Accounts Payable	MCANINCH CORPORATION	1,677,930.88
EFT	11/18/2019	3899	Accounts Payable	MCCLURE ENGINEERING COMPANY	48,148.75
EFT	11/18/2019	3900	Accounts Payable	MCCUBBIN , COURTNEY	366.00
EFT	11/18/2019	3901	Accounts Payable	McKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	108.87
EFT	11/18/2019	3902	Accounts Payable	MIDWEST WHEEL	506.90
EFT	11/18/2019	3903	Accounts Payable	MILES CAPITAL	6,047.02
EFT	11/18/2019	3904	Accounts Payable	MOBOTREX INC	294.00
EFT	11/18/2019	3905	Accounts Payable	OHNEMUS , JENNIFER	1,836.00
EFT	11/18/2019	3906	Accounts Payable	PARKER , SATONIUS	78.00
EFT	11/18/2019	3907	Accounts Payable	RASMUSSEN , RIAN	274.50
EFT	11/18/2019	3908	Accounts Payable	RELIABLE MAINTENANCE	37,345.00
EFT	11/18/2019	3909	Accounts Payable	REMOTE ADMIN INC	6,500.00
EFT	11/18/2019	3910	Accounts Payable	SCOTT , CHRIS	355.20
EFT	11/18/2019	3911	Accounts Payable	SHAPANSKY , JACOB	27.98
EFT	11/18/2019	3912	Accounts Payable	SHIELDS , CHARLES	138.00
EFT	11/18/2019	3913	Accounts Payable	SHIVE-HATTERY INC	23,498.88
EFT	11/18/2019	3914	Accounts Payable	SPS VAR LLC	1,750.00
EFT	11/18/2019	3915	Accounts Payable	SWEETALLA , SCOTT	4.64
EFT	11/18/2019	3916	Accounts Payable	SWINTON , ASHLEE	945.00
EFT	11/18/2019	3917	Accounts Payable	WACKER , RACHEL	114.00
EFT	11/18/2019	3918	Accounts Payable	WAYTEK INC	410.81
EFT	11/18/2019	3919	Accounts Payable	WEST DES MOINES WATER WORKS	6.46
EFT	11/18/2019	3920	Accounts Payable	YEAGER , LEMAR	2,039.00
EFT	11/18/2019	3921	Accounts Payable	DICKINSON , JIM	252.00

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

Type	Date	Number	Source	Payee Name	Transaction Amount
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WB VENDOR DISB WB Vendor Disbursement Totals:

Transactions: 201

Checks:	146	\$3,991,531.90	
EFTs:	55	\$2,311,717.67	

\$6,303,249.57

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

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB CONTROLPAY - WB ControlPay</b>					
EFT	11/18/2019	4599	Accounts Payable	ALTEC INDUSTRIES INC	131,709.00
EFT	11/18/2019	4600	Accounts Payable	ARAMARK UNIFORM SERVICES	2,987.17
EFT	11/18/2019	4601	Accounts Payable	ARROW STAGE LINES	5,535.00
EFT	11/18/2019	4602	Accounts Payable	BEACON ATHLETICS LLC	114.00
EFT	11/18/2019	4603	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,324.66
EFT	11/18/2019	4604	Accounts Payable	CLIVE POWER EQUIPMENT	285.21
EFT	11/18/2019	4605	Accounts Payable	CORE AND MAIN LP	158.57
EFT	11/18/2019	4606	Accounts Payable	CORN STATES METAL FABRICATORS INC	310.00
EFT	11/18/2019	4607	Accounts Payable	DES MOINES REGISTER MEDIA	3,494.02
EFT	11/18/2019	4608	Accounts Payable	ELECTRONIC ENGINEERING	545.00
EFT	11/18/2019	4609	Accounts Payable	EMERGENCY APPARATUS MAINT	4,260.71
EFT	11/18/2019	4610	Accounts Payable	FERGUSON ENTERPRISES INC 226	2.24
EFT	11/18/2019	4611	Accounts Payable	FORECAST PUBLIC ART	1,886.52
EFT	11/18/2019	4612	Accounts Payable	GALLS LLC	7,134.14
EFT	11/18/2019	4613	Accounts Payable	IMAGETEK INC	7,711.25
EFT	11/18/2019	4614	Accounts Payable	INLAND TRUCK PARTS CO	6,853.13
EFT	11/18/2019	4615	Accounts Payable	INTERFLEET INC	2,401.00
EFT	11/18/2019	4616	Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	11/18/2019	4617	Accounts Payable	IRON MOUNTAIN	223.48
EFT	11/18/2019	4618	Accounts Payable	KIMCO USA INC	697.00
EFT	11/18/2019	4619	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	199.00
EFT	11/18/2019	4620	Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	3,626.85
EFT	11/18/2019	4621	Accounts Payable	MENARDS	988.86
EFT	11/18/2019	4622	Accounts Payable	METRO WASTE AUTHORITY	48,529.04
EFT	11/18/2019	4623	Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	7,369.00
EFT	11/18/2019	4624	Accounts Payable	O'REILLY AUTOMOTIVE INC	46.90
EFT	11/18/2019	4625	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	3,032.12
EFT	11/18/2019	4626	Accounts Payable	PRAXAIR	369.11
EFT	11/18/2019	4627	Accounts Payable	PREFERRED PEST CONTROL	1,272.00
EFT	11/18/2019	4628	Accounts Payable	PUSH PEDAL PULL INC	611.96
EFT	11/18/2019	4629	Accounts Payable	RELIABLE PROPERTY SERVICES	2,076.02
EFT	11/18/2019	4630	Accounts Payable	ROCKMOUNT RESEARCH ALLOYS INC	469.24
EFT	11/18/2019	4631	Accounts Payable	SNYDER & ASSOCIATES	39,749.42

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

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	11/18/2019	4632	Accounts Payable	SPECIALTY GRAPHICS INC	335.09
EFT	11/18/2019	4633	Accounts Payable	SPINDUSTRY SYSTEMS INC	370.00
EFT	11/18/2019	4634	Accounts Payable	STAR EQUIPMENT LTD	1,645.00
EFT	11/18/2019	4635	Accounts Payable	STIVERS FORD (CONTROL PAY)	1,045.63
EFT	11/18/2019	4636	Accounts Payable	STRAUSS SAFE AND LOCK CO	225.55
EFT	11/18/2019	4637	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	132.00
EFT	11/18/2019	4638	Accounts Payable	TOMPKINS INDUSTRIES INC	310.95
EFT	11/18/2019	4639	Accounts Payable	UPHDM OCCUPATIONAL MEDICINE	2,760.00
EFT	11/18/2019	4640	Accounts Payable	VAISALA INC	2,970.00
EFT	11/18/2019	4641	Accounts Payable	WALNUT CREEK PROMOTIONS INC	1,161.00
EFT	11/18/2019	4642	Accounts Payable	WASTE MANAGEMENT OF IOWA	72.38
EFT	11/18/2019	4643	Accounts Payable	WOOD ROOFING COMPANY INC	422.52
EFT	11/18/2019	4644	Accounts Payable	ZOLL DATA- CO	1,974.21
EFT	11/18/2019	4645	Accounts Payable	ZOLL MEDICAL- NY	56.25
WB CONTROLPAY WB ControlPay Totals:					\$300,025.27

EFTs: 47 \$300,025.27

# Payment Register

From Payment Date: 10/22/2019 - To Payment Date: 12/01/2019

Number	Date	Payee Name	Transaction Amount
106	11/06/2019	WORLDPAY (FORMERLY VANTIV)	\$598.51
3832	12/01/2019	IOWA FINANCE AUTHORITY	\$19,510.00
3833	11/27/2019	UMB BANK NA	\$16,575.00
3834	11/27/2019	UMB BANK NA	\$12,675.00
3835	11/27/2019	UMB BANK NA	\$35,750.00
3836	11/27/2019	UMB BANK NA	\$62,850.00
3837	11/27/2019	UMB BANK NA	\$22,130.00
3838	11/27/2019	UMB BANK NA	\$115,268.75
3839	11/27/2019	UMB BANK NA	\$270,806.25
3840	11/27/2019	UMB BANK NA	\$114,523.75
3841	11/27/2019	UMB BANK NA	\$6,150.00
3842	11/27/2019	UMB BANK NA	\$62,475.00
3843	11/27/2019	UMB BANK NA	\$222,237.50
3844	11/27/2019	UMB BANK NA	\$72,075.00
3845	11/27/2019	UMB BANK NA	\$149,900.00
3846	11/27/2019	UMB BANK NA	\$55,018.75
3847	11/27/2019	UMB BANK NA	\$61,125.00
3848	11/27/2019	UMB BANK NA	\$168,921.88
3849	11/27/2019	UMB BANK NA	\$433,006.25
3850	11/27/2019	UMB BANK NA	\$60,931.25
3851	11/27/2019	UMB BANK NA	\$132,000.00
3852	11/27/2019	UMB BANK NA	\$250,921.88
3853	11/27/2019	UMB BANK NA	\$111,503.13
3854	11/27/2019	UMB BANK NA	\$280,441.25
3855	11/27/2019	UMB BANK NA	\$158,746.88
3856	11/27/2019	UMB BANK NA	\$156,840.84
3857	11/27/2019	UMB BANK NA	\$110,575.68
3858	11/27/2019	UMB BANK NA	\$101,385.28
3859	11/27/2019	UMB BANK NA	\$118,961.11
3860	11/27/2019	UMB BANK NA	\$191,150.00
3861	11/27/2019	UMB BANK NA	\$191,149.99
12030	11/18/2019	SUN PRAIRIE APARTMENTS	\$250.00
12031	11/18/2019	SUN PRAIRIE APARTMENTS	\$250.00
12032	11/18/2019	MIDAMERICAN ENERGY	\$382.74

# Payment Register

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

12033	11/18/2019	MIDAMERICAN ENERGY	\$224.00
12034	11/18/2019	MAPLE GROVE VILLAS	\$250.00
12035	11/18/2019	NEW HOME LLC	\$250.00
12036	11/18/2019	R&L INVESTMENTS	\$820.00
12037	11/18/2019	TRUE PARKWAY LLC	\$250.00
12038	11/18/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$250.00
12039	11/18/2019	NEWBURY MANAGEMENT	\$250.00
12040	11/18/2019	DM WESTERN VILLAGE MOBILE HOME PARK INC	\$249.70
12041	11/18/2019	MAPLE GROVE VILLAS	\$250.00
12042	11/18/2019	CARRIAGE PARK LLC	\$250.00
12043	11/18/2019	MIDAMERICAN ENERGY	\$252.21
12044	11/18/2019	SUN PRAIRIE APARTMENTS	\$250.00
			<b>\$3,770,632.58</b>

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

**ITEM:** Approval of Liquor Licenses

**DATE:** November 18, 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. Bonefish Grill, LLC, d/b/a Bonefish Grill, 650 South Prairie View Drive, Suite 100 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
2. FoodFirst Global Restaurants, Inc. d/b/a Bravo Cucina Italiana, 120 South Jordan Creek Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
3. Three Star Investment, Inc. d/b/a Flashmart #101, 3501 EP True Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
4. Kum & Go, L.C., d/b/a Kum & Go #3035, 7265 Vista Drive - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
5. Pad Thai Garden, LLC d/b/a Pad Thai Garden Restaurant, 1221 8th Street - Class BW Permit with Native Wine - Renewal
6. Mahajan, Inc. d/b/a Super Quick Liquor, 1800 22nd Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
7. Riley Drive Entertainment V, Inc., d/b/a Taco Hangover, 265 50th Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
8. Taste of New York, Inc. d/b/a Taste of New York, 165 South Jordan Creek Parkway, Suite 160 - Class BW Permit with 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**

**ITEM:**           Approval of Appointments  
                  Human Services Advisory Board

**DATE:** November 18, 2019

**FINANCIAL IMPACT:**   None

**BACKGROUND:**

Jessinda Madonia has served on the Human Services Advisory Board since June 2015, and Jered Rogers has served on the Board since July 2017. The Mayor and City Council thank both of them for their service to the community. Mayor Gaer would like to appoint Sean Fredregill to serve the remainder of the three-year term on the Human Services Advisory Board with an expiration of June 30, 2021, and Douglas Loots to serve the remainder of the three-year term with an expiration of June 30, 2022.

Sean Fredregill	4717 Aspen Drive	240-8125 (w)	277-7762 (h)
Douglas Loots	371 57th Court	776-3431 (w)	205-3755 (h)

**RECOMMENDATION:**

Motion – Approve Mayor’s recommendation for appointments to the Human Services Advisory Board.

**LEAD STAFF MEMBER:** Ryan T. Jacobson, City Clerk *RTJ*

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

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

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

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

Name: Fredregill Sean A  
Last First Middle

Address: 4717 Aspen Dr. W.Des Moines IA 50265  
Street City State Zip

Occupation: Small Business Owner / Filmmaker

Employer's Name & Address  
Studio Iowa  
2737 99th Street, Urbandale, IA 50322

~~MOBILE~~ Work Phone: 515-240-8125 When can you be reached at this number?: 7am-7pm

Home Phone: 515-277-7762 When can you be reached at this number?: 6pm-8pm

E-mail address: seanfredregill@gmail.com

Length of residence in West Des Moines: over 30 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:  
Children and Family Ministry Board, Faith Lutheran Church  
Cub Scout Pack 242 Committee Member

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

As a small business owner since 1996, I have many skills and much knowledge that could be beneficial to the Boards and

Commissions of The City of West Des Moines. I am a graduate of Valley High School and The University of Iowa, married with two children, and seeking to make a personal contribution to my community.

Please list two references other than a family member:

Name: Shawn FitzGerald Relationship: Co-Worker Phone: (515) 577-9762

Name: Kevin Carroll Relationship: Friend Phone: (515) 803-7273

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

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

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

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

Organization: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Male

Female

Applicant Signature:  Date: 10/10/2017

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

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

**CITY OF WEST DES MOINES, IOWA**

**APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS**

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Adjustment                 | <input checked="" type="checkbox"/> Water Works Board of Trustees |
| <input checked="" type="checkbox"/> Civil Service Commission | <input checked="" type="checkbox"/> Human Services Advisory Board |
| <input type="checkbox"/> Library Board of Trustees           | <input type="checkbox"/> Human Rights Commission                  |
| <input type="checkbox"/> Plan & Zoning Commission            | <input type="checkbox"/> Public Arts Advisory Commission          |
| <input type="checkbox"/> Sister Cities Commission            | <input type="checkbox"/> Valley Junction Events Committee         |
| <input type="checkbox"/> Bicycle Advisory Commission         | <input type="checkbox"/> Other _____                              |

Name: Loots, Douglas, W  
Last First Middle

Address: 371 57th Court, West Des Moines, IA 50266  
Street City State Zip

Occupation: Senior Vice President, Digital and Retail Information Technology

Employer's Name & Address  
Global Atlantic Financial Group, 215 10th St., Des Moines, IA 50309

Work Phone: 515.776.3431 When can you be reached at this number?: 8-5pm

Home Phone: 515.205.3755 When can you be reached at this number?: Anytime

E-mail address: lootsdw@gmail.com

Length of residence in West Des Moines: 22 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:  
The Rugby Foundation, 2003 - 2007 | University of Iowa Marketing Institute, 2006 - 2013

Global Insurance Accelerator, 2018 - Present | Depository Trust and Clearing Corporation, Technology Architecture Board, 2019 - Present

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

Since graduating from college in 1997, I have lived in and benefitted from the great community

that West Des Moines has become. My children are all old enough that I can begin to try to give back to the community that provides so much to my family. I believe I have the professional experience, education (MBA), ability, and the time to give back.

Please list two references other than a family member:

Name: Bo Schatzberg Relationship: Friend / Colleague Phone: 515.967.1516

Name: Alex Randell Relationship: Friend / Colleague Phone: 515.779.8096

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

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

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

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

Organization: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Male  Female

Applicant Signature: \_\_\_\_\_

Date: 2/15/2019

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

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

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

**ITEM:** Approval of Appointment to Due Diligence Committee

**DATE:** November 18, 2019

**Motion:** Approval of appointment to the Due Diligence Committee

**FINANCIAL IMPACT:** None

**BACKGROUND:** The Due Diligence Committee is a nine-member committee that establishes scoring criteria, reviews applications, and makes recommendations for funding from the Property Improvement Fund and the Regulatory Compliance Fund to the Finance and Administration City Council Subcommittee. In accordance with the adopted guidelines for the Due Diligence Committee, it is made up of three members suggested by the West Des Moines Chamber of Commerce, three representatives from the Historic West Des Moines study area, and three representatives from the City at-large.

The original appointments to the Due Diligence Committee were approved by City Council on February 6, 2017. Mr. Jim Miller, former Executive Director of the Historic Valley Junction Foundation, was among the original appointees, representing the Historic West Des Moines study area. He has since vacated that position and is no longer eligible to be a member of the Due Diligence Committee due to his relocation out of the area.

Staff is recommending the interim appointment of Jamie Lamb, Project Manager of the Historic Valley Junction Foundation, to the Due Diligence Committee as a representative of the Historic West Des Moines study area.

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

**RECOMMENDATION:** Motion to approve the interim appointment of Jamie Lamb, Project Manager of the Historic Valley Junction Foundation, to the Due Diligence Committee as a representative of the Historic West Des Moines study area.

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

**STAFF REVIEWS**

Department Director	Clyde E. Evans, Community and Economic Development Director
Appropriations/Finance	
Legal	<i>JDS</i>
Agenda Acceptance	<i>KH</i>

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

Published In	N/A
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

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

**ITEM:** Council/Manager Workshop – FY 2020-21 Budget Discussion **DATE:** November 18, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:** In preparation for the upcoming FY 2020-21 budget, a workshop need to be scheduled and the location reserved. Staff has scheduled the West Des Moines Law Enforcement Center-Training Room for a workshop on Saturday, January 25, 2020 at 8:00 am.

**OUTSTANDING ISSUES** (if any):

**RECOMMENDATION:** Motion – Establishing Council/Manager Workshop for Saturday, January 25, 2020 beginning at 8:00 am in the Training Room at the West Des Moines Law Enforcement Center.

**Lead Staff Member:** \_\_\_\_\_ **Chris Hamlett, Budget Analyst** 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Approving Annual Urban Renewal Report to the Iowa Department of Management

**DATE:** November 18, 2019

**FINANCIAL IMPACT:**

None

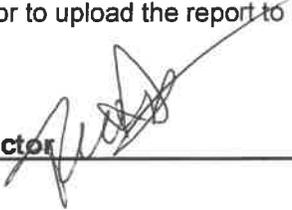
**BACKGROUND:**

House File 2460, signed by the Governor of Iowa on May 25, 2012, amended Iowa Code Section 384.22 to require each city and county in Iowa to obtain governing body approval for an Urban Renewal Report and subsequently file same electronically with the State. The Finance Department prepared the report for West Des Moines as of June 30, 2019, in the format prescribed by the Iowa Department of Management.

The report contains the information required by Iowa Code Section 384.22 and encompasses each of the City's active areas. The full report has been completed, but because it is 151 pages long, in an effort to conserve paper, it has only been distributed electronically to the Council – a hard copy is also available for public viewing in the City Clerk's office. If approved, staff will electronically submit the report to the State prior to the deadline of December 1, 2019. Upon submission to the State, the complete report and all supporting documents, including plan documents, ordinances, and maps, will be available for public viewing at the Iowa Department of Management's website.

**RECOMMENDATION:**

Approve the report and authorize the Finance Director to upload the report to the State of Iowa's database.

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

# Annual Urban Renewal Report, Fiscal Year 2018 - 2019

## Levy Authority Summary

Local Government Name: WEST DES MOINES  
 Local Government Number: 77G727

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
WEST DES MOINES JORDAN CREEK URBAN RENEWAL	25022	3
WEST DES MOINES MILLS PRKWY URBAN RENEWAL	25023	13
WEST DES MOINES WESTOWN V URBAN RENEWAL	25027	1
WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL	25028	7
WEST DES MOINES WOODLAND TIF 2011	25031	13
WEST DES MOINES COACHLIGHT DR URBAN RENEWAL	25037	2
WEST DES MOINES 8300 MILLS URBAN RENEWAL	25902	0
WEST DES MOINES IOWA CLINIC URBAN RENEWAL	25903	0
WEST DES MOINES MILLS PKWY URBAN RENEWAL	77058	1
WEST DES MOINES WESTOWN V URBAN RENEWAL	77076	2
WEST DES MOINES FULLER ROAD URBAN RENEWAL	77082	1
WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL	77087	1
WEST DES MOINES VAL-GATE URBAN RENEWAL	77090	3
WEST DES MOINES ALLUVION URBAN RENEWAL	77091	5
WEST DES MOINES HISTORIC URBAN RENEWAL	77097	2
WEST DES MOINES EP TRUE PARKWAY URBAN RENEWAL	77098	1
WEST DES MOINES MIDTOWN URBAN RENEWAL	77099	1
WEST DES MOINES 1525 GRAND URBAN RENEWAL	77901	0
WEST DES MOINES GRAND RIDGE URBAN RENEWAL	77902	0
WEST DES MOINES OSMIUM URBAN RENEWAL	91991	0

**TIF Debt Outstanding: 242,965,249**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:	4,935,408	773,570	Amount of 07-01-2018 Cash Balance Restricted for LMI
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TIF Revenue:	17,703,224
TIF Sp. Revenue Fund Interest:	356,972
Property Tax Replacement Claims	474,602
Asset Sales & Loan Repayments:	440,708
<b>Total Revenue:</b>	<b>18,975,506</b>

Rebate Expenditures:	3,195,445
Non-Rebate Expenditures:	17,033,380
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>20,228,825</b>

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:	3,682,089	1,076,953	Amount of 06-30-2019 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF  
 Obligations, Net of TIF Special  
 Revenue Fund Balance: 219,054,335**

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL  
 UR Area Number: 25022  
 UR Area Creation Date: 05/2000  
 UR Area Purpose: See attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT	25197	25198	178,762,144
WEST DES MOINES CITY AG/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT	25199	25200	0
WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF 2 INCREMENT (AMEND)	25280	25281	7,490,040

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	16,500	332,129,900	517,568,420	0	0	-225,944	897,354,316	0	897,354,316
Taxable	8,984	184,733,627	465,811,578	0	0	-225,944	688,022,281	0	688,022,281
Homestead Credits									814

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** **753,907** **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 4,944,838  
 TIF Sp. Revenue Fund Interest: 80,329  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 5,025,167**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 5,779,074  
 Returned to County Treasurer: 0  
**Total Expenditures: 5,779,074**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** **0** **0** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES JORDAN CREEK URBAN RENEWAL

### WestNet

Description:	Wireless Internet
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Public Safety Station #19

Description:	New Facility
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

### Wetlands Investigation

Description:	Long Range Planning
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

### S 81st Station #19 St Frontage

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### S 60th - EP True to Mills Civic

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### EP True - 60th to 74th

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### 68th Mills Civic to EP True

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **Mills Civic - 60th to 74th**

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **74th Ashworth to Mills Civic**

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **Median Enhancements**

Description:	Enhancements and improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **S 60th Coachlight to Applewood**

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **S 60th & Wistful Vista - Signal**

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **Brookview Underpass Drainage**

Description:	Widening, signalization and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## **EP True Widening - JCP to 81st**

Description:	Widening, signalization, and other improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

## Debts/Obligations For WEST DES MOINES JORDAN CREEK URBAN RENEWAL

### GO Series 2014A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	250,000
Interest:	5,000
Total:	255,000
Annual Appropriation?:	No
Date Incurred:	09/11/2014
FY of Last Payment:	2019

### GO Series 2010A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,390,000
Interest:	144,075
Total:	3,534,075
Annual Appropriation?:	No
Date Incurred:	03/04/2010
FY of Last Payment:	2019

### Internal Loan for EP True Widening

Debt/Obligation Type:	Internal Loans
Principal:	1,989,999
Interest:	0
Total:	1,989,999
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

## Non-Rebates For WEST DES MOINES JORDAN CREEK URBAN RENEWAL

TIF Expenditure Amount:	18,638
Tied To Debt:	GO Series 2010A
Tied To Project:	Median Enhancements
TIF Expenditure Amount:	92,150
Tied To Debt:	GO Series 2010A
Tied To Project:	WestNet
TIF Expenditure Amount:	370,606
Tied To Debt:	GO Series 2010A
Tied To Project:	Public Safety Station #19
TIF Expenditure Amount:	33,233
Tied To Debt:	GO Series 2010A
Tied To Project:	Wetlands Investigation
TIF Expenditure Amount:	5,448
Tied To Debt:	GO Series 2010A
Tied To Project:	S 81st Station #19 St Frontage
TIF Expenditure Amount:	114,574
Tied To Debt:	GO Series 2010A
Tied To Project:	S 60th - EP True to Mills Civic
TIF Expenditure Amount:	1,292,270
Tied To Debt:	GO Series 2010A
Tied To Project:	EP True - 60th to 74th
TIF Expenditure Amount:	196,494
Tied To Debt:	GO Series 2010A
Tied To Project:	68th Mills Civic to EP True
TIF Expenditure Amount:	22,768
Tied To Debt:	GO Series 2010A
Tied To Project:	Mills Civic - 60th to 74th
TIF Expenditure Amount:	1,387,894
Tied To Debt:	GO Series 2010A
Tied To Project:	74th Ashworth to Mills Civic
TIF Expenditure Amount:	22,868
Tied To Debt:	GO Series 2014A
Tied To Project:	Median Enhancements
TIF Expenditure Amount:	219,631
Tied To Debt:	GO Series 2014A
Tied To Project:	S 60th Coachlight to Applewood
TIF Expenditure Amount:	12,501

Tied To Debt:	GO Series 2014A
Tied To Project:	Brookview Underpass Drainage
TIF Expenditure Amount:	1,989,999
Tied To Debt:	Internal Loan for EP True Widening
Tied To Project:	EP True Widening - JCP to 81st

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL (25022)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT  
 TIF Taxing District Inc. Number: 25198  
 TIF Taxing District Base Year: 1999  
 FY TIF Revenue First Received: 2003  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2000

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	332,129,900	486,815,960	0	0	-225,944	866,585,356	0	866,585,356
Taxable	0	184,733,627	438,134,364	0	0	-225,944	660,336,083	0	660,336,083
Homestead Credits									814

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	13,763,390	660,336,083	178,762,144	481,573,939	12,842,928

FY 2019 TIF Revenue Received: 4,944,838

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL (25022)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/JORDAN CREEK URBAN TIF INCREMENT  
 TIF Taxing District Inc. Number: 25200  
 TIF Taxing District Base Year: 1999  
 FY TIF Revenue First Received: 2000  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2020

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2000

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	16,500	0	0	0	0	0	16,500	0	16,500
Taxable	8,984	0	0	0	0	0	8,984	0	8,984
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	694,030	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES JORDAN CREEK URBAN RENEWAL (25022)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/JORDAN CREEK URBAN TIF 2  
 INCREMENT (AMEND)  
 TIF Taxing District Inc. Number: 25281  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2003  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2023

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2003

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	30,752,460	0	0	0	30,752,460	0	30,752,460
Taxable	0	0	27,677,214	0	0	0	27,677,214	0	27,677,214
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	313,190	27,677,214	7,490,040	20,187,174	538,365

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL  
 UR Area Number: 25023  
 UR Area Creation Date: 07/1999  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT	25185	25186	0
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT	25187	25188	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1 INCREMENT (AMEND)	25274	25275	43,595,360
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1 INCREMENT (AMEND)	25276	25277	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3 INCREMENT (AMEND)	25288	25289	2,887,581
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 4 INCREMENT (AMEND)	25290	25291	1,167,318
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3 INCREMENT (AMEND)	25298	25299	0
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 5 INCREMENT	25338	25339	0
WEST DES MOINES CITY AG/WAUKEE SCH/ MILLS PKWY URBAN TIF 2 SUB 6 INCREMENT	25359	25360	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 6 INCREMENT	25361	25362	51,086,403
WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7 INCREMENT	25363	25364	0
WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7 INCREMENT	25369	25370	43,409,776
WEST DES MOINES CORP MILLS PKWY URB TIF 2 SUB 5 WAUKEE	25514	25515	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	362,210	26,863,650	286,772,050	0	0	-35,188	313,962,722	0	313,962,722
Taxable	197,215	14,941,821	258,094,845	0	0	-35,188	273,198,693	0	273,198,693
Homestead Credits									47

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** **3,267,345** **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	3,748,666
TIF Sp. Revenue Fund Interest:	124,188
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>3,872,854</b>

Rebate Expenditures:	381,222
Non-Rebate Expenditures:	5,784,273
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>6,165,495</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** **974,704** **0** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

### SJCP/MCP Signal Cabinet Reloc

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Mills Civic - SJCP to 81st

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### JC Parkway/Mills Cabinet Relocation

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Cascade Ave - S JC Pkwy to S 81st

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### S 81st - Mills Civic to Cascade Ave

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### S 88th St - Booneville to Grand Ave

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Grand Ave - 1/2 mile W of S 88th

Description:	Widening, signalization, and other improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

**S 60th/MCP to Grand**

Description: Widening, signalization, and other improvements  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

**Athene Rebate - Jobs**

Description: Athene Development Agreement  
Classification: Commercial - office properties  
Physically Complete: No  
Payments Complete: No

**Sugar Creek Conveyance Impr.**

Description: Stormwater Improvements  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

**GAR - MRO Rebate**

Description: Global Aviation Development Agreement  
Classification: Commercial - office properties  
Physically Complete: Yes  
Payments Complete: No

**S 60th - MCP to Grand Ph2**

Description: Widening, signalization, and other imprvoements  
Classification: Roads, Bridges & Utilities  
Physically Complete: No  
Payments Complete: No

**Johnson Creek Conveyance Improvements**

Description: Stormwater Improvements  
Classification: Roads, Bridges & Utilities  
Physically Complete: No  
Payments Complete: No

**S 88th St Grading**

Description: Widening, signalization, and other improvement  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

**Internal Loan**

Description: Internal Loan to Rec Plex Enterprise Fund  
Classification: Administrative expenses

Physically Complete: Yes  
Payments Complete: Yes

**FY 19 Legal Fees**

Description: Legal Fees for Plan Amendment  
Classification: Administrative expenses  
Physically Complete: Yes  
Payments Complete: Yes

## Debts/Obligations For WEST DES MOINES MILLS PRKWAY URBAN RENEWAL

### Athene - Job Creation Portion

Debt/Obligation Type:	Rebates
Principal:	1,616,649
Interest:	0
Total:	1,616,649
Annual Appropriation?:	Yes
Date Incurred:	10/14/2011
FY of Last Payment:	2021

### GO Series 2015C - Athene

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,570,000
Interest:	43,700
Total:	1,613,700
Annual Appropriation?:	No
Date Incurred:	04/07/2015
FY of Last Payment:	2020

### GAR-MRO - Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	11/02/2015
FY of Last Payment:	2024

### GO Series 2016B - Mills

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,175,000
Interest:	942,250
Total:	6,117,250
Annual Appropriation?:	No
Date Incurred:	06/15/2016
FY of Last Payment:	2024

### GO Series 2016B - Sub 7 Microsoft

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	7,010,000
Interest:	1,522,950
Total:	8,532,950
Annual Appropriation?:	No

Date Incurred:	06/15/2016
FY of Last Payment:	2031

### **GO Series 2017B - Mills**

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,020,000
Interest:	509,550
Total:	4,529,550
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2024

### **GO Series 2017E - Sub 7 Microsoft**

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,470,000
Interest:	740,743
Total:	4,210,743
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2029

### **Internal Loan to Rec Plex**

Debt/Obligation Type:	Internal Loans
Principal:	1,991,483
Interest:	0
Total:	1,991,483
Annual Appropriation?:	Yes
Date Incurred:	08/06/2018
FY of Last Payment:	2019

### **FY 19 Legal Fees**

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

## Non-Rebates For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

TIF Expenditure Amount: 404,608  
 Tied To Debt: GO Series 2015C - Athene  
 Tied To Project: Mills Civic - SJCP to 81st

TIF Expenditure Amount: 121,116  
 Tied To Debt: GO Series 2015C - Athene  
 Tied To Project: JC Parkway/Mills Cabinet  
 Relocation

TIF Expenditure Amount: 228,485  
 Tied To Debt: GO Series 2015C - Athene  
 Tied To Project: Cascade Ave - S JC Pkwy to S  
 81st

TIF Expenditure Amount: 232,191  
 Tied To Debt: GO Series 2015C - Athene  
 Tied To Project: S 81st - Mills Civic to Cascade  
 Ave

TIF Expenditure Amount: 366,980  
 Tied To Debt: GO Series 2017E - Sub 7  
 Microsoft  
 Tied To Project: S 88th St - Booneville to Grand  
 Ave

TIF Expenditure Amount: 6,883  
 Tied To Debt: GO Series 2017E - Sub 7  
 Microsoft  
 Tied To Project: Grand Ave - 1/2 mile W of S 88th

TIF Expenditure Amount: 1,018,750  
 Tied To Debt: GO Series 2016B - Mills  
 Tied To Project: S 60th/MCP to Grand

TIF Expenditure Amount: 99,080  
 Tied To Debt: GO Series 2016B - Sub 7  
 Microsoft  
 Tied To Project: S 88th St Grading

TIF Expenditure Amount: 374,929  
 Tied To Debt: GO Series 2016B - Sub 7  
 Microsoft  
 Tied To Project: S 88th St - Booneville to Grand  
 Ave

TIF Expenditure Amount: 178,679  
 Tied To Debt: GO Series 2016B - Sub 7  
 Microsoft  
 Tied To Project: Sugar Creek Conveyance Impr.

TIF Expenditure Amount:	755,700
Tied To Debt:	GO Series 2017B - Mills
Tied To Project:	S 60th - MCP to Grand Ph2

TIF Expenditure Amount:	1,537
Tied To Debt:	GO Series 2016B - Sub 7 Microsoft
Tied To Project:	Johnson Creek Conveyance Improvements

TIF Expenditure Amount:	1,991,483
Tied To Debt:	Internal Loan to Rec Plex
Tied To Project:	Internal Loan

TIF Expenditure Amount:	3,852
Tied To Debt:	FY 19 Legal Fees
Tied To Project:	FY 19 Legal Fees

## Rebates For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

### Athene USA Corporation

TIF Expenditure Amount:	381,222
Rebate Paid To:	Athene USA Corporation
Tied To Debt:	Athene - Job Creation Portion
Tied To Project:	Athene Rebate - Jobs
Projected Final FY of Rebate:	2022

### GAR-MRO (Global Aviation)

TIF Expenditure Amount:	0
Rebate Paid To:	GAR-MRO
Tied To Debt:	GAR-MRO - Rebate
Tied To Project:	GAR - MRO Rebate
Projected Final FY of Rebate:	2024

## Jobs For WEST DES MOINES MILLS PRKWY URBAN RENEWAL

Project:	Athene Rebate - Jobs
Company Name:	Athene (formerly Aviva USA)
Date Agreement Began:	01/28/2008
Date Agreement Ends:	10/20/2020
Number of Jobs Created or Retained:	1,327
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	55,000,000
Total Estimated Cost of Public Infrastructure:	7,000,000

Project:	GAR - MRO Rebate
Company Name:	GAR - MRO (dba Global Aviation)
Date Agreement Began:	11/02/2015
Date Agreement Ends:	06/30/2023
Number of Jobs Created or Retained:	23
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,200,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWAY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT  
 TIF Taxing District Inc. Number: 25186  
 TIF Taxing District Base Year: 1998  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1999

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	310,270	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWAY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF INCREMENT  
 TIF Taxing District Inc. Number: 25188  
 TIF Taxing District Base Year: 1998  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	07/1999

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	38,970	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1  
 INCREMENT (AMEND)  
 TIF Taxing District Inc. Number: 25275  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	179,000,010	0	0	0	179,000,010	0	179,000,010
Taxable	0	0	161,100,009	0	0	0	161,100,009	0	161,100,009
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	59,420	161,100,009	43,595,360	117,504,649	3,133,691

FY 2019 TIF Revenue Received: 1,270,888

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 1  
 INCREMENT (AMEND)  
 TIF Taxing District Inc. Number: 25277  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,880	0	0	0	0	0	1,880	0	1,880
Taxable	1,024	0	0	0	0	0	1,024	0	1,024
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	143,082	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3  
 INCREMENT (AMEND)  
 TIF Taxing District Inc. Number: 25289  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	19,172,100	7,630	0	0	0	19,179,730	0	19,179,730
Taxable	0	10,663,712	6,867	0	0	0	10,670,579	0	10,670,579
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	28,870	10,670,579	2,887,581	7,782,998	207,562

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 4  
 INCREMENT (AMEND)  
 TIF Taxing District Inc. Number: 25291  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,624,990	80,580	0	0	-35,188	7,670,382	0	7,670,382
Taxable	0	4,241,088	72,522	0	0	-35,188	4,278,422	0	4,278,422
Homestead Credits									47

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	484,820	4,278,422	1,167,318	3,111,104	82,969

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 3  
 INCREMENT (AMEND)  
 TIF Taxing District Inc. Number: 25299  
 TIF Taxing District Base Year: 2002  
 FY TIF Revenue First Received: 2004  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	126,940	0	0	0	0	0	126,940	0	126,940
Taxable	69,116	0	0	0	0	0	69,116	0	69,116
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	195,058	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 5  
 INCREMENT  
 TIF Taxing District Inc. Number: 25339  
 TIF Taxing District Base Year: 2006  
 FY TIF Revenue First Received: 2007  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2003

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	24,290	0	0	0	0	0	24,290	0	24,290
Taxable	13,225	0	0	0	0	0	13,225	0	13,225
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	34,150	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/ MILLS PKWY URBAN TIF 2 SUB 6  
 INCREMENT  
 TIF Taxing District Inc. Number: 25360  
 TIF Taxing District Base Year: 2007  
 FY TIF Revenue First Received: 2011  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2031

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2008

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	74,110	0	0	0	0	0	74,110	0	74,110
Taxable	40,351	0	0	0	0	0	40,351	0	40,351
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	32,240	40,351	0	40,351	800

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 6  
 INCREMENT  
 TIF Taxing District Inc. Number: 25362  
 TIF Taxing District Base Year: 2007  
 FY TIF Revenue First Received: 2011  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2031

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2008

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	56,762,670	0	0	0	56,762,670	0	56,762,670
Taxable	0	0	51,086,403	0	0	0	51,086,403	0	51,086,403
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	45,670	51,086,403	51,086,403	0	0

FY 2019 TIF Revenue Received: 1,320,098

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7  
 INCREMENT  
 TIF Taxing District Inc. Number: 25364  
 TIF Taxing District Base Year: 1998  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2008

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	134,990	0	0	0	0	0	134,990	0	134,990
Taxable	73,499	0	0	0	0	0	73,499	0	73,499
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	134,370	620	0	620	12

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/MILLS PKWY URBAN TIF 2 SUB 7  
 INCREMENT  
 TIF Taxing District Inc. Number: 25370  
 TIF Taxing District Base Year: 1998  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2010

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	66,560	48,191,950	0	0	0	48,258,510	0	48,258,510
Taxable	0	37,021	43,372,755	0	0	0	43,409,776	0	43,409,776
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	10,170	43,409,776	43,409,776	0	0

FY 2019 TIF Revenue Received: 1,157,680

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PRKWY URBAN RENEWAL (25023)  
 TIF Taxing District Name: WEST DES MOINES CORP MILLS PKWY URB TIF 2 SUB 5 WAUKEE  
 TIF Taxing District Inc. Number: 25515  
 TIF Taxing District Base Year: 2006  
 FY TIF Revenue First Received: 2018  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2038

	UR Designation
Slum	No
Blighted	No
Economic Development	06/2018

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,729,210	0	0	0	2,729,210	0	2,729,210
Taxable	0	0	2,456,289	0	0	0	2,456,289	0	2,456,289
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	2,456,289	0	2,456,289	65,506

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL  
 UR Area Number: 25027

UR Area Creation Date: 11/2009

UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/WESTOWN V URB TIF 09 INCREMENT	25377	25378	18,648,880

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	263,175,700	0	0	0	263,175,700	0	263,175,700
Taxable	0	0	236,858,130	0	0	0	236,858,130	0	236,858,130
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** **14,492** **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 497,340  
 TIF Sp. Revenue Fund Interest: 25,802  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 438,708  
**Total Revenue: 961,850**

Rebate Expenditures: 99,288  
 Non-Rebate Expenditures: 15,030  
 Returned to County Treasurer: 0  
**Total Expenditures: 114,318**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** **862,024** **0** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES WESTOWN V URBAN RENEWAL

### Under grounding of electrical power lines near 59th Place and 60th Street

Description:	under grounding electrical power lines
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### Merchants Bonding

Description:	Merchants Bonding Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

### Hy Vee

Description:	Hy Vee Corporate Development Agreement
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

### FY 19 Legal Fees

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

### Wolfe Eye Clinic

Description:	Wolfe Eye Clinic Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

# Debts/Obligations For WEST DES MOINES WESTOWN V URBAN RENEWAL

## Ryan / Merchants Agreement

Debt/Obligation Type:	Rebates
Principal:	357,879
Interest:	0
Total:	357,879
Annual Appropriation?:	Yes
Date Incurred:	09/22/2014
FY of Last Payment:	2022

## Hy Vee Agreement

Debt/Obligation Type:	Rebates
Principal:	533,000
Interest:	0
Total:	533,000
Annual Appropriation?:	Yes
Date Incurred:	03/09/2015
FY of Last Payment:	2025

## Wolfe Eye Clinic

Debt/Obligation Type:	Rebates
Principal:	370,113
Interest:	0
Total:	370,113
Annual Appropriation?:	Yes
Date Incurred:	06/25/2018
FY of Last Payment:	2026

## FY 19 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

## Underground Power Lines

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes

Date Incurred: 06/30/2019  
FY of Last Payment: 2019

## Non-Rebates For WEST DES MOINES WESTOWN V URBAN RENEWAL

TIF Expenditure Amount:	10,174
Tied To Debt:	FY 19 Legal Fees
Tied To Project:	FY 19 Legal Fees

TIF Expenditure Amount:	4,856
Tied To Debt:	Underground Power Lines
Tied To Project:	Under grounding of electrical power lines near 59th Place and 60th Street

## Rebates For WEST DES MOINES WESTOWN V URBAN RENEWAL

### Merchants Bonding

TIF Expenditure Amount:	99,288
Rebate Paid To:	Merchants Bonding
Tied To Debt:	Ryan / Merchants Agreement
Tied To Project:	Merchants Bonding
Projected Final FY of Rebate:	2022

## Jobs For WEST DES MOINES WESTOWN V URBAN RENEWAL

Project:	Merchants Bonding
Company Name:	Ryan Co. (landlord) & Merchants Bonding (tenant)
Date Agreement Began:	09/22/2014
Date Agreement Ends:	12/31/2022
Number of Jobs Created or Retained:	12
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	10,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hy Vee
Company Name:	Hy Vee
Date Agreement Began:	03/09/2015
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	270
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	24,900,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Wolfe Eye Clinic
Company Name:	Wolfe Eye Clinic
Date Agreement Began:	06/25/2018
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	500,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL (25027)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/WESTOWN V URB TIF 09 INCREMENT  
 TIF Taxing District Inc. Number: 25378  
 TIF Taxing District Base Year: 2008  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2024

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2009

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	263,175,700	0	0	0	263,175,700	0	263,175,700
Taxable	0	0	236,858,130	0	0	0	236,858,130	0	236,858,130
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	244,526,820	18,648,880	18,648,880	0	0

FY 2019 TIF Revenue Received: 497,340

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL  
 UR Area Number: 25028  
 UR Area Creation Date: 11/2009  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT	25381	25382	0
WEST DES MOINES CITY AG/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT	25383	25384	0
WDM CITY AG EXEMPT/PI'15/WK SCH/ASH AMEND#1 '16 TIF INCREMENT	25442	25443	0
WDM CITY ASHWORTH TIF PI 2011/WAUKEE SCH/AMEND#1-INCREMENT	25444	25445	0
WDM CITY/WK SCH/ASHWORTH URB AMEND #1 '16 INCREMENT	25531	25532	38,318,600
WDM CITY AG/WK SCH/ASHWORTH URB AMEND #1 '16 INCREMENT	25533	25534	0
WDM CITY EXEMPT/WK SCH/PHASE-IN '15/ASH URB AMEND#1 '16 INCREMENT	25539	25540	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	212,470	38,811,040	168,747,855	0	0	-20,372	207,942,318	0	207,942,318
Taxable	115,687	21,587,043	151,873,070	0	0	-20,372	173,706,097	0	173,706,097
Homestead Credits									57

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** **6,164** **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	1,013,908
TIF Sp. Revenue Fund Interest:	16,073
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>1,029,981</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	493,287
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>493,287</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** **542,858** **0** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL

### Newport

Description:	Newport Building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

### Westfield

Description:	Westfield Building
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

### FY 19 Legal Fees

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

### Ballenger

Description:	Ballenger Office Building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

### LTR Pointe

Description:	LTR Pointe Office Building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

### Ashworth - JCP to 81st

Description:	Ashworth Rd - JCP to 81st
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Ashworth - 81st to 88th

Description:	Ashworth Rd - 81st to 88th
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes

Payments Complete: No

**Ashworth - 88th to 98th**

Description: Ashworth Rd - 88th to 98th  
Classification: Roads, Bridges & Utilities  
Physically Complete: No  
Payments Complete: No

**Ashworth & JCP Intersection**

Description: Intersection Impr. - Ashworth & JCP  
Classification: Roads, Bridges & Utilities  
Physically Complete: Yes  
Payments Complete: No

## Debts/Obligations For WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL

### Newport Building

Debt/Obligation Type:	Rebates
Principal:	384,317
Interest:	0
Total:	384,317
Annual Appropriation?:	Yes
Date Incurred:	08/22/2016
FY of Last Payment:	2024

### Westfield Building

Debt/Obligation Type:	Rebates
Principal:	3,469,813
Interest:	0
Total:	3,469,813
Annual Appropriation?:	Yes
Date Incurred:	01/23/2017
FY of Last Payment:	2024

### 2018 Series B Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	12,540,000
Interest:	4,334,594
Total:	16,874,594
Annual Appropriation?:	No
Date Incurred:	06/13/2018
FY of Last Payment:	2031

### 2019 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	8,172
Interest:	0
Total:	8,172
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

### Ballenger Building

Debt/Obligation Type:	Rebates
Principal:	168,955
Interest:	0
Total:	168,955
Annual Appropriation?:	Yes

Date Incurred: 08/06/2018  
FY of Last Payment: 2026

**LTR Pointe Building**

Debt/Obligation Type: Rebates  
Principal: 105,770  
Interest: 0  
Total: 105,770  
Annual Appropriation?: Yes  
Date Incurred: 08/06/2018  
FY of Last Payment: 2025

## Non-Rebates For WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL

TIF Expenditure Amount:	8,171
Tied To Debt:	2019 Legal Fees
Tied To Project:	FY 19 Legal Fees

TIF Expenditure Amount:	110,371
Tied To Debt:	2018 Series B Bonds
Tied To Project:	Ashworth - JCP to 81st

TIF Expenditure Amount:	309,741
Tied To Debt:	2018 Series B Bonds
Tied To Project:	Ashworth - 81st to 88th

TIF Expenditure Amount:	63,150
Tied To Debt:	2018 Series B Bonds
Tied To Project:	Ashworth - 88th to 98th

TIF Expenditure Amount:	1,854
Tied To Debt:	2018 Series B Bonds
Tied To Project:	Ashworth & JCP Intersection

## Jobs For WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL

Project:	Newport
Company Name:	R&R Realty, Newport Bldg LLC, INTL FC Stone, and E-Path USA
Date Agreement Began:	08/22/2016
Date Agreement Ends:	12/31/2025
Number of Jobs Created or Retained:	103
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	11,780,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Westfield
Company Name:	R&R Realty and Westfield Building LLC
Date Agreement Began:	01/23/2017
Date Agreement Ends:	12/31/2026
Number of Jobs Created or Retained:	89
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	27,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Ballenger
Company Name:	Ballenger Real Estate LLC
Date Agreement Began:	08/06/2018
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	2,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	LTR Pointe
Company Name:	LTR Pointe, LLC
Date Agreement Began:	08/06/2018
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	925,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WEST DES MOINES CITY/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT  
 TIF Taxing District Inc. Number: 25382  
 TIF Taxing District Base Year: 2008  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WEST DES MOINES CITY AG/WAUKEE SCH/ASHWORTH CORRIDOR URB TIF 09 INCREMENT  
 TIF Taxing District Inc. Number: 25384  
 TIF Taxing District Base Year: 2008  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WDM CITY AG EXEMPT/PI'15/WK SCH/ASH AMEND#1 '16 TIF INCREMENT  
 TIF Taxing District Inc. Number: 25443  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	13,710	0	0	0	0	0	13,710	0	13,710
Taxable	7,465	0	0	0	0	0	7,465	0	7,465
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	7,920	5,790	0	5,790	97

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WDM CITY ASHWORTH TIF PI 2011/WAUKEE SCH/AMEND#1-INCREMENT  
 TIF Taxing District Inc. Number: 25445  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WDM CITY/WK SCH/ASHWORTH URB AMEND #1 '16 INCREMENT  
 TIF Taxing District Inc. Number: 25532  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received: 2018  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2038

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	38,780,610	168,747,855	0	0	-20,372	207,699,418	0	207,699,418
Taxable	0	21,570,118	151,873,070	0	0	-20,372	173,573,485	0	173,573,485
Homestead Credits									57

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	169,315,710	38,404,080	38,318,600	85,480	2,280

FY 2019 TIF Revenue Received: 1,013,908

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WDM CITY AG/WK SCH/ASHWORTH URB AMEND #1 '16 INCREMENT  
 TIF Taxing District Inc. Number: 25534  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	198,760	0	0	0	0	0	198,760	0	198,760
Taxable	108,222	0	0	0	0	0	108,222	0	108,222
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	284,240	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ASHWORTH CORRIDOR URBAN RENEWAL (25028)  
 TIF Taxing District Name: WDM CITY EXEMPT/WK SCH/PHASE-IN '15/ASH URB AMEND#1 '16  
 INCREMENT  
 TIF Taxing District Inc. Number: 25540  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	30,430	0	0	0	0	30,430	0	30,430
Taxable	0	16,925	0	0	0	0	16,925	0	16,925
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	131,140	0	0	0	0

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011  
 UR Area Number: 25031  
 UR Area Creation Date: 06/2011  
 UR Area Purpose: see attached documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WEST DES MOINES CITY WDLND TIF 2011 SUB A/WAUKEE SCH-INCREMENT	25446	25447	0
WEST DES MOINES CITY WDLND TIF 2011 SUB C/WAUKEE SCH-INCREMENT	25448	25449	0
WEST DES MOINES CITY WDLND TIF 2011 SUB D/WAUKEE SCH-INCREMENT	25450	25451	0
WEST DES MOINES CITY WDLND TIF 2011 SUB E/WAUKEE SCH-INCREMENT	25452	25453	166,680
WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	25454	25455	0
WEST DES MOINES CITY WDLND TIF 2011 SUB G/WAUKEE SCH-INCREMENT	25456	25457	3,339,164
WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	25458	25459	13,223,624
WEST DES MOINES CITY WDLND TIF 2011 SUB R-2/WAUKEE SCH-INCREMENT	25460	25461	12,425,858
WEST DES MOINES CITY WDLND TIF 2011 SUB R-3/WAUKEE SCH-INCREMENT	25462	25463	28,475,932
WEST DES MOINES CITY AG WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	25464	25465	0
WEST DES MOINES CITY AG WDLND TIF 2011 SUB G/WAUKEE SCH-INCREMENT	25466	25467	0
WEST DES MOINES CITY WDLND TIF 2011 SUB B/WAUKEE SCH-INCREMENT	25470	25471	0
WDM CITY AG/WK SCH/WDLND URB 11 SUB B TIF INCREMENT	25574	25575	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	104,420	142,573,560	360,310	0	0	-24,076	143,014,214	0	143,014,214
Taxable	56,854	79,300,702	324,279	0	0	-24,076	79,657,759	0	79,657,759
Homestead Credits									178

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** **839,734** **773,570** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 1,540,433  
 TIF Sp. Revenue Fund Interest: 58,148  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 2,000  
**Total Revenue: 1,600,581**

Rebate Expenditures: 955,669  
 Non-Rebate Expenditures: 338,156  
 Returned to County Treasurer: 0  
**Total Expenditures: 1,293,825**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** **1,146,490** **1,076,953** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES WOODLAND TIF 2011

### KTJ 201 LLC

Description:	Rebate Agreement
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

### LMI Requirement

Description:	LMI Projects
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	Yes

### Booneville Road Pvmt

Description:	Booneville Road Reconstruction - S 88th to S 100th
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### Booneville Sugar Creek Bridge

Description:	Replace Bridge over Sugar Creek on Booneville Rd
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES WOODLAND TIF 2011

### KTJ Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	2,045,664
Interest:	0
Total:	2,045,664
Annual Appropriation?:	Yes
Date Incurred:	10/27/2011
FY of Last Payment:	2020

### LMI Requirement

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	773,570
Interest:	0
Total:	773,570
Annual Appropriation?:	Yes
Date Incurred:	07/01/2014
FY of Last Payment:	2025

### 2019 D Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,320,000
Interest:	1,074,961
Total:	6,394,961
Annual Appropriation?:	No
Date Incurred:	06/03/2019
FY of Last Payment:	2025

## Non-Rebates For WEST DES MOINES WOODLAND TIF 2011

TIF Expenditure Amount:	338,156
Tied To Debt:	LMI Requirement
Tied To Project:	LMI Requirement

## Rebates For WEST DES MOINES WOODLAND TIF 2011

### KTJ 201 LLC

TIF Expenditure Amount:	955,669
Rebate Paid To:	KTJ 201 LLC
Tied To Debt:	KTJ Rebate Agreement
Tied To Project:	KTJ 201 LLC
Projected Final FY of Rebate:	2020

## Income Housing For WEST DES MOINES WOODLAND TIF 2011

Amount of FY 2019 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
<hr/>	
Lots for low and moderate income housing:	16,406
Construction of low and moderate income housing:	320,000
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	1,750
Other low and moderate income housing assistance:	0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB A/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25447	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,318,800	0	0	0	0	2,318,800	0	2,318,800
Taxable	0	1,289,738	0	0	0	0	1,289,738	0	1,289,738
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	2,999,650	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB C/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25449	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,960	0	0	0	0	3,960	0	3,960
Taxable	0	2,202	0	0	0	0	2,202	0	2,202
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	3,960	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB D/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25451	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,320	0	0	0	0	1,320	0	1,320
Taxable	0	734	0	0	0	0	734	0	734
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1,320	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB E/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25453	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	721,610	0	0	0	0	721,610	0	721,610
Taxable	0	401,366	0	0	0	0	401,366	0	401,366
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	506,980	214,630	166,680	47,950	1,279

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25455	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,640	0	0	0	0	2,640	0	2,640
Taxable	0	1,468	0	0	0	0	1,468	0	1,468
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	2,640	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB G/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25457	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,729,740	0	0	0	-3,704	7,726,036	0	7,726,036
Taxable	0	4,299,362	0	0	0	-3,704	4,295,658	0	4,295,658
Homestead Credits									18

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1,250	4,295,658	3,339,164	956,494	25,508

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB F/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25459	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:	2014	<b>UR Designation</b>
Subject to a Statutory end date?	Yes	Slum No
Fiscal year this TIF Taxing District		Blighted No
statutorily ends:	2024	Economic Development 06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	37,217,330	0	0	0	0	37,217,330	0	37,217,330
Taxable	0	20,700,613	0	0	0	0	20,700,613	0	20,700,613
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	20,191,140	17,026,190	13,223,624	3,802,566	101,409

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES WOODLAND TIF 2011 (25031)	
TIF Taxing District Name:	WEST DES MOINES CITY WDLND TIF 2011 SUB R-2/WAUKEE SCH-INCREMENT	
TIF Taxing District Inc. Number:	25461	
TIF Taxing District Base Year:	2011	
FY TIF Revenue First Received:		<b>UR Designation</b>
Subject to a Statutory end date?	No	Slum No
		Blighted No
		Economic Development 06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	28,764,430	0	0	0	-9,260	28,755,170	0	28,755,170
Taxable	0	15,999,033	0	0	0	-9,260	15,989,773	0	15,989,773
Homestead Credits									58

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	672,300	15,989,773	12,425,858	3,563,915	95,045

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)  
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB R-3/WAUKEE SCH-  
 INCREMENT  
 TIF Taxing District Inc. Number: 25463  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received: 2015  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District  
 statutorily ends: 2025

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	65,335,440	360,310	0	0	-11,112	65,684,638	0	65,684,638
Taxable	0	36,340,155	324,279	0	0	-11,112	36,653,322	0	36,653,322
Homestead Credits									100

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	9,320,920	36,653,322	28,475,932	8,177,390	218,080

FY 2019 TIF Revenue Received: 1,540,433

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)  
 TIF Taxing District Name: WEST DES MOINES CITY AG WDLND TIF 2011 SUB F/WAUKEE SCH-  
 INCREMENT  
 TIF Taxing District Inc. Number: 25465  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	39,150	0	0	0	0	0	39,150	0	39,150
Taxable	21,316	0	0	0	0	0	21,316	0	21,316
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	32,440	6,710	0	6,710	133

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)  
 TIF Taxing District Name: WEST DES MOINES CITY AG WDLND TIF 2011 SUB G/WAUKEE SCH-INCREMENT  
 TIF Taxing District Inc. Number: 25467  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	53,760	0	0	0	0	0	53,760	0	53,760
Taxable	29,271	0	0	0	0	0	29,271	0	29,271
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	63,390	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)  
 TIF Taxing District Name: WEST DES MOINES CITY WDLND TIF 2011 SUB B/WAUKEE SCH-INCREMENT  
 TIF Taxing District Inc. Number: 25471  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2011

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	478,290	0	0	0	0	478,290	0	478,290
Taxable	0	266,031	0	0	0	0	266,031	0	266,031
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	541,340	0	0	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WOODLAND TIF 2011 (25031)  
 TIF Taxing District Name: WDM CITY AG/WK SCH/WDLND URB 11 SUB B TIF INCREMENT  
 TIF Taxing District Inc. Number: 25575  
 TIF Taxing District Base Year: 2011  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	11,510	0	0	0	0	0	11,510	0	11,510
Taxable	6,267	0	0	0	0	0	6,267	0	6,267
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	6,267	0	6,267	124

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES COACHLIGHT DR URBAN RENEWAL  
 UR Area Number: 25037  
 UR Area Creation Date: 02/2017  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
WDM CITY/WK SCH/COACHLIGHT ORD'17 TIF INCREMENT	25554	25555	0
WDM CITY AG/WK SCH/COACHLIGHT ORD'17 TIF INCREMENT	25556	25557	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	93,340	44,880	14,550	0	0	0	152,770	0	152,770
Taxable	50,822	24,963	13,095	0	0	0	88,880	0	88,880
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** -92,875      **0**      **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>0</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	223,785
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>223,785</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** -316,660      **0**      **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES COACHLIGHT DR URBAN RENEWAL

### FY 19 Legal Fees

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

### Hurd Parkways

Description:	Hurd Development Agreement
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	Yes

### IMT Insurance

Description:	IMT Development Agreement
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

### Coachlight - JCP to 81st

Description:	Coachlight Drive & 77th - JCP to 81st
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Mills - JCP to 81st

Description:	Widening Mills Pkwy - JCP to 81st
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Parkways Turn Lane

Description:	Parkways RT Turn Lane from SB JCP
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES COACHLIGHT DR URBAN RENEWAL

### FY 19 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

### GO Series 2018 C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,155,000
Interest:	2,513,820
Total:	8,668,820
Annual Appropriation?:	No
Date Incurred:	06/13/2018
FY of Last Payment:	2037

### Hurd Parkways

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	08/07/2017
FY of Last Payment:	2018

### IMT Insurance

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	08/07/2017
FY of Last Payment:	2025

### GO Series 2019 C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,105,000
Interest:	1,416,335
Total:	6,521,335
Annual Appropriation?:	No

Date Incurred: 06/03/2019  
FY of Last Payment: 2031

## Non-Rebates For WEST DES MOINES COACHLIGHT DR URBAN RENEWAL

TIF Expenditure Amount:	8,212
Tied To Debt:	FY 19 Legal Fees
Tied To Project:	FY 19 Legal Fees

TIF Expenditure Amount:	119,615
Tied To Debt:	GO Series 2018 C
Tied To Project:	Coachlight - JCP to 81st

TIF Expenditure Amount:	95,146
Tied To Debt:	GO Series 2018 C
Tied To Project:	Mills - JCP to 81st

TIF Expenditure Amount:	812
Tied To Debt:	GO Series 2018 C
Tied To Project:	Parkways Turn Lane

## Jobs For WEST DES MOINES COACHLIGHT DR URBAN RENEWAL

Project:	IMT Insurance
Company Name:	IMT Insurance
Date Agreement Began:	08/07/2017
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	33
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	25,000,000
Total Estimated Cost of Public Infrastructure:	7,000,000

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES COACHLIGHT DR URBAN RENEWAL (25037)  
 TIF Taxing District Name: WDM CITY/WK SCH/COACHLIGHT ORD'17 TIF INCREMENT  
 TIF Taxing District Inc. Number: 25555

TIF Taxing District Base Year:	0	<b>UR Designation</b>	
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	44,880	14,550	0	0	0	59,430	0	59,430
Taxable	0	24,963	13,095	0	0	0	38,058	0	38,058
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	38,058	0	38,058	1,015

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES COACHLIGHT DR URBAN RENEWAL (25037)  
 TIF Taxing District Name: WDM CITY AG/WK SCH/COACHLIGHT ORD'17 TIF INCREMENT  
 TIF Taxing District Inc. Number: 25557

TIF Taxing District Base Year:	0	<b>UR Designation</b>	
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	93,340	0	0	0	0	0	93,340	0	93,340
Taxable	50,822	0	0	0	0	0	50,822	0	50,822
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	50,822	0	50,822	1,008

FY 2019 TIF Revenue Received: 0



## Projects For WEST DES MOINES 8300 MILLS URBAN RENEWAL

### 0510 006 2019

Description:	S 81st & Cascade Widening
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### 0510 007 2019

Description:	S 85th St - Cascade to Mills
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### Sammons Development Agreement

Description:	Development Agreement with Sammons Finacial
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES 8300 MILLS URBAN RENEWAL

### Series 2019 B GO URA Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,945,000
Interest:	1,247,451
Total:	6,192,451
Annual Appropriation?:	No
Date Incurred:	06/03/2019
FY of Last Payment:	2026

### Sammons Development Agreement

Debt/Obligation Type:	Rebates
Principal:	14,588,130
Interest:	0
Total:	14,588,130
Annual Appropriation?:	Yes
Date Incurred:	03/18/2019
FY of Last Payment:	2038

## Rebates For WEST DES MOINES 8300 MILLS URBAN RENEWAL

### 8300 Mills Pkwy - Sammons

TIF Expenditure Amount:	75,825
Rebate Paid To:	West Des Moines Water Works
Tied To Debt:	Sammons Development Agreement
Tied To Project:	Sammons Development Agreement
Projected Final FY of Rebate:	2038

## Jobs For WEST DES MOINES 8300 MILLS URBAN RENEWAL

Project:	Sammons Development Agreement
Company Name:	Sammons Finacial
Date Agreement Began:	03/08/2019
Date Agreement Ends:	06/30/2039
Number of Jobs Created or Retained:	800
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	55,000,000
Total Estimated Cost of Public Infrastructure:	4,500,000



**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PKWY URBAN RENEWAL  
 UR Area Number: 77058  
 UR Area Creation Date: 07/1999  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/14 AMD #5 99 MILLS PKWY TIF INCR	77885	77886	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	185,100	13,400,000	0	0	0	13,585,100	0	13,585,100
Taxable	0	102,955	12,060,000	0	0	0	12,162,955	0	12,162,955
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0      **Amount of 07-01-2018 Cash Balance Restricted for LMI** 0

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>0</b>
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>0</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0      **Amount of 06-30-2019 Cash Balance Restricted for LMI** 0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MILLS PKWY URBAN RENEWAL (77058)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/14 AMD #5 99 MILLS PKWY TIF INCR  
 TIF Taxing District Inc. Number: 77886  
 TIF Taxing District Base Year: 2013  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	185,100	13,400,000	0	0	0	13,585,100	0	13,585,100
Taxable	0	102,955	12,060,000	0	0	0	12,162,955	0	12,162,955
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	196,100	12,162,955	0	12,162,955	383,790

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL  
 UR Area Number: 77076  
 UR Area Creation Date: 11/2009  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/09 WESTOWN V TIF INCR	77750	77751	13,903,400
W DES MOINES CITY AG/WDM SCH/09 WESTOWN V TIF INCR	77813	77814	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	32,746,200	0	0	0	32,746,200	0	32,746,200
Taxable	0	0	29,471,580	0	0	0	29,471,580	0	29,471,580
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	438,708
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>438,708</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	438,708
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>438,708</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES WESTOWN V URBAN RENEWAL

### Transfer to Dallas Co

Description:	Transfer funds to Dallas Co for purposes of this report
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

## Debts/Obligations For WEST DES MOINES WESTOWN V URBAN RENEWAL

### Transfer for Reporting Purposes

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

## Non-Rebates For WEST DES MOINES WESTOWN V URBAN RENEWAL

TIF Expenditure Amount:	438,708
Tied To Debt:	Transfer for Reporting Purposes
Tied To Project:	Transfer to Dallas Co

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL (77076)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/09 WESTOWN V TIF INCR  
 TIF Taxing District Inc. Number: 77751  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2032

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	32,746,200	0	0	0	32,746,200	0	32,746,200
Taxable	0	0	29,471,580	0	0	0	29,471,580	0	29,471,580
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	18,842,800	13,903,400	13,903,400	0	0

FY 2019 TIF Revenue Received: 438,708

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES WESTOWN V URBAN RENEWAL (77076)  
 TIF Taxing District Name: W DES MOINES CITY AG/WDM SCH/09 WESTOWN V TIF INCR  
 TIF Taxing District Inc. Number: 77814  
 TIF Taxing District Base Year: 2009  
 FY TIF Revenue First Received: 2012  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2032

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2009

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES FULLER ROAD URBAN RENEWAL  
 UR Area Number: 77082

UR Area Creation Date: 03/2010

UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/10 FULLER ROAD TIF INCR	77825	77826	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	28,196,700	28,828,970	0	0	57,025,670	0	57,025,670
Taxable	0	0	25,377,030	25,946,073	0	0	51,323,103	0	51,323,103
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** -3,336      **0**      **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 0  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 0**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 0  
 Returned to County Treasurer: 0  
**Total Expenditures: 0**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** -3,336      **0**      **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES FULLER ROAD URBAN RENEWAL

### Innovative Injection Technology

Description:	I2T Development Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES FULLER ROAD URBAN RENEWAL

### I2T Development Agreement

Debt/Obligation Type:	Rebates
Principal:	142,605
Interest:	0
Total:	142,605
Annual Appropriation?:	Yes
Date Incurred:	09/19/2016
FY of Last Payment:	2026

## Jobs For WEST DES MOINES FULLER ROAD URBAN RENEWAL

Project:	Innovative Injection Technology
Company Name:	Innovative Injection Technology (I2T)
Date Agreement Began:	09/16/2016
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	186
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	10,700,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES FULLER ROAD URBAN RENEWAL (77082)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/10 FULLER ROAD TIF INCR  
 TIF Taxing District Inc. Number: 77826  
 TIF Taxing District Base Year: 2010  
 FY TIF Revenue First Received: 2013  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2010

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	28,196,700	28,828,970	0	0	57,025,670	0	57,025,670
Taxable	0	0	25,377,030	25,946,073	0	0	51,323,103	0	51,323,103
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	42,714,370	14,311,300	0	14,311,300	451,579

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL  
 UR Area Number: 77087  
 UR Area Creation Date: 09/2013  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/13 4125 WESTOWN PARKWAY TIF INCR	77865	77866	3,759,299

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,780,000	0	0	0	10,780,000	0	10,780,000
Taxable	0	0	9,702,000	0	0	0	9,702,000	0	9,702,000
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** -131      **0**      **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	118,621
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>118,621</b>

Rebate Expenditures:	118,490
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>118,490</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0      0      **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL

### 4125 Westown Building

Description:	Fazio Rebate
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL

### Fazio Rebate

Debt/Obligation Type:	Rebates
Principal:	236,655
Interest:	0
Total:	236,655
Annual Appropriation?:	Yes
Date Incurred:	07/01/2014
FY of Last Payment:	2021

## Rebates For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL

### Fazio

TIF Expenditure Amount:	118,490
Rebate Paid To:	Fazio IA Holdings
Tied To Debt:	Fazio Rebate
Tied To Project:	4125 Westown Building
Projected Final FY of Rebate:	2021

## **Jobs For WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL**

Project:	4125 Westown Building
Company Name:	Fazio / Shive Hattery
Date Agreement Began:	06/10/2013
Date Agreement Ends:	06/30/2021
Number of Jobs Created or Retained:	50
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	7,000,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES 4125 WESTOWN PARKWAY URBAN RENEWAL (77087)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/13 4125 WESTOWN PARKWAY TIF INCR  
 TIF Taxing District Inc. Number: 77866  
 TIF Taxing District Base Year: 2014  
 FY TIF Revenue First Received: 2016  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2037

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2013

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,780,000	0	0	0	10,780,000	0	10,780,000
Taxable	0	0	9,702,000	0	0	0	9,702,000	0	9,702,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1,508,000	9,272,000	3,759,299	5,512,701	173,948

FY 2019 TIF Revenue Received: 118,621

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL  
 UR Area Number: 77090  
 UR Area Creation Date: 10/2014  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/DM SCH/14 VAL-GATE TIF INCR	77879	77880	0
W DES MOINES CITY/WDM SCH/14 VAL-GATE TIF INCR	77881	77882	0
W DES MOINES CITY/WDM SCH/URB WIND-HTS SS/14 VAL-GATE TIF INCR	77883	77884	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	205,500	20,786,100	4,986,000	0	0	25,977,600	0	25,977,600
Taxable	0	114,301	18,707,490	4,487,400	0	0	23,309,191	0	23,309,191
Homestead Credits									1

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** 0 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 0  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 0**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 0  
 Returned to County Treasurer: 0  
**Total Expenditures: 0**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** 0 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL (77090)  
 TIF Taxing District Name: W DES MOINES CITY/DM SCH/14 VAL-GATE TIF INCR  
 TIF Taxing District Inc. Number: 77880  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,800	0	0	0	2,800	0	2,800
Taxable	0	0	2,520	0	0	0	2,520	0	2,520
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	2,520	0	2,520	93

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES VAL-GATE URBAN RENEWAL (77090)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/14 VAL-GATE TIF INCR  
 TIF Taxing District Inc. Number: 77882  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	205,500	20,550,800	4,986,000	0	0	25,742,300	0	25,742,300
Taxable	0	114,301	18,495,720	4,487,400	0	0	23,097,421	0	23,097,421
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	23,097,421	0	23,097,421	728,816

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)	
Urban Renewal Area:	WEST DES MOINES VAL-GATE URBAN RENEWAL (77090)	
TIF Taxing District Name:	W DES MOINES CITY/WDM SCH/URB WIND-HTS SS/14 VAL-GATE TIF INCR	
TIF Taxing District Inc. Number:	77884	
TIF Taxing District Base Year:	0	
FY TIF Revenue First Received:		
Subject to a Statutory end date?	No	

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	232,500	0	0	0	232,500	0	232,500
Taxable	0	0	209,250	0	0	0	209,250	0	209,250
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	209,250	0	209,250	6,687

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ALLUVION URBAN RENEWAL  
 UR Area Number: 77091

UR Area Creation Date: 05/2014

UR Area Purpose: See attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/15 ALLUVION TIF INCR	77887	77888	67,500,000
W DES MOINES CITY/WDM SCH/16-09-19 ALLUVION ORD 2170 TIF INCR	77889	77890	101,795,400
W DES MOINES CITY/WDM SCH/16-11-28 ALLUVION ORD 2185 TIF INCR	77891	77892	270,000
W DES MOINES CITY/WDM SCH/16-11-28 ALLUVION ORD 2186 TIF INCR	77893	77894	29,290
W DES MOINES CITY AG/WDM SCH/16-11-28 ALLUVION ORD 2186 TIF INCR	77895	77896	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	61,100	702,800	188,996,000	0	0	0	189,759,900	0	189,759,900
Taxable	33,268	390,903	170,096,400	0	0	0	170,520,571	0	170,520,571
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:**

**468,716**

**0**

**Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 5,351,390  
 TIF Sp. Revenue Fund Interest: 52,432  
 Property Tax Replacement Claims: 474,602  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 5,878,424**

Rebate Expenditures: 1,520,099  
 Non-Rebate Expenditures: 3,504,762  
 Returned to County Treasurer: 0  
**Total Expenditures: 5,024,861**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:**

**1,322,279**

**0**

**Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES ALLUVION URBAN RENEWAL

### Microsoft Development Agreement

Description:	Microsoft Alluvion Data Center
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

### Mid Am Transmission Lines

Description:	Relocate Mid Am Transmssion Lines
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Maffit Lake Road

Description:	Maffitt Lake Road - Vets to Solteria
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Pine Ave

Description:	Pine - S 8th to End of pvmt
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Pine Ave

Description:	Pine - East Corp Limit to Soltera
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Solteria Ave

Description:	Solteria - Willow Creek Dr to Pine
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

### Solteria Ave

Description:	Solteria - White Crane to County Line
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## Trail Study

Description:	Study relocation of Great Western Trail
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## White Crane Rd

Description:	White Crane - Solteria to Corp Limit
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

## Army Post Road ASR

Description:	Aquafier Storage Reservoir
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## Water Mains & Booster Station

Description:	Water Mains 1A1/1A2 & Booster Station
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## Veterans Parkway

Description:	Veterans Parkway - Maffitt to Adams
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## FY 19 Legal Fees

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

## Debts/Obligations For WEST DES MOINES ALLUVION URBAN RENEWAL

### 2015 Series A Tax Exempt Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	21,080,000
Interest:	3,805,315
Total:	24,885,315
Annual Appropriation?:	No
Date Incurred:	04/07/2015
FY of Last Payment:	2029

### 2015 Series B Taxable Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	10,815,000
Interest:	1,119,795
Total:	11,934,795
Annual Appropriation?:	No
Date Incurred:	04/07/2015
FY of Last Payment:	2025

### 2016 Series D Tax Exempt Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	10,500,000
Interest:	2,151,400
Total:	12,651,400
Annual Appropriation?:	No
Date Incurred:	11/16/2016
FY of Last Payment:	2030

### FY 19 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

## Non-Rebates For WEST DES MOINES ALLUVION URBAN RENEWAL

TIF Expenditure Amount: 251,612  
 Tied To Debt: 2015 Series A Tax Exempt Bonds  
 Tied To Project: Maffit Lake Road

TIF Expenditure Amount: 117,474  
 Tied To Debt: 2016 Series D Tax Exempt Bonds  
 Tied To Project: Maffit Lake Road

TIF Expenditure Amount: 378,097  
 Tied To Debt: 2015 Series A Tax Exempt Bonds  
 Tied To Project: Pine Ave

TIF Expenditure Amount: 176,528  
 Tied To Debt: 2016 Series D Tax Exempt Bonds  
 Tied To Project: Pine Ave

TIF Expenditure Amount: 106,733  
 Tied To Debt: 2015 Series A Tax Exempt Bonds  
 Tied To Project: Pine Ave

TIF Expenditure Amount: 49,832  
 Tied To Debt: 2016 Series D Tax Exempt Bonds  
 Tied To Project: Pine Ave

TIF Expenditure Amount: 236,131  
 Tied To Debt: 2015 Series A Tax Exempt Bonds  
 Tied To Project: Solteria Ave

TIF Expenditure Amount: 110,247  
 Tied To Debt: 2016 Series D Tax Exempt Bonds  
 Tied To Project: Solteria Ave

TIF Expenditure Amount: 206,513  
 Tied To Debt: 2015 Series A Tax Exempt Bonds  
 Tied To Project: Solteria Ave

TIF Expenditure Amount: 96,418  
 Tied To Debt: 2016 Series D Tax Exempt Bonds  
 Tied To Project: Solteria Ave

TIF Expenditure Amount: 4,239  
 Tied To Debt: 2015 Series A Tax Exempt Bonds  
 Tied To Project: Trail Study

TIF Expenditure Amount: 1,979  
 Tied To Debt: 2016 Series D Tax Exempt Bonds  
 Tied To Project: Trail Study

TIF Expenditure Amount: 391,046  
 Tied To Debt: 2015 Series A Tax Exempt Bonds

Tied To Project:	Army Post Road ASR
TIF Expenditure Amount:	182,574
Tied To Debt:	2016 Series D Tax Exempt Bonds
Tied To Project:	Army Post Road ASR
TIF Expenditure Amount:	145,785
Tied To Debt:	2015 Series A Tax Exempt Bonds
Tied To Project:	Water Mains & Booster Station
TIF Expenditure Amount:	68,065
Tied To Debt:	2016 Series D Tax Exempt Bonds
Tied To Project:	Water Mains & Booster Station
TIF Expenditure Amount:	543,457
Tied To Debt:	2015 Series A Tax Exempt Bonds
Tied To Project:	Veterans Parkway
TIF Expenditure Amount:	253,733
Tied To Debt:	2016 Series D Tax Exempt Bonds
Tied To Project:	Veterans Parkway
TIF Expenditure Amount:	182,848
Tied To Debt:	2015 Series B Taxable Bonds
Tied To Project:	Mid Am Transmission Lines
TIF Expenditure Amount:	1,451
Tied To Debt:	FY 19 Legal Fees
Tied To Project:	FY 19 Legal Fees

## Rebates For WEST DES MOINES ALLUVION URBAN RENEWAL

### Microsoft Alluvion Data Center

TIF Expenditure Amount:	1,520,099
Rebate Paid To:	Microsoft
Tied To Debt:	2015 Series B Taxable Bonds
Tied To Project:	Microsoft Development Agreement
Projected Final FY of Rebate:	2025

## Jobs For WEST DES MOINES ALLUVION URBAN RENEWAL

Project:	Microsoft Development Agreement
Company Name:	Microsoft
Date Agreement Began:	12/18/2014
Date Agreement Ends:	12/31/2034
Number of Jobs Created or Retained:	84
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,126,218,400
Total Estimated Cost of Public Infrastructure:	61,750,000

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ALLUVION URBAN RENEWAL (77091)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/15 ALLUVION TIF INCR  
 TIF Taxing District Inc. Number: 77888  
 TIF Taxing District Base Year: 2014  
 FY TIF Revenue First Received: 2017  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2037

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2014

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	75,000,000	0	0	0	75,000,000	0	75,000,000
Taxable	0	0	67,500,000	0	0	0	67,500,000	0	67,500,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	209,400	67,500,000	67,500,000	0	0

FY 2019 TIF Revenue Received: 5,351,390

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ALLUVION URBAN RENEWAL (77091)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/16-09-19 ALLUVION ORD 2170 TIF INCR  
 TIF Taxing District Inc. Number: 77890  
 TIF Taxing District Base Year: 2015  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	113,106,000	0	0	0	113,106,000	0	113,106,000
Taxable	0	0	101,795,400	0	0	0	101,795,400	0	101,795,400
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1,937,000	101,795,400	101,795,400	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ALLUVION URBAN RENEWAL (77091)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/16-11-28 ALLUVION ORD 2185 TIF INCR  
 TIF Taxing District Inc. Number: 77892

		UR Designation
TIF Taxing District Base Year:	2015	Slum No
FY TIF Revenue First Received:		Blighted No
Subject to a Statutory end date?	No	Economic Development No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	890,000	0	0	0	890,000	0	890,000
Taxable	0	0	801,000	0	0	0	801,000	0	801,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	620,000	270,000	270,000	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES ALLUVION URBAN RENEWAL (77091)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/16-11-28 ALLUVION ORD 2186 TIF INCR  
 TIF Taxing District Inc. Number: 77894

		UR Designation
TIF Taxing District Base Year:	2015	Slum No
FY TIF Revenue First Received:		Blighted No
Subject to a Statutory end date?	No	Economic Development No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	702,800	0	0	0	0	702,800	0	702,800
Taxable	0	390,903	0	0	0	0	390,903	0	390,903
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	673,510	29,290	29,290	0	0

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name:	WEST DES MOINES (77G727)
Urban Renewal Area:	WEST DES MOINES ALLUVION URBAN RENEWAL (77091)
TIF Taxing District Name:	W DES MOINES CITY AG/WDM SCH/16-11-28 ALLUVION ORD 2186 TIF INCR
TIF Taxing District Inc. Number:	77896
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	No
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	61,100	0	0	0	0	0	61,100	0	61,100
Taxable	33,268	0	0	0	0	0	33,268	0	33,268
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	61,100	0	0	0	0

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES HISTORIC URBAN RENEWAL  
 UR Area Number: 77097  
 UR Area Creation Date: 04/2017  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/17 HISTORIC TIF INCR	77335	77336	0
W DES MOINES CITY AG/WDM SCH/17 HISTORIC TIF INCR	77337	77338	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,263,400	27,960,320	598,000	0	-5,556	35,522,534	0	35,522,534
Taxable	0	2,927,554	25,164,288	538,200	0	-5,556	29,968,260	0	29,968,260
Homestead Credits									26

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** -7,741      **0**      **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 0  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 0**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 0  
 Returned to County Treasurer: 0  
**Total Expenditures: 0**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** -7,741      **0**      **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES HISTORIC URBAN RENEWAL

### Steffes Holdings Dev. Agree

Description:	Andersen Windows Building Expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

### The Foundry Dev. Agree

Description:	The Foundry Renovation
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

### Dalton Partners Dev. Agree.

Description:	St Kilda's Restaurant
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES HISTORIC URBAN RENEWAL

### Steffes Dev. Agreement

Debt/Obligation Type:	Rebates
Principal:	158,000
Interest:	0
Total:	158,000
Annual Appropriation?:	Yes
Date Incurred:	04/03/2017
FY of Last Payment:	2024

### Foundry Dev. Agreement

Debt/Obligation Type:	Rebates
Principal:	200,715
Interest:	0
Total:	200,715
Annual Appropriation?:	Yes
Date Incurred:	04/17/2017
FY of Last Payment:	2024

### Dalton Partners Dev. Agreement

Debt/Obligation Type:	Rebates
Principal:	172,950
Interest:	0
Total:	172,950
Annual Appropriation?:	Yes
Date Incurred:	04/15/2019
FY of Last Payment:	2027

## Jobs For WEST DES MOINES HISTORIC URBAN RENEWAL

Project:	Steffes Holdings Dev. Agree
Company Name:	Steffes Holdings LLC
Date Agreement Began:	04/03/2017
Date Agreement Ends:	06/30/2024
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	550,000
Total Estimated Cost of Public Infrastructure:	0

Project:	The Foundry Dev. Agree
Company Name:	The Foundry LLC, Tenex Adventures 2, LLC
Date Agreement Began:	04/17/2017
Date Agreement Ends:	06/30/2024
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,700,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Dalton Partners Dev. Agree.
Company Name:	St Kilda
Date Agreement Began:	04/15/2019
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	16
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,500,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES HISTORIC URBAN RENEWAL (77097)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/17 HISTORIC TIF INCR  
 TIF Taxing District Inc. Number: 77336  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received: 0  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2017

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,263,400	27,960,320	598,000	0	-5,556	35,522,534	0	35,522,534
Taxable	0	2,927,554	25,164,288	538,200	0	-5,556	29,968,260	0	29,968,260
Homestead Credits									26

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	29,968,260	0	29,968,260	945,618

FY 2019 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES HISTORIC URBAN RENEWAL (77097)  
 TIF Taxing District Name: W DES MOINES CITY AG/WDM SCH/17 HISTORIC TIF INCR  
 TIF Taxing District Inc. Number: 77338  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received: 0  
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	0	0	0	0

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES EP TRUE PARKWAY URBAN RENEWAL  
 UR Area Number: 77098  
 UR Area Creation Date: 10/2017  
 UR Area Purpose: See attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/17 EP TRUE PARKWAY TIF INCR	77343	77344	0

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,682,000	0	0	0	11,682,000	0	11,682,000
Taxable	0	0	10,513,800	0	0	0	10,513,800	0	10,513,800
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** -6,516      **0**      **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>0</b>
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>0</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** -6,516      **0**      **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES EP TRUE PARKWAY URBAN RENEWAL

### Ridgway Properties

Description:	Bike World
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

# Debts/Obligations For WEST DES MOINES EP TRUE PARKWAY URBAN RENEWAL

## Ridgway Development Agreement

Debt/Obligation Type:	Rebates
Principal:	142,363
Interest:	0
Total:	142,363
Annual Appropriation?:	Yes
Date Incurred:	11/13/2017
FY of Last Payment:	2025

## Jobs For WEST DES MOINES EP TRUE PARKWAY URBAN RENEWAL

Project:	Ridgway Properties
Company Name:	Ridgway Properties dba Bike World
Date Agreement Began:	11/13/2017
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	2,500,000
Total Estimated Cost of Public Infrastructure:	0

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES EP TRUE PARKWAY URBAN RENEWAL (77098)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/17 EP TRUE PARKWAY TIF INCR  
 TIF Taxing District Inc. Number: 77344  
 TIF Taxing District Base Year: 0  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,682,000	0	0	0	11,682,000	0	11,682,000
Taxable	0	0	10,513,800	0	0	0	10,513,800	0	10,513,800
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	0	10,513,800	0	10,513,800	331,752

FY 2019 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MIDTOWN URBAN RENEWAL  
 UR Area Number: 77099  
 UR Area Creation Date: 09/2017  
 UR Area Purpose: see attached plan documents

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
W DES MOINES CITY/WDM SCH/17 MIDTOWN TIF INCR	77345	77346	1,565,990

**Urban Renewal Area Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	46,682,900	152,000	0	0	67,644,900	0	67,644,900
Taxable	0	0	42,014,610	136,800	0	0	58,539,285	0	58,539,285
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:** -6,382      **0**      **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 49,320  
 TIF Sp. Revenue Fund Interest: 0  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 49,320**

Rebate Expenditures: 44,852  
 Non-Rebate Expenditures: 9,500  
 Returned to County Treasurer: 0  
**Total Expenditures: 54,352**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:** -11,414      **0**      **Amount of 06-30-2019 Cash Balance Restricted for LMI**

## Projects For WEST DES MOINES MIDTOWN URBAN RENEWAL

### Businessolver Development Agreement

Description:	Businessolver Development Agreement
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

### Jarcor Development Agreement

Description:	Jarcor Development Agreement
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

### FY 2019 Legal Fees

Description:	Legal Fees Assoc. with Jarcor Agreement
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

## Debts/Obligations For WEST DES MOINES MIDTOWN URBAN RENEWAL

### Businessolver Development Agreement

Debt/Obligation Type:	Rebates
Principal:	128,938
Interest:	0
Total:	128,938
Annual Appropriation?:	Yes
Date Incurred:	11/13/2017
FY of Last Payment:	2025

### Jarcor Development Agreement

Debt/Obligation Type:	Rebates
Principal:	925,360
Interest:	0
Total:	925,360
Annual Appropriation?:	Yes
Date Incurred:	06/25/2018
FY of Last Payment:	2027

### FY 19 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2019
FY of Last Payment:	2019

## Non-Rebates For WEST DES MOINES MIDTOWN URBAN RENEWAL

TIF Expenditure Amount:	9,500
Tied To Debt:	FY 19 Legal Fees
Tied To Project:	FY 2019 Legal Fees

## Rebates For WEST DES MOINES MIDTOWN URBAN RENEWAL

### 1025 Ashworth Rd

TIF Expenditure Amount:	44,852
Rebate Paid To:	Businessolver, Inc.
Tied To Debt:	Businessolver Development Agreement
Tied To Project:	Businessolver Development Agreement
Projected Final FY of Rebate:	2123

## Jobs For WEST DES MOINES MIDTOWN URBAN RENEWAL

Project:	Businessolver Development Agreement
Company Name:	Businessolver
Date Agreement Began:	11/13/2017
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Jarcor Development Agreement
Company Name:	Jarcor, LLC
Date Agreement Began:	06/25/2018
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	6,500,000
Total Estimated Cost of Public Infrastructure:	0

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

**TIF Taxing District Data Collection**

Local Government Name: WEST DES MOINES (77G727)  
 Urban Renewal Area: WEST DES MOINES MIDTOWN URBAN RENEWAL (77099)  
 TIF Taxing District Name: W DES MOINES CITY/WDM SCH/17 MIDTOWN TIF INCR  
 TIF Taxing District Inc. Number: 77346  
 TIF Taxing District Base Year: 2016  
 FY TIF Revenue First Received: 2019  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2039

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2017

**TIF Taxing District Value by Class - 1/1/2017 for FY 2019**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	46,682,900	152,000	0	0	67,644,900	0	67,644,900
Taxable	0	0	42,014,610	136,800	0	0	58,539,285	0	58,539,285
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	60,090,900	7,554,000	1,565,990	5,988,010	188,946

FY 2019 TIF Revenue Received: 49,320



## Projects For WEST DES MOINES 1525 GRAND URBAN RENEWAL

### Mercy Clinic Development Agreement

Description:	Development Agreement with Mercy Clinic RB WDM Grand LLC
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES 1525 GRAND URBAN RENEWAL

### Development Agreement with Mercy Clinic

Debt/Obligation Type:	Rebates
Principal:	433,405
Interest:	0
Total:	433,405
Annual Appropriation?:	Yes
Date Incurred:	05/20/2019
FY of Last Payment:	2026

## Jobs For WEST DES MOINES 1525 GRAND URBAN RENEWAL

Project:	Mercy Clinic Development Agreement
Company Name:	RD Grand, Mercy Clinics, Inc.
Date Agreement Began:	05/20/2019
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	500,000
Total Estimated Cost of Public Infrastructure:	0



## Projects For WEST DES MOINES GRAND RIDGE URBAN RENEWAL

### Gilbert & Cook Development Agreement

Description:	Development Agreement with Gilbert & Cook
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For WEST DES MOINES GRAND RIDGE URBAN RENEWAL

### Development Agreement w Gilbert & Cook

Debt/Obligation Type:	Rebates
Principal:	52,535
Interest:	0
Total:	52,535
Annual Appropriation?:	Yes
Date Incurred:	02/04/2019
FY of Last Payment:	2025

## Jobs For WEST DES MOINES GRAND RIDGE URBAN RENEWAL

Project:	Gilbert & Cook Development Agreement
Company Name:	Gilbert and Cook, Inc
Date Agreement Began:	02/04/2019
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	500,000
Total Estimated Cost of Public Infrastructure:	0



## Projects For WEST DES MOINES OSMIUM URBAN RENEWAL

### FY 19 Legal Fees

Description:	Legal Fees
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

### 0510 008 2017

Description:	Vets Parkway - SE Adams to SE 50th
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### 0510 009 2017

Description:	Vets Parkway - SE 50th to SW 60th
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### 0510 010 2017

Description:	Vets Parkway - SW 60th to Wild Rose Lane
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### 0510 011 2017

Description:	Vets Parkway - Wild Rose Lane to GPP
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### 0510 012 2017

Description:	GPP - Vets Parkway to Madison Ave
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

### 0510 062/63 2015

Description:	GPP - Madison Ave to RRD
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 013 2017

Description:	SW 60th St - South of Vets Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 014 2017

Description:	SE 50th St & Adams Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 015 2017

Description:	Middle Creek Trunk Sewer Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 016 2017

Description:	Osmium Environmental
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 017 2017

Description:	Osmium Fiber
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 018 2017

Description:	Osmium Tree Cutting
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## 0510 022 2017

Description:	Veterans Parkway Enhancements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## Microsoft Osmium

Description:	Development Agreement
Classification:	Industrial/manufacturing property

Physically Complete: No  
Payments Complete: Yes

## Debts/Obligations For WEST DES MOINES OSMIUM URBAN RENEWAL

### FY 19 Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/30/2018
FY of Last Payment:	2018

### GO Series 2017C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	9,130,000
Interest:	2,572,259
Total:	11,702,259
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2032

### GO Series 2017D

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	25,555,000
Interest:	8,606,667
Total:	34,161,667
Annual Appropriation?:	No
Date Incurred:	08/22/2017
FY of Last Payment:	2036

### GO Series 2018D

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	15,925,000
Interest:	5,682,880
Total:	21,607,880
Annual Appropriation?:	No
Date Incurred:	06/13/2018
FY of Last Payment:	2036

### GO Series 2018E

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	10,480,000
Interest:	1,822,173
Total:	12,302,173
Annual Appropriation?:	No
Date Incurred:	12/10/2018
FY of Last Payment:	2026

**GO Series 2019A**

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	7,225,000
Interest:	2,052,291
Total:	9,277,291
Annual Appropriation?:	No
Date Incurred:	06/03/2019
FY of Last Payment:	2028

## Non-Rebates For WEST DES MOINES OSMIUM URBAN RENEWAL

TIF Expenditure Amount: 7,788  
 Tied To Debt: FY 19 Legal Fees  
 Tied To Project: FY 19 Legal Fees

TIF Expenditure Amount: 39,355  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 008 2017

TIF Expenditure Amount: 26,154  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 009 2017

TIF Expenditure Amount: 28,649  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 010 2017

TIF Expenditure Amount: 19,793  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 011 2017

TIF Expenditure Amount: 36,513  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 012 2017

TIF Expenditure Amount: 131,861  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 062/63 2015

TIF Expenditure Amount: 8,774  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 013 2017

TIF Expenditure Amount: 16,303  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 014 2017

TIF Expenditure Amount: 24,201  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 015 2017

TIF Expenditure Amount: 1,951  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 016 2017

TIF Expenditure Amount: 108  
 Tied To Debt: GO Series 2017C  
 Tied To Project: 0510 017 2017

TIF Expenditure Amount: 1,198  
 Tied To Debt: GO Series 2017C

Tied To Project:	0510 018 2017
TIF Expenditure Amount:	2,983
Tied To Debt:	GO Series 2017C
Tied To Project:	0510 022 2017
TIF Expenditure Amount:	11,786
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 008 2017
TIF Expenditure Amount:	7,832
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 009 2017
TIF Expenditure Amount:	8,580
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 010 2017
TIF Expenditure Amount:	5,927
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 011 2017
TIF Expenditure Amount:	10,934
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 012 2017
TIF Expenditure Amount:	39,489
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 062/63 2015
TIF Expenditure Amount:	2,628
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 013 2017
TIF Expenditure Amount:	4,882
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 014 2017
TIF Expenditure Amount:	7,248
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 015 2017
TIF Expenditure Amount:	584
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 016 2017
TIF Expenditure Amount:	32
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 017 2017
TIF Expenditure Amount:	359
Tied To Debt:	GO Series 2017D
Tied To Project:	0510 018 2017
TIF Expenditure Amount:	893
Tied To Debt:	GO Series 2017D



## Jobs For WEST DES MOINES OSMIUM URBAN RENEWAL

Project:	Microsoft Osmium
Company Name:	Microsoft Corporation
Date Agreement Began:	11/14/2016
Date Agreement Ends:	06/30/2037
Number of Jobs Created or Retained:	97
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	981,240,000
Total Estimated Cost of Public Infrastructure:	91,000,000

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2019

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

**ITEM:****DATE:** November 18, 2019

Approving Annual Tax Increment Financing (TIF) Indebtedness Certification Reports to Dallas, Polk, Warren, and Madison Counties

**FINANCIAL IMPACT:**

Up to \$20,406,232 in various TIF-related expenditures are projected in FY 2020-21, which rely on the use of tax revenues generated by the City's Urban Renewal Areas. This includes \$1,239,537 of "set aside" for Low and Medium Income Housing (LMI) from the Woodland Hills URA.

The City plans to "capture" \$734,032,966 of incremental valuation from within all the various Urban Renewal Areas, which represents 71.0% of the total \$1,033,589,580 incremental valuation available in such areas. The amount of captured valuation and the percentage are each higher than the FY 2018-19 captured valuation of \$659,022,566 (50.2%), but the total valuation available is much lower than the previous year's total of \$1,308,976,407. The primary drivers are the increasing debt requirements of the Alluvion, Osmium, Mills, Ashworth, Woodland Hills, and Coachlight Urban Renewal Areas – primarily caused by infrastructure projects and to a lesser extent, economic development rebates.

**BACKGROUND:**

Each year the City is required to submit its tax increment financing (TIF) needs to the Dallas, Polk, Madison, and Warren County Auditors annually by December 1 for the subsequent fiscal year. Staff, with assistance from the City's financial advisory firm (Public Financial Management), has computed the FY 2020-21 request based on indebtedness and obligations of the City.

The request prepared by staff is based on the County Auditor's preliminary taxable valuation figures which, when finalized, will be certified to the State of Iowa. A summary of specific planned tax increment sources and uses for FY 2020-21 are as follows:

	Active Urban Renewal Area	Frozen Base Date for District	Taxable Increment Available 20-21	Taxable Increment Captured 20-21	Money to WDM TIF Fund 20-21	Taxable Increment Released 20-21
1	Mills Parkway (Original)	1/1/1998	195,497,612	69,168,868	1,777,800	126,328,744
2	Mills Parkway #5 (Global Aviation)	1/1/2015	3,083,498	-	-	3,083,498
3	Mills Parkway #6 (Aviva)	1/1/2007	49,500,000	15,403,312	395,901	34,096,688
4	Mills Parkway #7 (Mountain)	1/1/1998	56,511,891	56,511,891	1,452,487	-
5	Fuller Road	1/1/2010	20,230,970	-	-	20,230,970
6	4125 Westown Parkway	1/1/2014	9,992,000	1,348,927	41,376	8,643,073
7	Historic West Des Moines	1/1/2017	6,450,510	2,669,034	81,868	3,781,476
8	Alluvion	1/1/2014	217,083,732	217,083,732	6,658,668	-
9	Osmium (Warren County)	1/1/2017	89,465,220	90,646,249	2,604,664	-
10	Osmium (Madison County)	1/1/2017	22,625,550	22,625,550	688,711	-
11	Midtown	1/1/2016	14,271,370	1,295,744	39,745	12,975,626
12	EP True Parkway	1/1/2017	2,640,300	900,002	27,606	1,740,298
13	Westown V (Polk County)	1/1/2009	16,103,200	9,626,982	295,291	6,476,218
14	Westown V (Dallas County)	1/1/2008	18,772,360	1,840,457	47,304	16,931,903
15	Coachlight Drive	1/1/2018	101,148,377	78,000,000	2,004,781	23,148,377
16	Ashworth	1/1/2015	83,300,772	40,000,000	1,028,093	43,300,772
17	Woodland Hills	1/1/2011	126,912,218	126,912,218	3,261,938	-
18	Grand Ridge	1/1/2019	-	-	-	-
19	8300 Mills Parkway	1/1/2019	-	-	-	-
20	1525 Grand Avenue	1/1/2019	-	-	-	-
21	Iowa Clinic	TBD	-	-	-	-
<b>Total</b>			<b>\$ 1,033,589,580</b>	<b>\$ 734,032,966</b>	<b>\$ 20,406,232</b>	<b>\$ 300,737,643</b>

Note that "Increment Released" refers to the incremental taxable valuation within the Urban Renewal Area which will be released to the respective taxing bodies with corresponding revenues allocated just as normal tax revenues.

The amounts captured by the City through TIF for FY 20-21 would have been otherwise disbursed to the general taxing funds of the affected taxing authorities as follows:

1,539,137	Polk County
1,373,784	Dallas County
563,171	Warren County
130,574	Madison County
6,694,203	City of WDM
4,233,467	Waukee School
2,444,665	WDM School
1,146,139	Norwalk School
244,817	Winterset School
483,175	DMACC
1,739,191	Other
<b>20,592,323</b>	<b>Total</b>

Approval of this item will approve the certifications and also allow for the Finance Director to adjust the requirement if there are substantial adjustments in tax valuations between now and December 1st.

**RECOMMENDATION:**

Approve tax increment needs for FY 2020-21 and authorize the City's Finance Director to complete and submit the annual certification forms and submit to Dallas, Polk, Madison, and Warren counties prior to December 1, 2019, as required.

Lead Staff Member: Tim Stiles, Finance Director 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

**DATE: November 18, 2019**

**ITEM:**

Motion – Approving Amendment No. 2 to Professional Services Agreement  
Library Interior Renovations

**FINANCIAL IMPACT:**

The original Professional Services Agreement included a maximum fee of \$90,200.00 for Basic Services of the Consultant and \$34,250.00 for Resident Consultant Services. Amendment No. 1 increased the Basic Services of the Consultant by \$26,750.00 and the Resident Consultant Services by \$8,600.00. Amendment No. 2 increases the Basic Services of the Consultant by \$8,600.00 and the Resident Consultant Services by \$15,250.00. The new maximum not-to-exceed fee thus becomes \$183,650.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from General Obligation Bonds, Private Contributions, and Local Option Sales Tax.

**BACKGROUND:**

Studio Melee is working under an existing Agreement dated December 10, 2018 to perform the professional services necessary for the Interior Renovations at the Public Library located at 4000 Mills Civic Parkway.

Amendment No. 1 included additional Basic Services of the Consultant and Resident Consultant Services to accommodate furniture replacement in the staff work area, reconfiguration of Collections area, addition of a Health Room, return-air fans for air handling units, sanitary sewer piping replacement for second floor plumbing, and power/data connections throughout building for new furniture.

Amendment No. 2 includes additional Basic Services of the Consultant and Resident Consultant Services to accommodate fire alarm system modifications and associated enhancements deemed necessary by the Fire Marshal, additional furniture replacement, and additional construction administration due to extended construction timeline.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Amendment No. 2 to Professional Services Agreement for Library Interior Renovations.

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

**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>RP</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

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

This AMENDMENT is made and entered into this 18<sup>th</sup> day of November, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and MELEE, L.L.C. (doing business as "STUDIO MELEE"), (Fed. I.D. 46-4949004), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated the 10<sup>th</sup> day of December, 2018 and the Amendment No. 1 dated the 19<sup>th</sup> day of August, 2019 as follows:

**1. SCOPE OF SERVICES**

The Scope of Services as described in the original Agreement for the Library Interior Renovations (Project No. 0510-005-2019), Attachment 1 are amended as follows:

**The project involves the following additional areas:**

- Additional coordination with library staff and associated vendors:
  - o Furniture Replacement for 3 staff services desks (circulation, children's, and reference).
  - o Furniture Replacement for computer kiosks, study tables, and seating/lounge furniture.
- Fire Alarm System Upgrades
- Additional Resident Consultant Services due to additional length of construction timeline

**2. SCHEDULE**

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: **Construction** duration to be from **October 21<sup>st</sup>, 2019 – May 28<sup>th</sup>, 2021 (19 months)**.

**3. COMPENSATION**

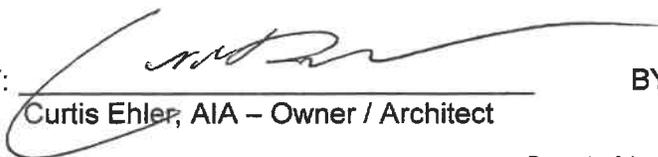
In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fees to increase the original sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in the original Agreement, Attachment 3.

	<u>Original Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
	(incl. Amendment No.1)		
I. Basic Services of the Consultant	\$116,950.00	\$8,600.00	\$125,550.00
II. Resident Consultant Services	<u>\$42,850.00</u>	<u>\$15,250.00</u>	<u>\$58,100.00</u>
<b>Total Services</b>	<b>\$159,800.00</b>	<b>\$23,850.00</b>	<b>\$183,650.00</b>

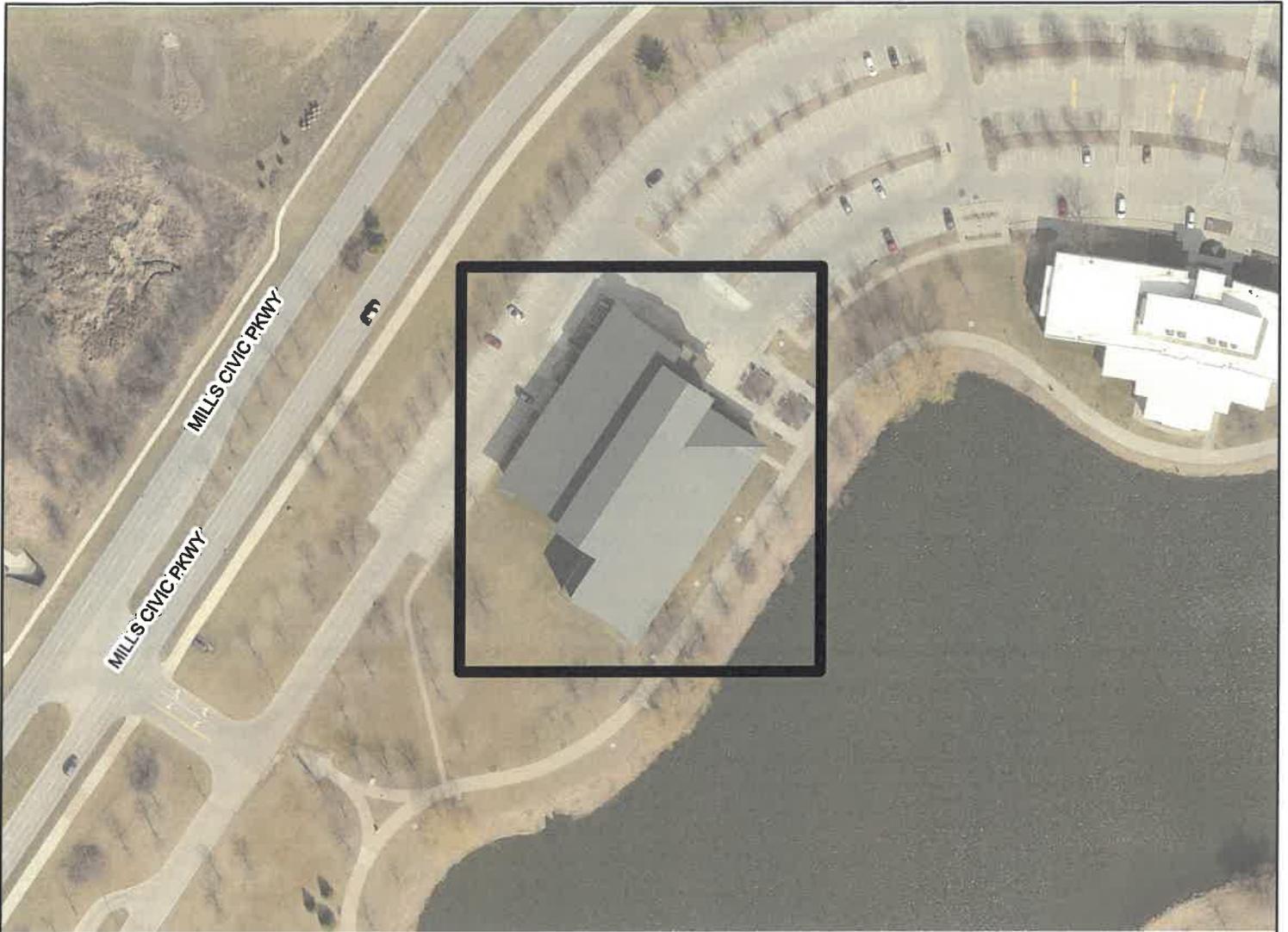
This AMENDMENT is subject to all provisions of the original Agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

CONSULTANT

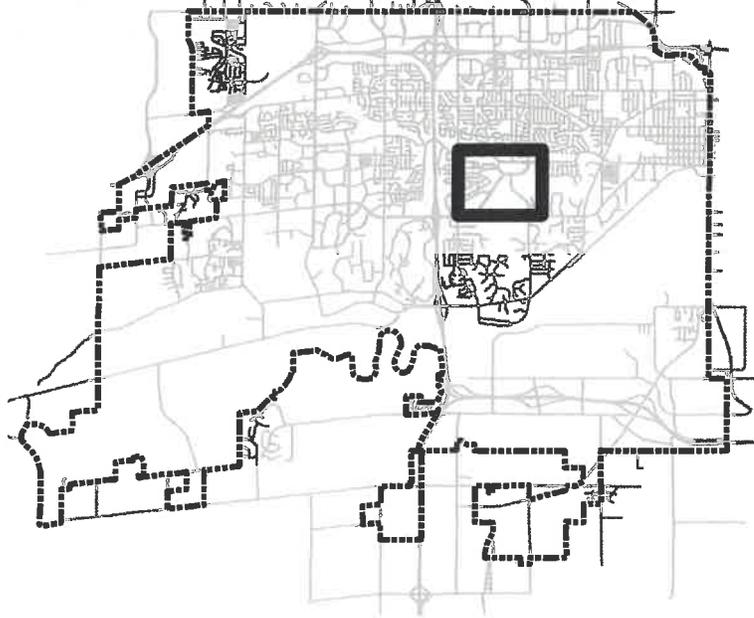
CITY OF WEST DES MOINES

BY:   
Curtis Ehler, AIA – Owner / Architect

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



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT:	<b>Library Interior Renovations</b>		
LOCATION:	<b>4000 Mills Civic Parkway</b>		
DRAWN BY: JDR	DATE: 11/27/2018	PROJECT NUMBER/NAME: 0510-005-2019	SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Motion – Approving Change Order #3  
27th & Vine Culvert Reconstruction

**FINANCIAL IMPACT:**

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$677,073.86	March 4, 2019	
Change Order #1	\$55,953.50	May 20, 2019	Disposal of Material
Change Order #2	\$2,100.00	October 7, 2019	Intake/Curb Adjustments
Change Order #3	\$13,767.50	Pending	Sod
<b>Total</b>	<b>\$748,894.86</b>		

Cost for this change order will be paid from account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Fee Revenue and the ultimate funding for the 27th Street pavement replacement intended to come from Road Use Tax.

**BACKGROUND:**

This project involves the removal of an existing 72-inch storm sewer along Fairmeadows Creek under 27th Street just south of Vine Street and replacing it with a dual 8'x6' reinforced concrete box (RCB) culvert. The project also includes pavement reconstruction of 27th Street from Vine Street to Meadow Lane. This stretch of 27th Street has recently been reopened to traffic.

Change Order #3 reduces the original bid quantities for grass seeding and revises the construction contract to include sod as the preferred method of site restoration for the project. Placing grass seed this late in the year will not allow the grass seed to properly germinate, yet the project site needs to be stabilized before the Winter. If sod is not installed this Fall, grass seeding will have to take place in Spring 2020 with possible reseeding in Fall 2020. City Staff recommend the installation of sod in lieu of grass seed to eliminate the need of seeding next Spring/Fall and immediately stabilize the site using sod in lieu of more expensive slope stabilization methods. Although Change Order #3 does not exceed the City Engineer's approval limit of \$25,000, the aggregate change order amount as a percent of the original contract does exceed 10% and requires City Council approval.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Change Order #3 for 27th & Vine Culvert Reconstruction.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	November 11, 2019		
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: **Jenco Construction Inc.**  
**6804 NW 2nd ST.**  
**Des Moines, Iowa 50313**

Project Title	27th Street & Vine Street Box Culvert Reconstruction	
WDM Project File Number	0510-045-2018	
Purchase Order Number	2019-0000612	
Orig. Contract Amount & Date	\$677,073.86	February 28, 2019
Change Order Number	3	
Date	October 24, 2019	

**THE CONTRACT IS CHANGED AS FOLLOWS: Due to the seeding window closing at the beginning of October, placing seed at this time will not adequately establish the site. Weather conditions in the future forecast are not preferable for allowing seed to germinate this fall, and leaving the seed over the winter runs the possibility of having to reseed in the spring. To prevent reseeding and to provide the best quality project for the neighborhood, sod is proposed to be placed. This change order will account for the placement and watering of sod. This change order will also remove agreed upon seeding quantities as they are no longer needed.**

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO.3-1	SOD	SQ	\$80.00	172	\$13,760.00
CO.3-2	WATERING FOR SOD	EA	\$500.00	12	\$6,000.00
CO.3-27A	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	AC	\$6,000.00	(0.3)	(\$1,800.00)
CO.3-28A	HYDRAULIC SEEDING, FERTILIZING, TYPE 4	AC	\$500.00	(0.6)	(\$300.00)
CO.3-31A	TEMPORARY RECP, TYPE 2C	SY	\$1.35	(1,050.0)	(\$1,417.50)
CO.3-36A	EROSION CONTROL MULCHING, HYDROMULCH	AC	\$2,750.00	(0.9)	(\$2,475.00)
				<b>TOTAL</b>	<b>\$13,767.50</b>

**CHANGE ORDER SUMMARY**

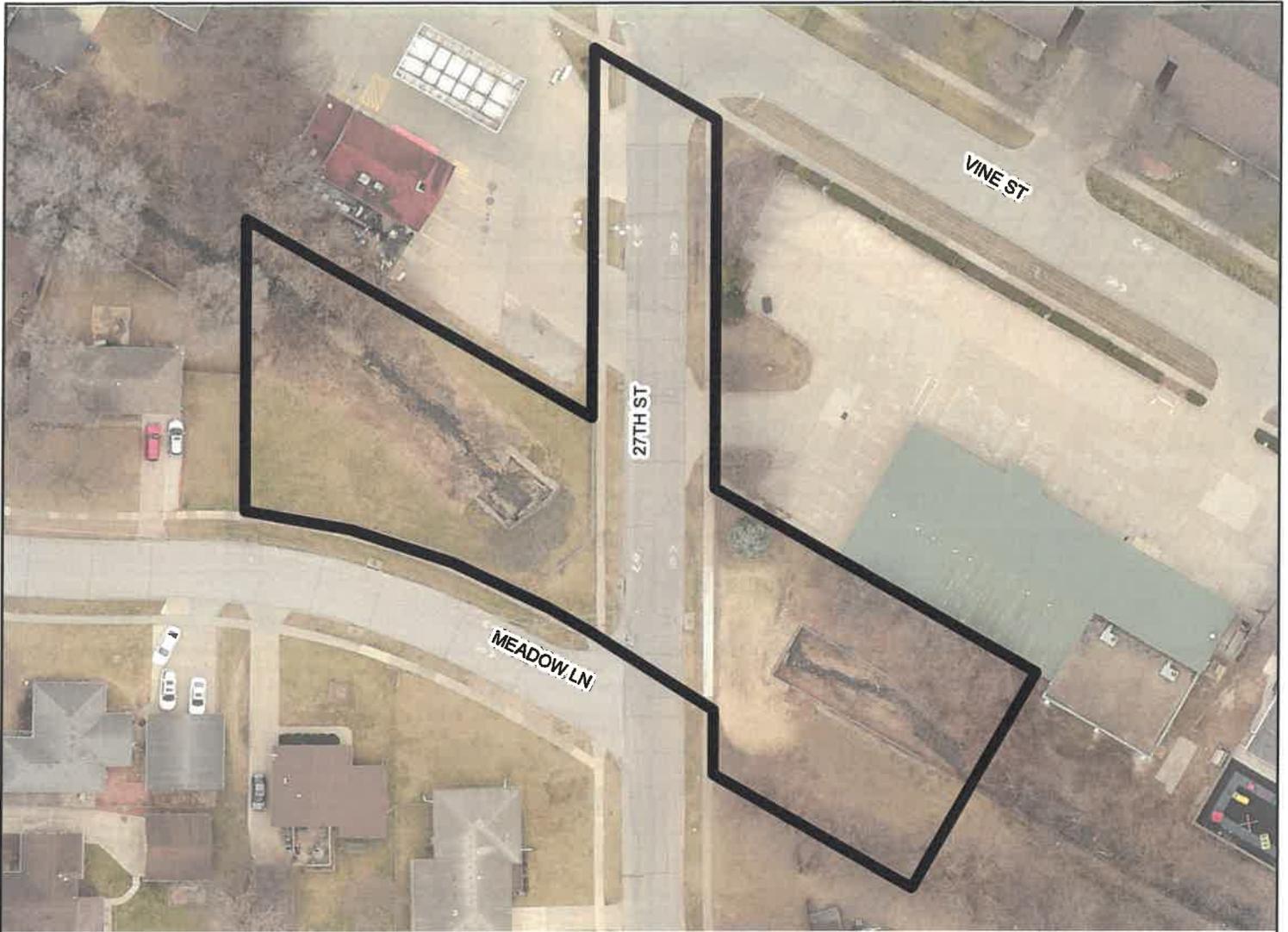
The Original Contract Sum was	\$677,073.86
Net Change by previously authorized Change Orders	\$58,053.50
The Contract Sum prior to This Change Order was	\$735,127.36
The Contract Sum will be increased by this Change Order in the amount of	\$13,767.50
The new Contract Sum including this Change Order will be	\$748,894.86
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)	10.61%
The Contract Time will be changed by	0
The date of Final Completion as of the date of this Change Order therefore is	October 16, 2019

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

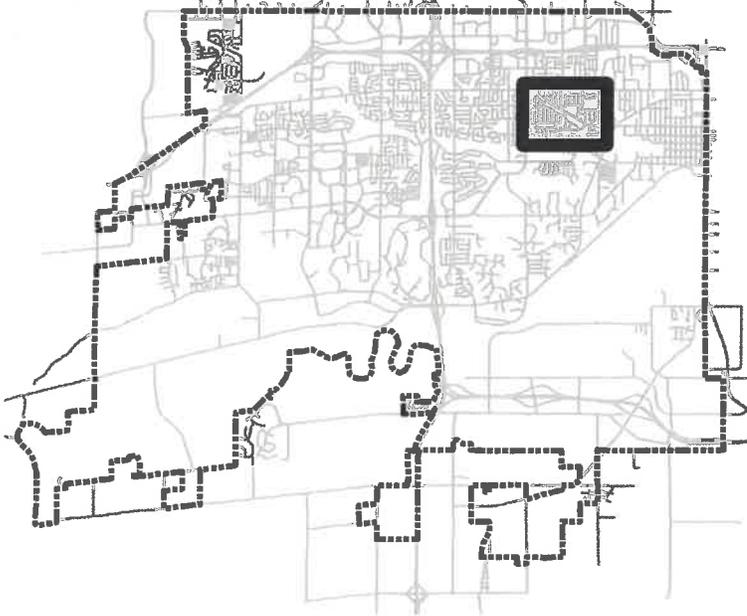
Contractor: Jenco Construction Inc.	Recommended By: Shive-Hattery	Checked By: <i>[Signature]</i>
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: Nathan Hardisty	Name: Nathan Hardisty, P.E.	Name: Brian J. Hemesath, P.E.
Title: P.O.S.	Title: Project Manager	Title: City Engineer
Date:	Date: 10/29/19	Date: 11.7.19

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: **27th and Vine Culvert Reconstruction**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 1/30/2019

PROJECT NUMBER/NAME: 0510-045-2018

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Resolution - Approving Supplemental Agreement with Rognes Corporation  
Middle Creek Trunk Sewer Extension

**FINANCIAL IMPACT:**

Previously budgeted with initial contract.

**BACKGROUND:**

On February 5, 2018, the City of West Des Moines executed a contract with Rognes Corporation, Inc. for the construction of the Middle Creek Trunk Sewer Extension. As part of the project, Rognes Corporation was required to restore the buffer strip that existed on the Abild/Holzworth property prior to construction. The buffer strip is regulated and monitored as part of a federal program through the Natural Resources Conservation Services (NRCS) office. The City intends to accept work on the Middle Creek Trunk Sewer Extension project within the next few weeks, but acceptance will not include work included with this Supplemental Agreement.

The attached agreement sets forth the obligations of the parties, including the timeframe within which to complete the remedial work of the buffer strip.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Supplemental Agreement with Rognes Corporation for Middle Creek Trunk Sewer Extension.

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

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>(initials)</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

**APPROVAL OF SUPPLEMENTAL AGREEMENT WITH ROGNES CORPORATION  
REGARDING THE MIDDLE CREEK TRUNK SEWER EXTENSION  
Project No. 0510-015-2017**

**WHEREAS**, on February 5, 2018 the City of West Des Moines executed a contract with Rognes Corporation, Inc. for the construction of the Middle Creek Trunk Sewer Extension; and,

**WHEREAS**, due to conditions beyond the control of the Contractor a portion of the work will not be complete for a period of more than sixty days following substantial completion; and,

**WHEREAS**, representatives of the City and the Contractor have negotiated a Supplemental Agreement as allowed by Iowa Code 573.27 setting forth the terms and conditions of completing the work; and,

**WHEREAS**, approval of the Supplemental Agreement is in the best interest of the City of West Des Moines.

therefore,

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

1. The Supplemental Agreement to the contract between the City of West Des Moines and Rognes Corporation, Inc. executed on February 5, 2018 is approved.
2. The Mayor is authorized to sign the Supplemental Agreement and the City Clerk is directed to attest the Mayor's signature

**PASSED AND APPROVED** on this **18th** day of **November, 2019**.

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

ATTEST:

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

SUPPLEMENTAL AGREEMENT OF THE MIDDLE CREEK TRUNK SEWER  
EXTENSION -- PROJECT NO. 0510-015-2017 -- PUBLIC IMPROVEMENT CONTRACT  
BETWEEN THE CITY OF WEST DES MOINES, IOWA AND ROGNES CORP., d/b/a  
ROGNES CORPORATION

THIS SUPPLEMENTAL AGREEMENT IS MADE BY AND BETWEEN THE CITY OF WEST DES MOINES, an Iowa municipal corporation (“City”) and ROGNES CORP., d/b/a ROGNES CORPORATION, an Iowa corporation (“Rognes”) on this \_\_\_ day of \_\_\_\_\_, 2019.

The parties acknowledge that Rognes entered into the Middle Creek Trunk Sewer Extension Public Improvement Contract (“Original Contract”) with the City on or about February 5, 2018, and that the Original Contract includes work which cannot proceed within sixty days of completing at least ninety-five percent of the Original Contract.

Pursuant to Iowa Code §573.27 and the terms and requirements of the Original Contract, the parties agree in this Supplemental Agreement as follows:

1. This Supplemental Agreement shall include and all work performed hereunder shall be governed by the terms and conditions of the Original Contract, unless otherwise specified herein, including, but not limited to, performance surety.
2. The City will accept the completed work under the Original Contract (“Original Contract Work”) and Rognes will provide a maintenance bond for all Original Contract Work. The period of the maintenance bond to be provided for the Original Contract Work will begin on the date of acceptance of the Original Contract Work by the City (“Original Contract Work Acceptance”). Thirty (30) days after the Original Contract Work Acceptance, the City will release the applicable retainage.
3. Rognes will complete all remaining work under the Original Contract and this Supplemental Agreement to the reasonable satisfaction of the City and the City will issue Rognes payment in the amount of \$36,012.50. Prior to acceptance of work under this paragraph, Rognes shall provide the applicable maintenance bond.
4. The Abild/Holzworth properties affected by the Middle Creek Trunk Sewer Extension Public Improvement Project are participating in a federal buffer strip program through the Natural Resources Conservation Service (“NRCS”). The buffer strip acreage the NRCS has identified for the area east of SE 50<sup>th</sup> Street includes a large portion of the disturbed areas north of Middle Creek, as shown in the attached drawing. The buffer strip acreage west of SE 50<sup>th</sup> is identified on the attached drawing. Rognes will perform all work necessary to restore the buffer strip on these properties to their original condition pursuant to and conformance with the NRCS requirements, including, but not limited to:
  - Providing temporary cover crop seed
  - Planting temporary cover crop
  - Mowing temporary cover crop one time
  - Fertilizing



CITY OF WEST DES MOINES, IOWA  
an Iowa municipal corporation

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

ATTEST:

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

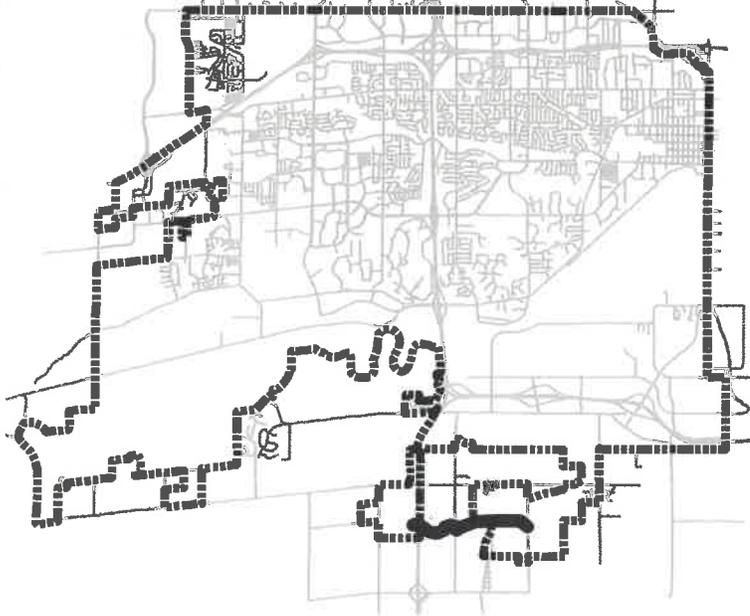
STATE OF IOWA            )  
                                  ) SS  
COUNTY OF POLK        )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Steven K. Gaer and Ryan T. Jacobson, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa on behalf of whom this record was signed by authority of and as approved by the West Des Moines City Council as contained in Resolution No. \_\_\_\_\_ passed on the \_\_\_ day of \_\_\_\_\_, 2019.

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



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT:	<b>Middle Creek Trunk Sewer Extension</b>		
LOCATION:	<b>SE 35th St to I-35</b>		
DRAWN BY: JDR	DATE: 1/3/2018	PROJECT: 0510-015-2017	SHT. 1 of 1

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

DATE: November 18, 2019

**ITEM:**

Resolution - Ordering Construction  
2018 FEMA Repairs

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the 2018 FEMA Repairs is \$174,420.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds. Full reimbursement by FEMA for professional services and construction is anticipated.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 11, 2019 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, December 16, 2019. The contract would be awarded on Monday, December 16, 2019 and work will begin shortly thereafter.

The project includes storm sewer piping and channel repairs near 3600 Westown Parkway, 20th & Center Street, and 17th & Center Street. Repairs include placement of rip-rap, removing and reinstalling storm sewer pipe and aprons, grading and embankment shaping, seeding, and erosion control. The project is anticipated to be completed by September 15, 2020.

This project was originally bid on July 24, 2019. Only one bid was received and the sole bid was nearly double the Engineer's Estimate. Ultimately the City Council rejected all bids on August 5, 2019 with the understanding that the project would be rebid when the bidding climate was more conducive.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the 2018 FEMA Repairs.
- Fixing 2:00 p.m. on Wednesday, December 11, 2019 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

**Lead Staff Member:** Brian J. Hemesath, P.E., City Engineer *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>KA</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

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

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

**2018 FEMA Repairs  
Project No. 0510-008-2019**

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

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on  
the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held  
at 5:35 p.m. on Monday, December 16, 2019, with said notice published not less than four (4) days nor more  
than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for  
said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the  
date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, December 11, 2019.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be  
opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00  
p.m. on Wednesday, December 11, 2019 and the results of said bids shall be considered at a meeting of this  
Council on Monday, December 16, 2019 at 5:35 p.m. and acted upon at said time, or such time as may then  
be fixed.

**PASSED AND APPROVED** on this **18th** day of **November, 2019.**

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

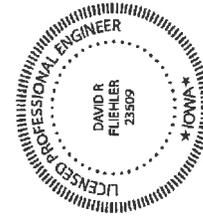
ATTEST:

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



**CITY OF WEST DES MOINES**  
**2018 FEMA REPAIRS (Project No. 0510-008-2019)**  
**Opinion of Probable Construction Costs**  
**November 11, 2019**

#	ITEM DESCRIPTION	QUANTITY				UNITS	UNIT COST	TOTAL COST
		3600 WESTOWN	20TH & CENTER	17TH & CENTER	TOTAL			
1	CLEARING AND GRUBBING	0.33	0.33	0.33	1.00	LS	* \$30,000.00 =	\$30,000.00
2	REMOVE AND RESET SEPARATED RCP SECTION	0	6	0	6.00	EA	* \$7,000.00 =	\$42,000.00
3	CLASS 'D' RIPRAP	86.0	385.0	29.0	500.00	TON	* \$70.00 =	\$35,000.00
4	GRADING, EMBANKMENT SHAPING	0.33	0.33	0.33	1.00	LS	* \$40,000.00 =	\$40,000.00
5	SEEDING & RESTORATION	0.33	0.33	0.33	1.00	LS	* \$8,000.00 =	\$8,000.00
6	SIDEWALK REMOVAL & REPLACEMENT	0.0	7.1	7.1	14.2	SY	* \$100.00 =	\$1,420.00
7	REMOVE CONCRETE RETAINING WALL	0	1	0	1.00	LS	* \$10,000.00 =	\$10,000.00
8	CONSTRUCTION STAKING	0.33	0.33	0.33	1.00	LS	* \$5,000.00 =	\$5,000.00
9	TRAFFIC CONTROL	0.33	0.33	0.33	1.00	LS	* \$3,000.00 =	\$3,000.00
							<b>Subtotal</b>	<b>\$174,420.00</b>



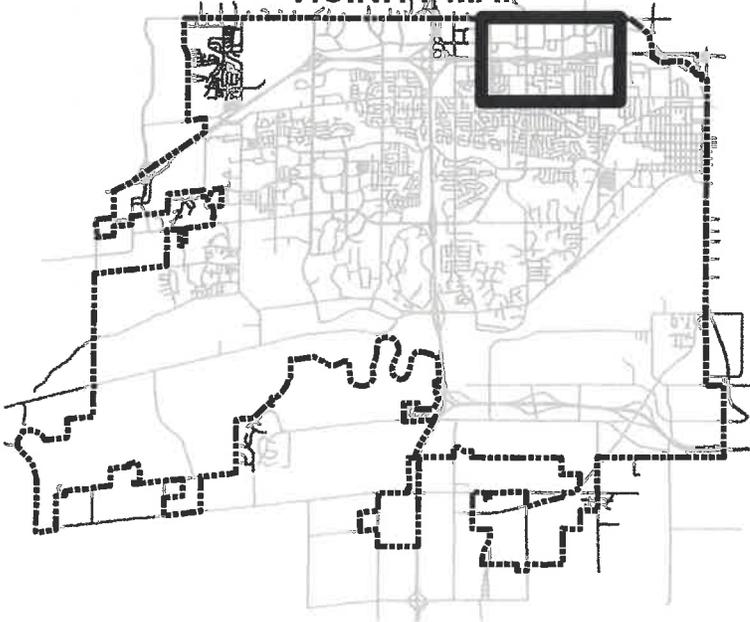
*David R. Flehler*

**Project Total \$174,420.00**

**\*\*TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.**



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**2018 FEMA Repair Projects**

LOCATION:

**Exhibit "A"**

DRAWN BY: JDR

DATE: 2/5/2019

PROJECT NUMBER/NAME: 0510-008-2019

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Resolution - Ordering Construction  
Sheraton Lift Station Generator Replacement

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Sheraton Lift Station Generator Replacement is \$109,000.00. Payments will be made from account no. 600.200.250.5220.331 with the ultimate funding intended to come from Sanitary Sewer Fee.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 11, 2019 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, December 16, 2019. The contract would be awarded on Monday, December 16, 2019 and work will begin shortly thereafter.

The project includes the replacement of an existing interior-mounted natural gas generator with a new exterior-mounted diesel generator at the Sheraton Lift Station located near 1820 50th Street just northwest of the Sheraton Hotel. The existing generator has reached the end of its useful life and is in need of replacement. The project is anticipated to be completed by April 15, 2020.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Sheraton Lift Station Generator Replacement.
- Fixing 2:00 p.m. on Wednesday, December 11, 2019 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

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

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

**Sheraton Lift Station Generator Replacement  
Project No. 0510-028-2019**

is hereby ordered to be constructed according to the Plans and Specifications prepared by IMEG Corp. of Urbandale, Iowa and now on file in the office of the City Clerk.

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

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, December 16, 2019, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, December 11, 2019.

**BE IT FURTHER RESOLVED**, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, December 11, 2019 and the results of said bids shall be considered at a meeting of this Council on Monday, December 16, 2019 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this **18th** day of **November, 2019**.

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

ATTEST:

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



PROJECT: Sheraton Lift Station Generator Replacement  
OWNER: City of West Des Moines

PROJECT# 0510-028-2019  
DATE: 11/12/2019

PROJECT OPINION OF COST:

- TOTAL BASE BID \$109,000

**PROFESSIONAL ENGINEER CERTIFICATION**

	<p>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.</p>
	<p><u><i>Andrew D. Thielen</i></u> <span style="float: right;"><u>11/12/19</u></span>  <small>(signature) <span style="float: right;">(date)</span></small></p>
	<p>Printed or typed name <u>Andrew D. Thielen</u></p>
	<p>License number <u>15842</u></p>
	<p>My license renewal date is <u>December 31, 2020</u></p>
<p>Pages or sheets covered by this seal:  <u>THIS LETTER.</u></p>	

**DISCLAIMER:**

It is understood that IMEG Corp. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Opinions of Probable Construction Costs provided herein are made on the basis of IMEG Corp.'s experience and available estimating material. IMEG makes no warranty, expressed or implied, as to the final cost as compared to actual bid or Contractor developed cost.

If you have any questions, please contact our office.

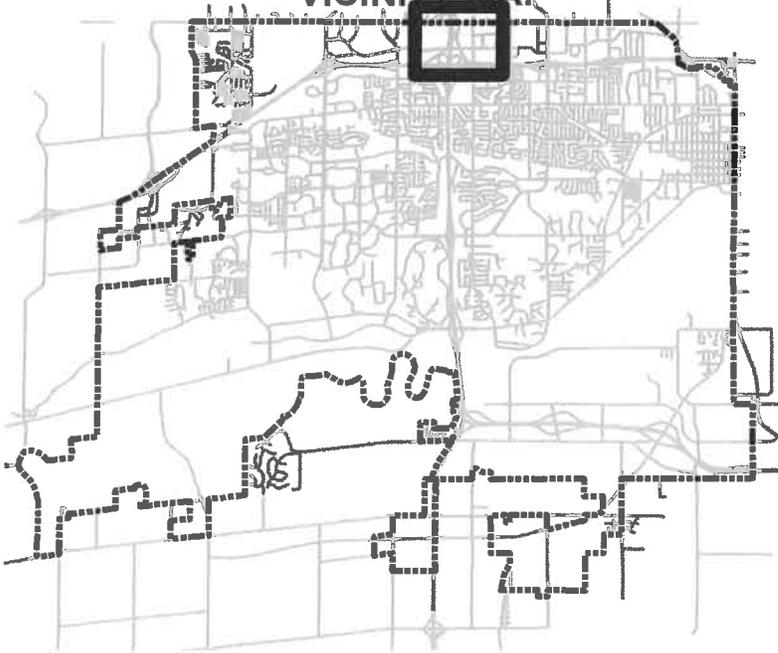
Sincerely,

Yaad K. Rahman  
Electrical Project Engineer  
[yaad.k.rahman@imegcorp.com](mailto:yaad.k.rahman@imegcorp.com)

Andy D. Thielen  
Client Executive/Principal  
[Andrew.d.thielen@imegcorp.com](mailto:Andrew.d.thielen@imegcorp.com)



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:	<b>Sheraton Lift Station Generator Replacement</b>		
LOCATION:	<b>1820 50th Street</b>		
DRAWN BY: JDR	DATE: 8/14/2019	PROJECT NUMBER/NAME: 0510-028-2019	SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Resolution - Ordering Construction  
Valley Junction Activity Center Remodel – Phase 3B

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Valley Junction Activity Center Remodel – Phase 3B is \$334,384.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Funds.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 11, 2019 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, December 16, 2019. The contract would be awarded on Monday, December 16, 2019 and work will begin shortly thereafter.

The Phase 3B Remodel at the Valley Junction Activity Center (VJAC) located at 217 5th Street includes improvements to the First Floor spaces not addressed in either of the previous phases of construction. The Phase 3B Remodel includes additional improvements to the dining room, kitchen, Veteran’s Room & kitchenette, corridor, east lobby, and the east stairwell. In addition, Phase 3B Improvements will include accommodations for a Library Book Kiosk (funded by the Friends of the Library) scheduled to be installed outside near the east entrance to the Valley Junction Activity Center. The project is anticipated to be completed by May 8, 2020.

Phase 3A Improvements pertaining to the reception area were expedited to accommodate staffing changes.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Valley Junction Activity Center Remodel – Phase 3B.
- Fixing 2:00 p.m. on Wednesday, December 11, 2019 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

**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>JA</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

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

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

**Valley Junction Activity Center Remodel – Phase 3B  
Project No. 0510-018-2018**

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

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

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, December 16, 2019, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, December 11, 2019.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, December 11, 2019 and the results of said bids shall be considered at a meeting of this Council on Monday, December 16, 2019 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this 18th day of November, 2019.

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

ATTEST:

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



City of West Des Moines  
Valley Junction Activity Center Phase 3B Remodel  
Opinion of Probable Cost

City Project No. 0510-018-2018

OPN Project No. 19.8250.00

11/11/2019

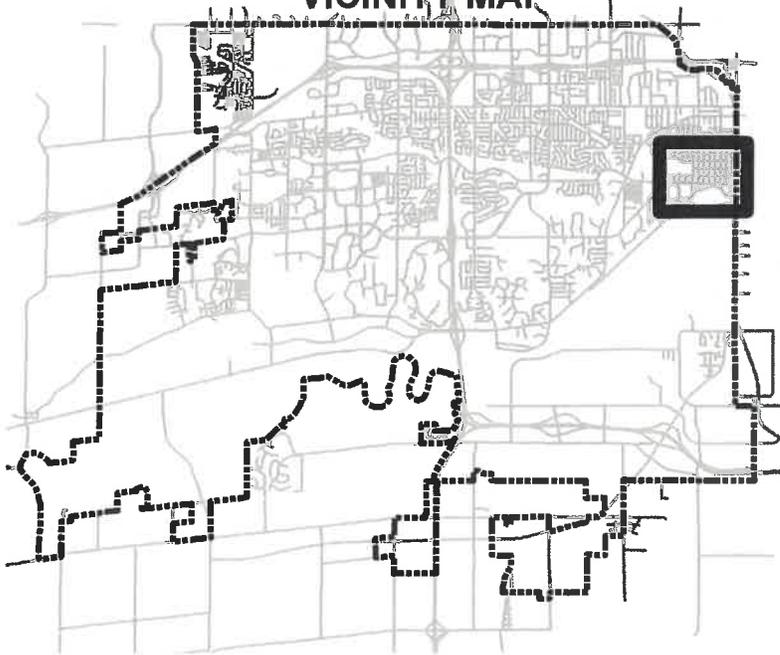
<i>Construction Costs</i>	<i>Base Bid</i>	<i>Alternates</i>
<i>Base Bid</i>	\$334,384.00	
Alternates - None		N/A
<i>Subtotal</i>	\$334,384.00	\$0.00
<b>Total (Base Bid plus all Alternates)</b>		<b>\$334,384.00</b>



*[Handwritten Signature]*  
11.8.19



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Valley Junction Activity Center Remodel - Phase 3B**

LOCATION:

**217 5th Street**

DRAWN BY: JDR

DATE: 7/25/2019

PROJECT NUMBER/NAME: 0510-018-2018

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Resolution - Accepting Work  
Alluvion Booster Station

**FINANCIAL IMPACT:**

The total construction cost for the Alluvion Booster Station was \$1,684,426.20 which was paid from account no. 500.000.000.5250.490 funded through Alluvion Urban Renewal Area TIF with West Des Moines Water Works ultimately reimbursing the City 25% of the project costs at project completion. The original cost of the project was \$1,665,050.00. There were three (3) Change Orders on the project that totaled \$19,376.20.

**BACKGROUND:**

Synergy Contracting was working under an agreement dated May 29, 2018 for construction services for the Alluvion Booster Station. Work on this project included the construction of a water booster station located near the former intersection of SE 11th Street & SE Army Post Road.

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

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Work for Alluvion Booster Station.

**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>KA</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

**RESOLUTION ACCEPTING WORK**

**WHEREAS**, on May 29, 2018, the City Council entered into a contract with Synergy Contracting of Bondurant, Iowa, for the following described public improvement:

**Alluvion Booster Station  
Project No. 0510-027-2015**

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 18, 2019; and,

**WHEREAS**, the City has retained \$5,000.00 (0.30%) 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 \$1,684,426.20 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$5,000.00, 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 **18th** 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

**RETAINAGE**

Contractor: Synergy Contracting, LLC  
 1120 2nd St NE  
 Bondurant, Iowa. 50035

Project Title	Alluvion Booster Station	
WDM Project File Number	0510-027-2015	
Purchase Order Number	2018-00000839	
Orig. Contract Amount & Date	\$1,665,050.00	05/23/18
Estimated Completion Date	05/31/19	
Pay Period	10/30/19 to 11/18/19	
Pay Request Number	Retainage	
Date	12/23/19	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
	Mobilization	LS	1	\$113,050.00	\$113,050.00	1.00	\$113,050.00
	Bonding & Insurance	LS	1	\$70,000.00	\$70,000.00	1.00	\$70,000.00
	Survey	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
	Site Grading & Driveway	LS	1	\$60,000.00	\$60,000.00	1.00	\$60,000.00
	Excavation & Backfill	LS	1	\$25,000.00	\$25,000.00	1.00	\$25,000.00
	Erosion Control	LS	1	\$8,000.00	\$8,000.00	1.00	\$8,000.00
	Site Restoration	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00
	Storm Sewer	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00
	20" PVC Pipe & Fittings	LS	1	\$230,000.00	\$230,000.00	1.00	\$230,000.00
	Pre-Packaged Booster Station (ESI)	LS	1	\$890,000.00	\$890,000.00	1.00	\$890,000.00
	Site Electrical (Jenson Electric)	LS	1	\$140,000.00	\$140,000.00	1.00	\$140,000.00
	Clearing & Grubbing (J Pettiecord)	LS	1	\$20,000.00	\$20,000.00	1.00	\$20,000.00
	Concrete Footings & Flatwork	LS	1	\$40,000.00	\$40,000.00	1.00	\$40,000.00
	Gate (Des Moines Steel Fence)	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
	Masonry	LS	1	\$35,000.00	\$35,000.00	1.00	\$35,000.00
	Painting	LS	1	\$14,000.00	\$14,000.00	1.00	\$14,000.00
	Trees	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
				<b>Total</b>	<b>\$1,665,050.00</b>		<b>\$1,665,050.00</b>

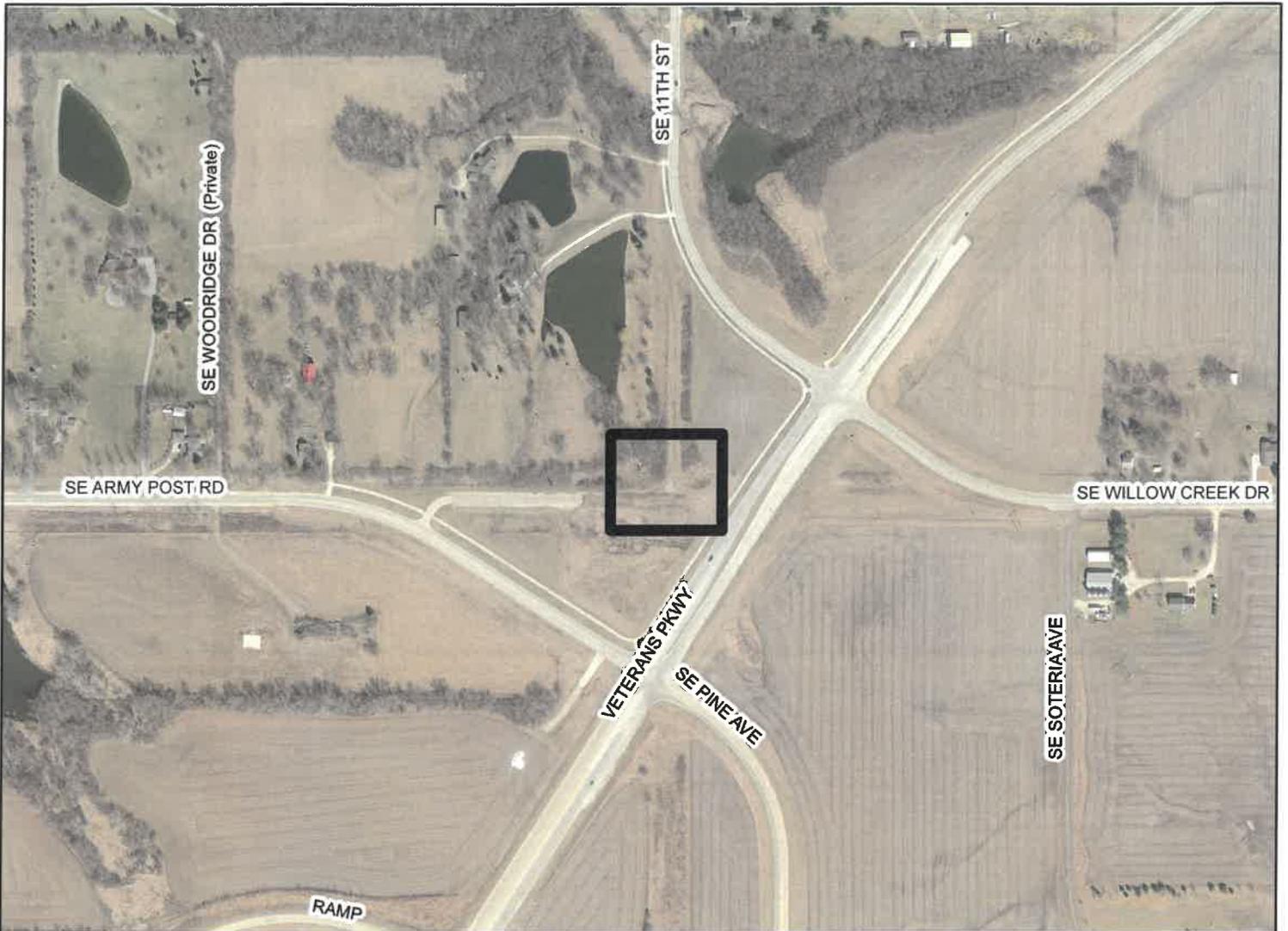
MATERIALS STORED SUMMARY					
	Invoice #	Description	# of Units	Unit Price	Extended Cost
				<b>TOTAL</b>	<b>\$0.00</b>

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,665,050.00	\$1,665,050.00
Approved Change Order 1	\$10,542.20	\$10,542.20
Approved Change Order 2	\$3,834.00	\$3,834.00
Approved Change Order 3	\$5,000.00	\$5,000.00
Revised Contract Price	\$1,684,426.20	\$1,684,426.20
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00

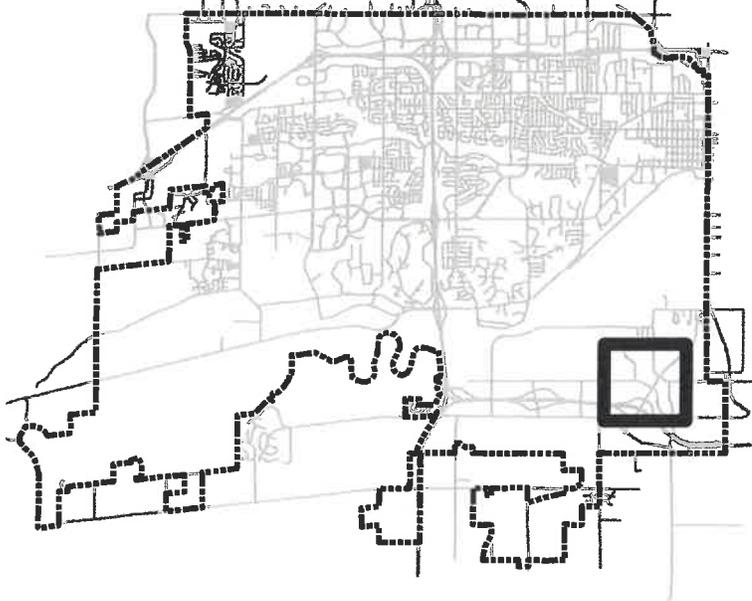
		Liquidated Damages	
		Total Earned Less Retainage	\$1,684,426.20
Total Previously Approved (list each)	Pay Request 1	\$326,878.38	
	Pay Request 2	\$250,161.12	
	Pay Request 3	\$199,684.77	
	Pay Request 4	\$138,222.34	
	Pay Request 5	\$59,090.00	
	Pay Request 6	\$107,247.87	
	Pay Request 7	\$67,227.23	
	Pay Request 8	\$114,432.26	
	Pay Request 9	\$42,899.62	
	Pay Request 10	\$73,277.30	
	Pay Request 11	\$31,397.50	
	Pay Request 12	\$87,687.37	
	Pay Request 13	\$19,679.25	
	Pay Request 14	\$55,007.38	
	Pay Request 15	\$18,762.50	
	Pay Request 16	\$53,771.31	
	Pay Request 17	\$19,000.00	
	Pay Request 18	\$15,000.00	
		Total Previously Approved	\$1,679,426.20
		Amount Due This Request	<b>\$5,000.00</b>
		Percent Complete	100%
		Percent of Contract Period Utilized	100%

The amount **\$5,000.00** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By: <i>AK JMS</i>
Synergy Contracting, LLC	HDR Engineering, Inc.	City of West Des Moines
Signature:	Signature:	Signature: <i>Brian J. Hemesath</i>
Name: Faige Naber	Name: Mark Duben, P.E.	Name: Brian J. Hemesath, P.E.
Title: Project Manager	Title: Project Manager	Title: City Engineer
Date:	Date:	Date: 11.13.19



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:	<b>Alluvion Water Booster Station</b>		
LOCATION:	<b>Veteran's Parkway &amp; SE Army Post Road</b>		
DRAWN BY: JDR	DATE: 07/11/2017	PROJECT NUMBER : 0510-027-2015 SUBDIVISION NAME:	SHT. 1 of 1

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

**DATE:** November 18, 2019

**ITEM:** Resolution – Accept Work – Neighborhood Park Signage

**FINANCIAL IMPACT:** The total construction cost of this project is \$269,064.00. All costs of the project have been paid from the Park Signage Upgrade C.I.P. (G/L Acct 500.000.000.5250.490, Project No. 0510 094 2017). The original contract amount of the project was \$249,964.00, with one change order to add (2) additional signs for a total of \$19,100.00.

**BACKGROUND:** Nagle Signs, Inc. from Waterloo, Iowa is working under an agreement dated May 9, 2019 for construction services related to the Neighborhood Park Signage. Work is substantially complete. This action accepts the improvements and authorizes staff to pay retainage no sooner than 30 days.

The project involved construction for the replacement of neighborhood park signs located throughout the park system. The previous wooden signs within the City’s neighborhood parks were over 20 years old with many showing signs of decay and age. The replacement signs were designed in the same family as other signs throughout the City, and were constructed of a combination of corten steel, sandblasted aluminum, and stainless steel lettering, all mounted on a concrete footing

**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 9, 2019 the City Council entered into a contract with Nagle Signs, Inc. of Waterloo, Iowa for the following described public improvement:

**Neighborhood Park Signage**

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 18, 2019.

Therefore

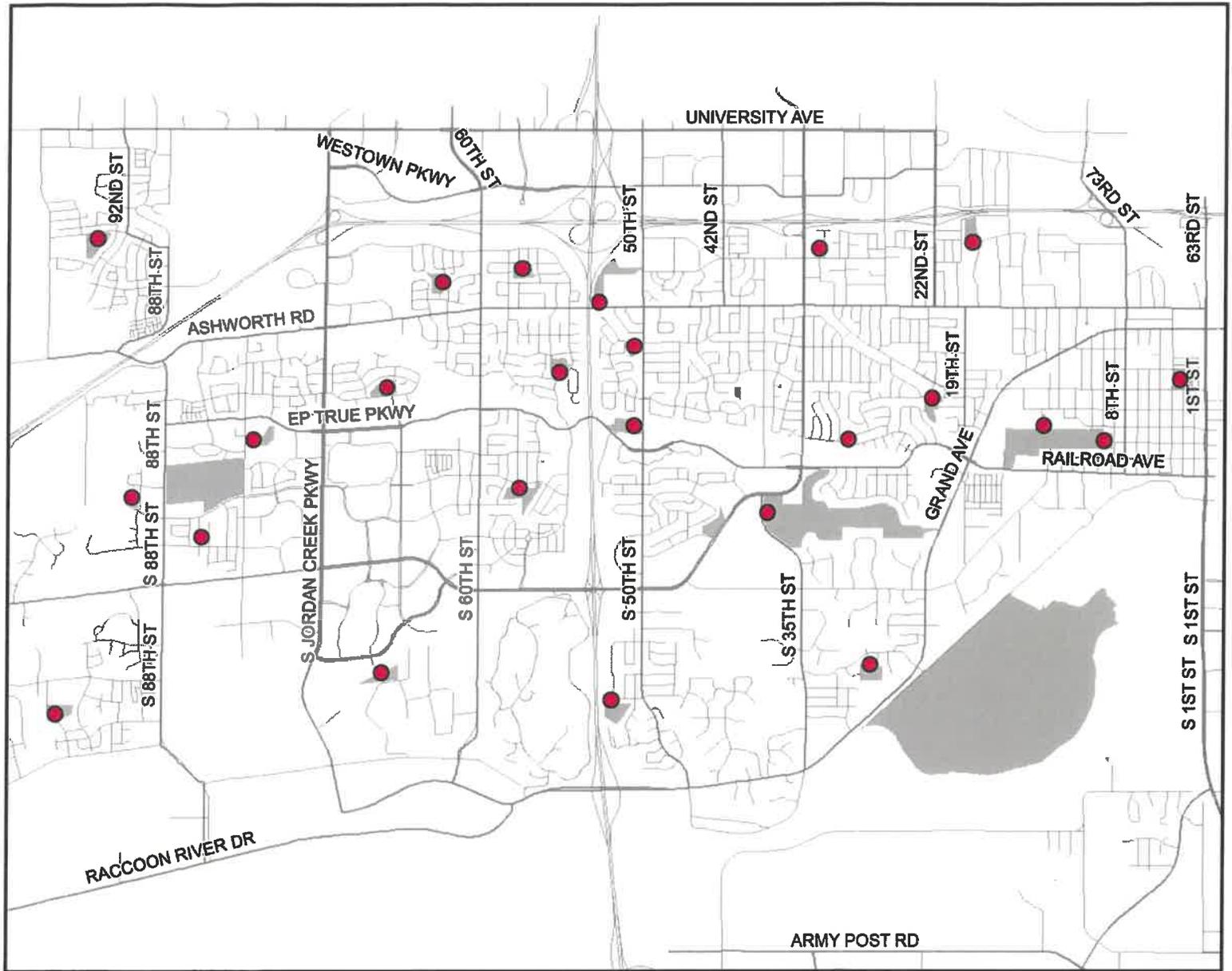
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$269,064.00 as shown in said report.

**PASSED AND APPROVED**, this 18<sup>th</sup> day of November, 2019.

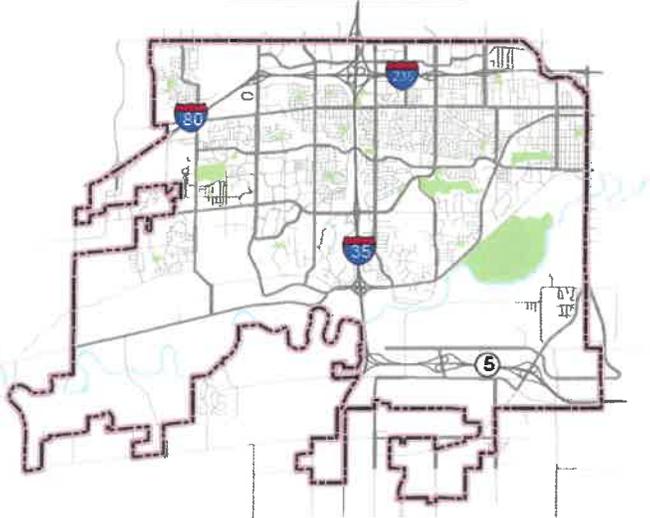
\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

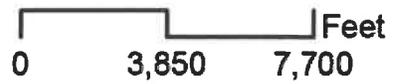


**VICINITY MAP**



**LEGEND**

● Project Area



	<b>PROJECT: NEIGHBORHOOD PARK ENTRY SIGNAGE</b>			
	<b>LOCATION: CITYWIDE</b>			
	<b>DRAWN BY: MAA</b>	<b>DATE: 3/14/2019</b>	<b>PROJECT NO.:</b>	<b>SHT. 1 of 1</b>

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

**ITEM:**

**DATE: November 18, 2019**

Resolution - Approving Public Highway At-Grade Crossing Agreement Intersection Improvements – Jordan Creek Parkway and Ashworth Road Union Pacific Railroad Company

**FINANCIAL IMPACT:**

The cost of the right-of-way permissions necessary to allow for construction of roadway and sidewalk improvements within the Union Pacific Railroad (UPRR) right-of-way is \$5,400.00. No railroad crossing upgrades nor signals are required by the UPRR. All costs for execution of this Agreement can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

**BACKGROUND:**

The City is planning to construct a southbound right-turn lane on Jordan Creek Parkway at Ashworth Road to improve traffic congestion as well as extend sidewalk through the UPRR right-of-way to connect existing sidewalks that do not currently connect. Construction of the southbound right-turn lane and sidewalk encroach upon UPRR right-of-way, thus requiring the execution of a Public Highway At-Grade Crossing Agreement. Under this Agreement, the UPRR will grant the City additional rights in order to construct, maintain, and repair the roadway and sidewalk over and across the crossing.

**OUTSTANDING ISSUES:**

None

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Public Highway At-Grade Crossing Agreement.

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

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>(Handwritten initials)</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

## **Resolution Approving Public Highway At-Grade Crossing Agreement**

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

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

and,

**WHEREAS**, the City of West Des Moines originally entered into a Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad Company on March 23, 1998 covering construction, use, maintenance, and repair of an at-grade public road crossing on Jordan Creek Parkway just north of Ashworth Road; and,

**WHEREAS**, to complete the southbound right-turn lane on Jordan Creek Parkway at Ashworth Road and extend sidewalk through the Union Pacific Railroad Company's right-of-way, encroachment upon the Union Pacific Railroad Company's right-of-way will be required; and,

**WHEREAS**, the Engineering Services Department has obtained a written Agreement from the Union Pacific Railroad Company for additional rights to construct roadway and sidewalk improvements within an existing at-grade crossing of the rail line at the following cost to the City of West Des Moines;

<b>Railroad Crossing Encroachment</b>	<b>\$5,400.00</b>
---------------------------------------	-------------------

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the City Clerk is authorized and directed to enter into an Agreement with Union Pacific Railroad Company for the cost indicated above as payment by the City of West Des Moines for the permissions granted.

**PASSED AND APPROVED** on this **18th** day of **November, 2019**.

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

ATTEST:

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

UP Real Estate Folder No.: 1637-04  
Audit Number 204829

**PUBLIC HIGHWAY AT-GRADE CROSSING**

JORDON CREEK PARKWAY  
DOT 193010M  
MILE POST – 299.80, WAUKEE INDUSTRIAL LEAD  
WAUKEE, DALLAS COUNTY, IA

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF WEST DES MOINES**, a municipal corporation or political subdivision of the State of Iowa to be addressed at PO Box 65320, West Des Moines, IA, 50265-0320 ("Political Body").

**RECITALS:**

By instrument dated March 23, 1998 the Railroad and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at grade public road crossing over Jordon Creek Parkway DOT 193101M at Railroad's Milepost 299.80 on Railroad's Waukee Ind Ld at or near Waukee, Dallas County, Iowa.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening with sidewalks of the road crossing that was constructed under the Original Agreement. The road crossing, as reconstructed and widened with sidewalks is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by Railroad to the Political Body under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening with sidewalks of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening with sidewalks of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway ("New Crossing Area") including the right of way area covered under the Original Agreement or in a separate document ("Existing Crossing Area") as shown on the print marked **Exhibit A** and also described in the plans marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

**Section 2. RAILROAD GRANTS RIGHT**

For and in consideration of the sum of **FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration] of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit C**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and

obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 1637-04

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

**Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new

agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

**Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE  
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

**Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

**Section 15. SUPPLEMENT TO THE EXISTING AGREEMENT**

The Original Agreement dated March 23, 1998 shall be supplemented by this Agreement. In the event of any conflict between the Original Agreement and this Agreement, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

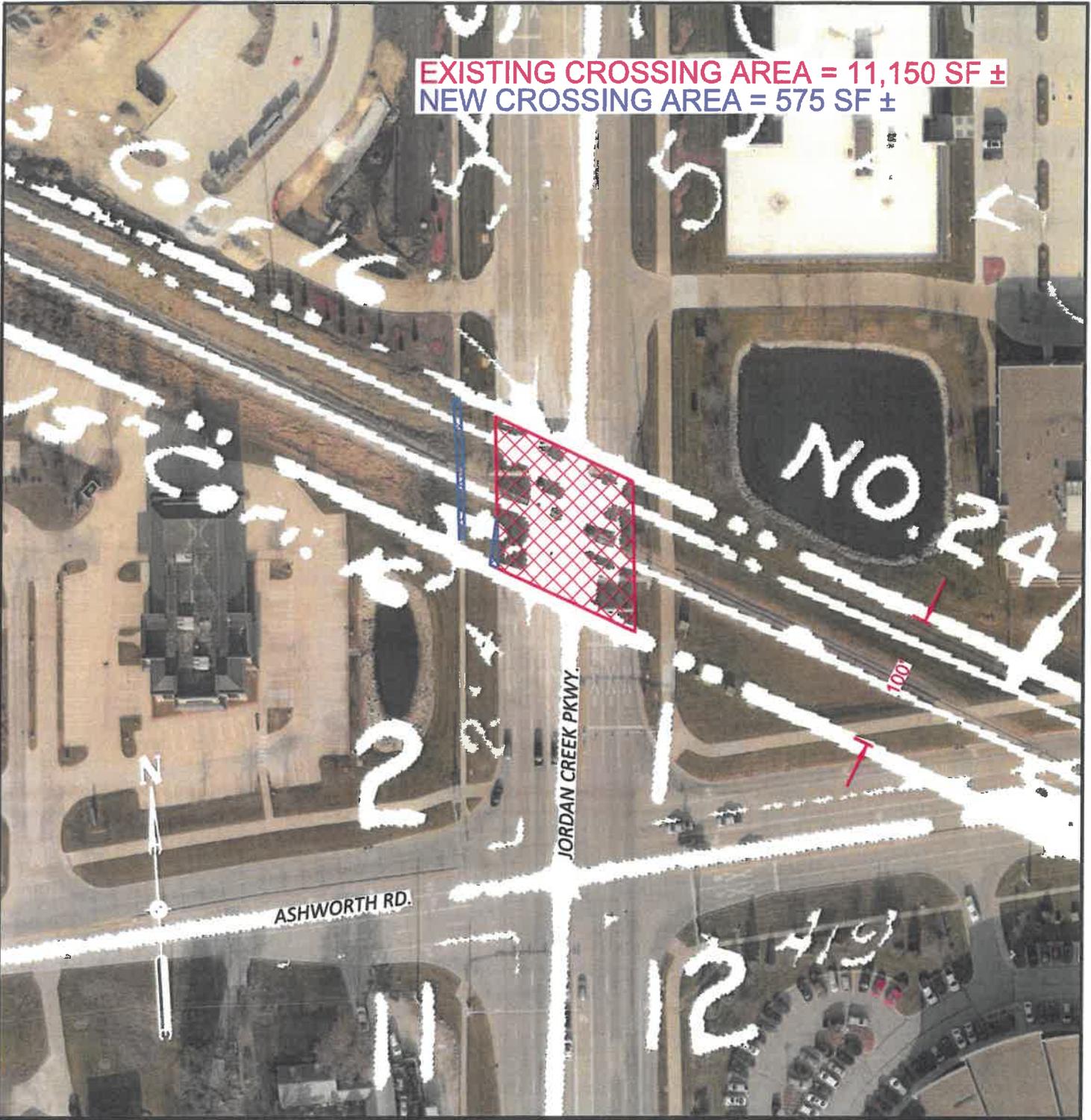
**CITY OF WEST DES MOINES**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)

**EXISTING CROSSING AREA = 11,150 SF ±**  
**NEW CROSSING AREA = 575 SF ±**



**LEGEND:**

EXISTING CROSSING AREA..... 

NEW CROSSING AREA..... 

UPRRCO. R/W OUTLINED..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.  
 EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**  
 WAUKEE, DALLAS COUNTY, IA  
 M.P. 299.8 - WAUKEE IND. LD.  
 MAP MSL 1A V-5C / 2  
 SCALE: 1" = 100'  
 OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 8/22/2019  
 RRM FILE: 01637-04

CADD FILENAME	0163704.DGN
SCAN FILENAME	0163704_IA105C02.TIF

**EXHIBIT A-1  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A-1** will be the plans showing the Crossing Area (see Recitals)



**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating

property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

### **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental

thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

## **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill

Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal

Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice

President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except

holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

#### **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

#### **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

#### **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

### **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Public Highway At-Grade Crossing 03/01/13  
Standard Form Approved, AVP-Law

**EXHIBIT C**

**TO**

**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and  
\_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work  
relating to \_\_\_\_\_

(the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost  
\_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No.  
\_\_\_\_\_ located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such  
location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof,  
which work is the subject of a contract dated \_\_\_\_\_ between Railroad and  
\_\_\_\_\_.

Railroad is willing to permit Contractor to perform the work described above at the location described above  
subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's  
contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes  
of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and  
therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each  
and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the  
property described in the Recitals for the purpose of performing the work described in the Recitals above. The right  
herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as  
designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this  
agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor  
(including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

\_\_\_\_\_  
[Insert mailing address]  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Folder No. \_\_\_\_\_

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

\_\_\_\_\_  
(Name of Contractor)

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

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,**

AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

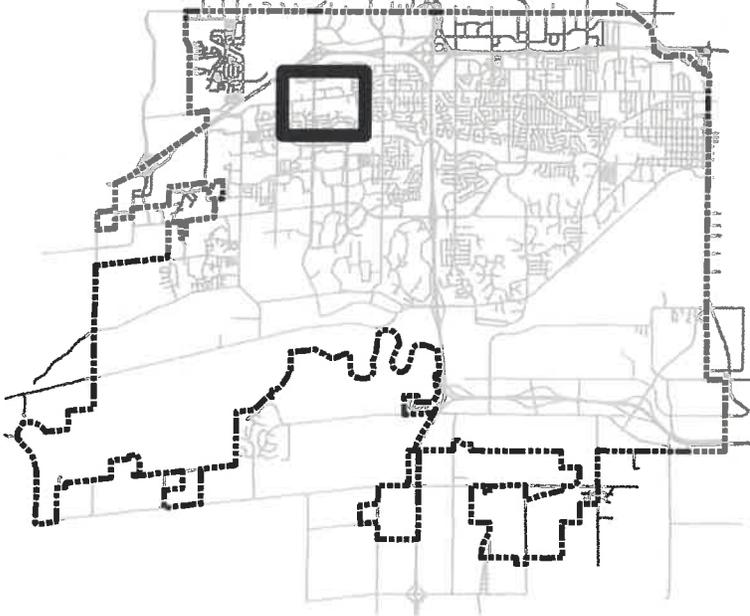
If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. **BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.**
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



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

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 7/16/2018

PROJECT NUMBER/NAME: 0510-052-2018

SHT. 1 of 1

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:**

**DATE:** November 18, 2019

Resolution approving a 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

**FINANCIAL IMPACT:**

There will be limited positive financial impact to the City of West Des Moines when the City performs tobacco compliance checks in West Des Moines on behalf of the State of Iowa.

**BACKGROUND:**

Pursuant to state law and an intergovernmental agreement with the Iowa Department of Public Health, the Iowa Alcoholic Beverages Division (ABD) possess the authority and provides for the enforcement of the State of Iowa's tobacco laws. For a number of years, the Iowa ABD has delegated the responsibility to perform tobacco sale to minor compliance checks of local business to the City of West Des Moines and its Police Department. In return, the City receives a flat fee of \$50.00 from the State of Iowa for each reported tobacco compliance check.

The Iowa ABD prepared a 28E Agreement for the local authorities to sign for purposes of these tobacco enforcement efforts to formally establish each party's respective obligations. This 28E Agreement is a renewal of the same agreement reviewed by the West Des Moines City Attorney's Office and approved by the City Council on October 29, 2018.

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

**RECOMMENDATION:**

Approve the 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	IDS
Agenda Acceptance	CR

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE IOWA  
ALCOHOLIC BEVERAGES DIVISION AND THE CITY OF WEST DES MOINES FOR  
THE PURPOSES OF PROVIDING AND FUNDING LOCAL TOBACCO  
ENFORCEMENT ACTIVITIES**

**WHEREAS**, the provision of tobacco enforcement efforts within the City of West Des Moines promotes the health and well-being of West Des Moines citizens and visitors; and

**WHEREAS**, the State of Iowa, through the Iowa Alcoholic Beverages Division, has offered to reimburse the City of West Des Moines and the City's Police Department for performing tobacco sale to minor compliance checks of local businesses; and

**WHEREAS**, the Iowa Alcoholic Beverages Division and the City of West Des Moines have negotiated an agreement under Iowa Code Chapter 28E to provide and fund local tobacco enforcement activities.

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

1. The 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines is hereby approved.
2. The Police Chief is authorized to sign the signature page to be attached to the 28E Agreement on behalf of the City of West Des Moines.
3. The Police Department is directed to forward the signed signature page to Karen Freund, Deputy Administrator of Regulatory Affairs, Iowa Alcoholic Beverages Division, 1918 SE Hulsizer Road, Ankeny, Iowa 50021, with the executed signature page to be attached to the 28E Agreement, which the Iowa Alcoholic Beverages Division will then electronically file with the Secretary of State of Iowa.

**PASSED AND APPROVED** this 18th day of November, 2019.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson  
City Clerk

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the West Des Moines Police Department (The “Department”). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

**West Des Moines Police Department**  
250 George Mills Civic Parkway, West Des Moines, Iowa 50265

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2020, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2019.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2020**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2019 business year, but not before October 1, 2019. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2019 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2020**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2020**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

**5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

**5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

**5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

**5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

**5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## **5.2 Responsibilities of the ABD.**

**5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

**5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.

**5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

**5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2019** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

**10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

**10.4 Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

#### **SECTION 11. INDEMNIFICATION.**

**11.1** **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2** **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

#### **SECTION 12. CONTACT PERSON.**

**12.1** **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

#### **SECTION 13. CONTRACT ADMINISTRATION.**

**13.1** **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

**13.2** **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: [Ekman@IowaABD.com](mailto:Ekman@IowaABD.com)

If to Department: Chief Chris Scott  
West Des Moines Police Department  
250 George Mills Civic Parkway  
West Des Moines, Iowa 50265  
Email: [chris.scott@wdm.iowa.gov](mailto:chris.scott@wdm.iowa.gov)

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

**13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

**13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**By Alcoholic Beverages Division**

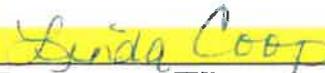
\_\_\_\_\_  
**Joshua Happe**  
**Regulatory Compliance Bureau Chief**

\_\_\_\_\_  
**Date**

**By Law Enforcement Agency**

  
\_\_\_\_\_  
**Department Official**

  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Department Witness**

  
\_\_\_\_\_  
**Date**

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

**ITEM:** Setting Date of Public Hearing for Amendment No. 4 to the Alluvion Urban Renewal Plan - City Initiated      **DATE:** November 18, 2019

**RESOLUTION:** Establish Public Hearing date for Amendment No. 4 to the Alluvion Urban Renewal Plan - City Initiated

**FINANCIAL IMPACT:** Not determined at this time.

**BACKGROUND:** The City Council approved the Alluvion Urban Renewal Plan in 2014, Amendment No. 1 was approved in 2015 and the most recent amendments to the Urban Renewal Plan, Amendment No. 2 was in 2016, and Amendment No. 3 was in July 2018. The Area does have a frozen base value as debt was certified for this Urban Renewal Area.

Staff has identified the need to amend the Alluvion Urban Renewal Plan to identify two projects within the Area. Staff has been working with prospect, Wright Service, to relocate their office headquarters. Staff has also been working with Allied Construction to relocate their offices from Des Moines. According to State Law, Urban Renewal Plans must be amended to identify all projects potentially utilizing TIF and/or to add land area.

This Plan must be amended to allow for projects being funded with TIF, which include public infrastructure projects as well as incentives. The Plan must also be amended to include additional land area being added.

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment.

**RECOMMENDATION:** Staff recommends that the City Council approve a resolution setting December 16, 2019, as the public hearing date for Amendment No. 4 to the Alluvion Urban Renewal Plan.

**Lead Staff Member:** Rachel Wacker, Business Development Coordinator

**STAFF REVIEWS**

Department Director	Clyde E. Evans, Director, Community and Economic Development
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	N/A
Dates(s) Published	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	F&A
Date Reviewed	October 23, 2019
Recommendation	X Yes    No

**ATTACHMENTS:** **Exhibit I:** Proposed Alluvion Urban Renewal Plan Amendment No. 4  
**Exhibit II:** Map of Proposed Alluvion Urban Renewal Plan Amenedment No. 4  
**Exhibit III:** Resolution

CITY OF WEST DES MOINES, IOWA  
 URBAN RENEWAL PLAN AMENDMENT #4  
 ALLUVION URBAN RENEWAL AREA

December, 2019

The Urban Renewal Plan (the “Plan”) for the Alluvion 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 Projects.** 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:** Traffic Signals Installation Project

**Name of Urban Renewal Area:** Alluvion Urban Renewal Area

**Date of Council Approval of Project:** December 16, 2019

**Description of Project and Project Site:** The Traffic Signals Installation Project will consist of the installation of new traffic signals along Veterans Parkway in the Urban Renewal Area. It is expected that the completed Traffic Signals Installation Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

**Description of Properties to be Acquired in Connection with Project:** The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Traffic Signals Installation Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Traffic Signals Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Traffic Signals Installation Project will not exceed \$1,000,000.

**B.**

**Name of Project:** Street Improvements Project

**Name of Urban Renewal Area:** Alluvion Urban Renewal Area

**Date of Council Approval of Project:** December 16, 2019

**Description of Project and Project Site:** The Street Improvements Project will consist of the construction of street extensions; the construction of minor collector roads; street widening and paving; street reconstruction; and the incidental utility, landscaping, site clearance and cleanup work related thereto in the Urban Renewal Area on and along the segments of the following streets and locations in the Urban Renewal Area:

- 1) On and along Veterans Parkway from its intersection with SE Salix Drive and continuing south to a point north of Willow Creek Drive (street widening); and
- 2) On and along SE Willow Creek Drive from its intersection with SE Soteria Avenue and continuing east to its intersection with SE 1<sup>st</sup> Street (street reconstruction); and
- 3) Beginning at the intersection of SE Salix Drive and Veterans Parkway and extending east to SE 1<sup>st</sup> Street (street extension); and
- 4) On and along SE 1<sup>st</sup> Street from its intersection with the new extension of SE Salix Drive and continuing south to its intersection with SE Willow Creek Drive (street reconstruction); and
- 5) Beginning at point on SE Willow Creek Drive between SE Soteria Avenue and SE 1<sup>st</sup> Street and extending north to the new extension of SE Salix Drive (minor collector).

It is expected that the completed Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

**Description of Properties to be Acquired in Connection with Project:** The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Street Improvements Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Street Improvements Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Street Improvements Project will not exceed \$7,000,000.

**C.**

**Name of Project:** Water Main Installation Project

**Name of Urban Renewal Area:** Alluvion Urban Renewal Area

**Date of Council Approval of Project:** December 16, 2019

**Description of Project and Project Site:** The Water Main Installation Project will consist of the installation of new twelve inch and eight inch water mains and the incidental landscaping, site clearance and cleanup work related thereto in the Urban Renewal Area on and along the segments of the following streets in the Urban Renewal Area:

- 1) On and along SE Willow Creek Drive from its intersection with SE Soteria Avenue and continuing east to its intersection with SE 1<sup>st</sup> Street (12" main); and
- 2) On and along SE Salix Drive from its intersection with Veterans Parkway and continuing east to its intersection with SE 1<sup>st</sup> Street (8" main); and
- 3) On and along SE 1<sup>st</sup> Street from its intersection with SE Salix Drive and continuing south to its intersection with SE Willow Creek Drive (8" Main);

It is expected that the completed Water Main Installation Project will cause increased and improved ability of the City to provide adequate waterworks utility system infrastructure for the growth and retention of commercial enterprises in the City.

**Description of Properties to be Acquired in Connection with Project:** The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Water Main Installation Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Water Main Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Water Main Installation Project will not exceed \$1,500,000.

**D.**

**Name of Project:** Sanitary Sewer Line Installation Project

**Name of Urban Renewal Area:** Alluvion Urban Renewal Area

**Date of Council Approval of Project:** December 16, 2019

**Description of Project and Project Site:** The Sanitary Sewer Line Installation Project will consist of the installation of new twelve inch and eight inch sanitary sewer lines and the incidental landscaping, site clearance and cleanup work related thereto in the Urban Renewal Area in the Willow Creek Drive Sanitary Sewer Connection Fee District (12" line) and/or on and along SE 1<sup>st</sup> Street (8" line) in the Urban Renewal Area.

It is expected that the completed Sanitary Sewer Line Installation Project will cause increased and improved ability of the City to provide adequate sanitary sewer utility system infrastructure for the growth and retention of commercial enterprises in the City.

**Description of Properties to be Acquired in Connection with Project:** The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Sanitary Sewer Line Installation Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Sanitary Sewer Line Installation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Sanitary Sewer Line Installation Project will not exceed \$650,000.

**E.**

**Name of Project:** Wright Service Corp. Development Project

**Name of Urban Renewal Area:** Alluvion Urban Renewal Area

**Date of Council Approval of Project:** December 16, 2019

**Description of the Project:** Wright Service Corp. (the "Developer") has proposed to undertake the construction of an 80,000 square-foot building that will contain office and warehouse space (the "Project") on certain real property situated in the Urban Renewal Area and bearing Polk County Property Tax Parcel Identification Numbers 320/00370-703-007 and 320/00370-306-002 (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:** Some of the public infrastructure projects described in this Amendment are necessary for the development of 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 \$1,275,871 plus the Admin Fees.

F.

**Name of Project:** Allied Construction Services, Inc. Development Project

**Name of Urban Renewal Area:** Alluvion Urban Renewal Area

**Date of Council Approval of Project:** December 16, 2019

**Description of the Project:** Allied Construction Services, Inc. (the “Developer”) has proposed to undertake the construction of an 47,380 square-foot building that will contain warehouse space (the “Project”) on the Property described in Section 1 of this Amendment.

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:**Some of the public infrastructure projects described in this Amendment are necessary for the development of 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. Further, the Developer and the City will enter into a Minimum Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) establishing a minimum taxable value of the Property described in Section 1 of this Amendment. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$2,587,000 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>\$ 14,028,871*</u>

\* Plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Projects described in this Amendment.

EXHIBIT A  
Legal Description  
Expanded Alluvion Urban Renewal Area  
(December, 2019 Addition)

All that part of Lots "A", "B", 1, 2, 3, 4 and 5 of Pleasant Ridge Heights, an Official Plat, AND the Southwest Quarter (SW1/4) of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., all now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows:

Beginning at the intersection of the North Right of Way of SE Willow Creek Drive, formerly SE Army Post Road and the East line of the SW1/4 of said Section 26;

Thence West along said North Right of Way of SE Willow Creek Drive and the South lines of Lots 4, 1 and 5 of said Pleasant Ridge Heights, to the Southwest Corner of said Lot 5 and Southeast corner of Lot 6 Pleasant Ridge Heights;

Thence North along the East line of said Lot 6 and the West lines of Lots 5 and 1 of said Pleasant Ridge Heights, to the Northwest corner of said Lot 1 and the Northeast corner of said Lot 6;

Thence West along the north line of Lots 6 and 7 of Pleasant Ridge Heights and the projection west thereof, to the West Right of Way line of Veterans Parkway;

Thence Northeast along the West Right of Way line of Veterans Parkway to the intersection of the North line of the SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in the City of West Des Moines, Polk County, Iowa;

Thence East, along the North line of said SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, to the Intersection of the Northerly projection of the West line of Quinn's Acres, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa and the North line of the SW1/4 of said Section 26;

Thence South along the Northerly projection of the West line of said Quinn's Acres, a distance of 409.75 feet;

Thence East, 409.75 feet South of and parallel to the North line of the SW1/4 of said Section 26, to the West Right of Way line of SE 1<sup>st</sup> Street;

Thence South, along the West Right of Way line of SE 1<sup>st</sup> Street a distance of 60 feet;

Thence West 469.75 feet South of and parallel to the North line of the SW1/4 of said Section 26, to the Northerly projection of the West line of Quinn's Acres;

Thence South, along the Northerly projection of the West line of Quinn's Acres, to the Northwest corner of Lot 1 of said Quinn's Acres;

Thence continuing South, along the West line of Quinn's Acres to the Southwest corner of Lot 3 of said Quinn's Acres;

Thence East, along the South line of said Lots 3 and A of said Quinn's Acres to the Southeast corner of said Quinn's Acres, being a point on the East line of the SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa;

Thence South, along the East line of the SW1/4 of said Section 26, to the Point of Beginning.

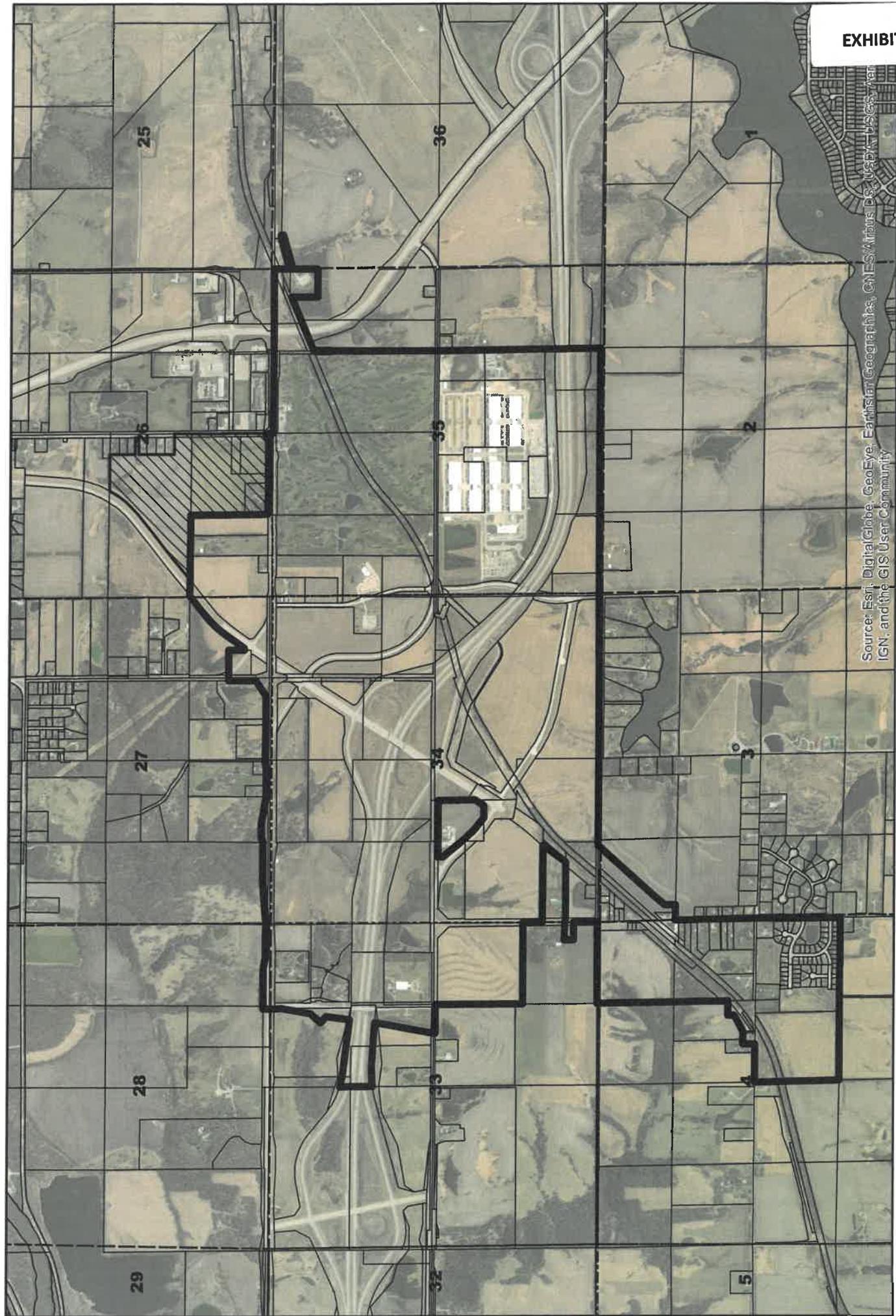
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, Aero  
IGN, and the GIS User Community

**Legend**

-  Add
-  Remove
-  Existing Urban Renewal Area



	PROJECT:	<b>Alluvion Urban Renewal Area</b>		
	LOCATION:	<b>Amendment #3</b>		
	AUTHOR:	DATE:	SHEET:	1 OF 1
	BJM	10/3/2019		



## RESOLUTION NO. \_\_\_\_\_

## Resolution Setting Date for a Public Hearing on Designation of the Expanded Alluvion Urban Renewal Area and on Urban Renewal Plan Amendment #4

WHEREAS, this City Council of the City of West Des Moines, Iowa (the "City") by resolution previously established the Alluvion 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 Wright Service Corp. (the "Developer") in connection with the construction by the Developer of a new building that will contain office and warehouse space; (b) undertaking certain public infrastructure improvements to support the construction by Allied Construction Services, Inc. of a new building that will contain warehouse space and entering into a related development agreement and minimum assessment agreement; (c) using tax increment financing to pay the costs of constructing street improvements, including street widening and paving, street reconstruction, street realignment and the installation of traffic signals, in order to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City; (d) using tax increment financing to pay the costs of the installation of water mains in order to provide adequate water utility system infrastructure for the growth and retention of commercial enterprises in the City; and (e) using tax increment financing to pay the costs of the installation of sewer lines in order to provide adequate sanitary sewer utility system infrastructure for the growth and retention of commercial enterprises in the City, 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 West Des Moines Community School District Learning Resource Center, 3550 Mills Civic Parkway, West Des Moines, Iowa, on December 16, 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 18, 2019.

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Mayor

Attest:

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City Clerk

**EXHIBIT A**  
**Legal Description**  
**Expanded Alluvion Urban Renewal Area**  
**(2019 Addition)**

All that part of Lots "A", "B", 1, 2, 3, 4 and 5 of Pleasant Ridge Heights, an Official Plat, AND the Southwest Quarter (SW1/4) of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., all now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows:

Beginning at the intersection of the North Right of Way of SE Willow Creek Drive, formerly SE Army Post Road and the East line of the SW1/4 of said Section 26;

Thence West along said North Right of Way of SE Willow Creek Drive and the South lines of Lots 4, 1 and 5 of said Pleasant Ridge Heights, to the Southwest Corner of said Lot 5 and Southeast corner of Lot 6 Pleasant Ridge Heights;

Thence North along the East line of said Lot 6 and the West lines of Lots 5 and 1 of said Pleasant Ridge Heights, to the Northwest corner of said Lot 1 and the Northeast corner of said Lot 6;

Thence West along the north line of Lots 6 and 7 of Pleasant Ridge Heights and the projection west thereof, to the West Right of Way line of Veterans Parkway;

Thence Northeast along the West Right of Way line of Veterans Parkway to the intersection of the North line of the SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in the City of West Des Moines, Polk County, Iowa;

Thence East, along the North line of said SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, to the Intersection of the Northerly projection of the West line of Quinn's Acres, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa and the North line of the SW1/4 of said Section 26;

Thence South along the Northerly projection of the West line of said Quinn's Acres, a distance of 409.75 feet;

Thence East, 409.75 feet South of and parallel to the North line of the SW1/4 of said Section 26, to the West Right of Way line of SE 1<sup>st</sup> Street;

Thence South, along the West Right of Way line of SE 1<sup>st</sup> Street a distance of 60 feet;

Thence West 469.75 feet South of and parallel to the North line of the SW1/4 of said Section 26, to the Northerly projection of the West line of Quinn's Acres;

Thence South, along the Northerly projection of the West line of Quinn's Acres, to the Northwest corner of Lot 1 of said Quinn's Acres;

Thence continuing South, along the West line of Quinn's Acres to the Southwest corner of Lot 3 of said Quinn's Acres;

Thence East, along the South line of said Lots 3 and A of said Quinn's Acres to the Southeast corner of said Quinn's Acres, being a point on the East line of the SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa;

Thence South, along the East line of the SW1/4 of said Section 26, to the Point of Beginning.

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Reallocate 2017 Series C General Obligation Urban  
Renewal Bond Proceeds from Alluvion Urban  
Renewal Area to Osmium Urban Renewal Area

**DATE:** November 18, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:** The City's 2017 Series C General Obligation Urban Renewal Area Bonds of \$9,130,000 were the fourth and final series of Bonds sold by the City in order to finance city infrastructure projects within the Alluvion Urban Renewal Area. The projects were all needed to support Microsoft's Alluvion Data Center and became a requirement of the City upon execution of the Development Agreement with Microsoft.

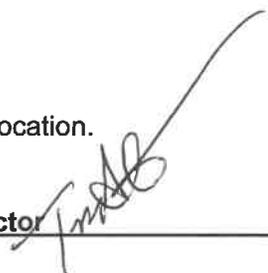
Several years later, as these projects are now nearing completion, several factors have combined to make a situation where the 2017 Series C proceeds are not needed for Alluvion projects. (1) Engineering forecasts for the infrastructure projects were generally conservative and, due to a competitive bidding environment, actual construction costs were lower-than-anticipated, (2) the City obtained a RISE (Revitalizing Iowa's Sound Economy) Grant from the State of Iowa to offset some of the costs, and (3) West Des Moines Water Works has now paid the City for a majority of their infrastructure, which needed to be 'front-funded' by the City.

Staff has worked closely with its financial advisor (PFM) and bond counsel (Dorsey) and has determined that the excess bond proceeds can legally be reallocated to another Urban Renewal Area within the City. Moving these proceeds over to the Osmium URA will not cause issues and makes the most logical sense because Microsoft is the only entity who have current developments in each URA.

Dorsey believes that descriptions of infrastructure projects contemplated for each URA are consistent and would allow for the flexibility to reallocate the proceeds. In fact, each URA is paying for a portion of Veterans Parkway.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** Adopt resolution allowing for reallocation.

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

## **Resolution**

WHEREAS, Series 2017 Series C General Obligation Urban Renewal Bonds were issued on August 7, 2017, and

WHEREAS, the purpose of these bonds, along with other previous bond issuances, was to fund infrastructure projects within the Alluvion Urban Renewal Area and so future payments were intended to come from revenues generated within this area, and

WHEREAS, due to a combination of factors, the bond proceeds have exceeded the cost of the underlying projects and thus can be repaid or reallocated towards another Urban Renewal Area, and

WHEREAS, staff has conferred with Bond Counsel and Financial Advisors to determine the most appropriate course of action,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the 2017 Series C General Obligation Urban Renewal Bond proceeds can be reallocated so that repayments of these bonds will come from the Osmium Urban Renewal Area, not the Alluvion Renewal Area.

PASSED AND APPROVED this 18<sup>th</sup> day of November, 2019

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

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

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

**ITEM:** Approval of Proclamation  
Small Business Saturday

**DATE:** November 18, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Small Business Saturday was founded by American Express in 2010 as a way to promote holiday shopping at small, locally-owned businesses across the United States. The day is celebrated each year on the Saturday after Thanksgiving. In 2011, the U.S. Senate officially recognized Small Business Saturday. In 2012, the estimated consumer spending on Small Business Saturday was \$5.5 billion. Now in 2019, in an effort to recognize the many small businesses in West Des Moines – whether in Valley Junction, West Glen, Valley West Mall, Governor’s Square, Clocktower Square, Westowne Shopping Center, and many other locations – the City of West Des Moines would like to lend its voice in support of Small Business Saturday.

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

**RECOMMENDATION:**

Approval of Proclamation declaring November 30, 2019 as “Small Business Saturday”

**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**

## **Small Business Saturday November 30, 2019**

**WHEREAS**, small businesses form the backbone of our local economy, generating jobs and improving the quality of life for citizens; and

**WHEREAS**, the City of West Des Moines supports the efforts of local small businesses and recognizes the critical role they play in keeping our economy strong; and

**WHEREAS**, the City of West Des Moines wishes to celebrate the accomplishments of small business owners and their employees and encourage the development of new small businesses; and

**WHEREAS**, Small Business Saturday is a nationwide campaign to cultivate business for small businesses on the Saturday after Thanksgiving; and

**WHEREAS**, Small Business Saturday will stimulate economic growth locally for small businesses; and

**WHEREAS**, the City of West Des Moines encourages citizens to consider shopping at small, locally-owned establishments on Small Business Saturday as a way to boost the local economy and to strengthen our small business community.

**NOW THEREFORE**, I, Steven K. Gaer, Mayor, City of West Des Moines, in celebration and recognition of the contributions of small businesses do hereby proclaim Saturday, November 30, 2019 as

### **Small Business Saturday**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of West Des Moines to be affixed at City Hall on the 18th day of November 2019.

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Steven K. Gaer, Mayor

**ATTEST:**

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Ryan T. Jacobson, City Clerk

**NO CHANGE FROM PREVIOUS READING**

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

**Date: November 18, 2019**

**ITEM:** Midtown Redevelopment (formerly known as 8<sup>th</sup> Street PUD), East side of 8<sup>th</sup> 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 Second Reading, Waive Third and Adopt in Final Form**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Jarcor LLC, with permission from the owners, Eight Street #1 LLC, Eight Street #2 LLC and 1221 8<sup>th</sup> 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 8<sup>th</sup> 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.

Previous Council Action:

Vote: 5-0 for approval

Date: November 4, 2019

Motion: Approval of the First Reading of the Ordinance.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Midtown Redevelopment PUD Ordinance in final form, 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:**

- Attachment A - Proposed PUD Ordinance
- Exhibit A - Proposed PUD Sketch Plan

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 8<sup>th</sup> 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 (8<sup>th</sup> 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 8<sup>th</sup> Street; a minimum fifty foot (50') rear yard setback and a minimum fifty foot (50') side yard setback unless it abuts a like zoning district. In situations of an abutting Support Commercial property, a zero foot (0') 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 8<sup>th</sup> 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 feet (55') 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 (8<sup>th</sup> 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 8<sup>th</sup> 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 1<sup>st</sup> 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 (8<sup>th</sup> 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.

1. Commercial (office/retail) uses, excluding restaurants: minimum of 2.25 parking space per one thousand (1,000) square feet of gross floor area.
2. Sit down restaurants and drinking establishments: minimum of thirteen (13) parking spaces per one thousand (1,000) square feet of gross floor area.
3. Residential dwelling units:
  - a. Units with up to 2 bedrooms: minimum of 0.525 parking space per unit.
  - b. Units with 3 bedrooms or more: minimum of 0.6 parking space per unit.
4. 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 8<sup>th</sup> 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 8<sup>th</sup> 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 8<sup>th</sup> Street. The setback of the existing parking field within parcel C to the ultimate right-of-way line for 8<sup>th</sup> 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 8<sup>th</sup> 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 than 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 8<sup>th</sup> 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



# NO CHANGE FROM PREVIOUS READING

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Termination of Jordan Creek Urban Renewal Area - City Initiated      **DATE:** November 18, 2019

**ORDINANCE:** Approval of Second, Waiver of the Third Reading, and Final Adoption of 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 *KA*

**STAFF REVIEWS**

Department Director	Clyde E. Evans, Community and Economic Development Department <i>CE</i>
Appropriations/Finance	
Legal	<i>JDS</i>
Agenda Acceptance	<i>KA</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 - Ordinance

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 18, 2019**

**ITEM:** Comprehensive Plan Amendment and Zone Change, 1000 and 1100 S. 60th Street– Change the Comprehensive Plan land Use Map and Zoning Map from Low Density Residential to Single Family Residential land use designation and change the zoning designation from Residential Estate (RE-1A) to Residential Single Family (R-1) – Toby Torstenson – CPA-004518-2019/ZC-004515-2019

**RESOLUTION: Approval of Comprehensive Plan Land Use Change  
ORDINANCE: Approval of First Reading of the Ordinance**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Toby Torstenson, with permission from the property owner Douglas DeYarman, Trustee, is seeking approval of an amendment to the Comprehensive Plan Land Use Map to change the land use designation of the properties located at 1000 and 1100 S. 60<sup>th</sup> Street from Low Density Residential to Single Family Residential (see Exhibit I - Attachment A, Exhibit A – Land Use Sketch) and to amend the zoning map designation for this property from Residential Estate (RE-1A) to Residential Single Family (R-1) (see Exhibit I - Attachment B, Exhibit B - Zoning Sketch) to a large lot residential development for 12 single family detached houses.

Plan and Zoning Commission Actions:

Vote: 7-0 approval

Date: November 11, 2019

Motion: Recommend approval of the amendments to the Comprehensive Plan Land Use Map and the Zoning Map

Sean Spellman, 1077 Tulip Tree Lane, spoke to the Commission regarding the integrity of the neighborhood and the landscape and the detrimental effect if the property was developed with more homes. Of concern is the potential to strip the land of trees and native vegetation. He urges creative solutions to mitigate the effect of development on the landscape.

Lynn Kenney, 1139 Tulip Tree Lane, spoke to the Commission regarding the existing creek and what will happen to that.

Staff notes that the second and third reading of the ordinance will not be presented to the City Council until sometime after the New Year, with the presumption that the City Council approves the first reading of the ordinance. Staff only is in support of the rezoning to the R-1 single family designation because of the large lots that are proposed. The R-1 designation is being proposed by the applicant to allow the smaller setbacks for that zoning district than if zoned RE-1A (7 feet versus 20 feet, respectively). Staff recognizes the context of the area is for larger lot residential and, until the final plat is approved, won't be comfortable with the R-1 zoning. If for some reason the applicant does not pursue the platting, then the property will remain designated RE-1A, for large lot single family residential.

By allowing the first reading of the ordinance to be reviewed by the City Council, the applicant will have knowledge of either a denial of the rezoning or a reasonable indication of approval.

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- City Council Subcommittee – *November 4, 2019*
- Staff Review and Comment
  - *Rezoning to Residential Single Family (R-1)*
  - *Citizen Comment*

- Noticing Information
- Staff Recommendation and Conditions of Approval

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the amendment to the Comprehensive Plan Land Use Map to change the land use designation for properties at 1000 and 1100 S. 60<sup>th</sup> Street from Low Density Residential to Single Family Residential designation and adopt a resolution recommending the City Council approve the amendment to the Zoning Map to change the designation of the properties from Residential Estate (RE-1A) to Residential Single Family (R-1) zoning districts, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP 

**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	Des Moines Register
Date(s) Published	November 1, 2019
Letter sent to surrounding property owners	October 29, 2019

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	November 4, 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 – Land Use Designation
    - Exhibit A- Land Use Sketch
  - Attachment B - Plan and Zoning Commission Resolution – Rezoning
    - Exhibit A - Conditions of Approval
    - Exhibit B – Zoning Sketch
  - Attachment C – Concept Plan
  - Attachment D – Citizen Comment
- Exhibit II - City Council Resolution for Comprehensive Plan Land Use Change
- Exhibit III - Proposed Ordinance

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

**Meeting Date:** November 11, 2019

**Item:** Comprehensive Plan Amendment and Zone Change, 1000 and 1100 S. 60<sup>th</sup> Street– Change the Comprehensive Plan land Use Map and Zoning Map from Low Density Residential to Single Family Residential land use designation and change the zoning designation from Residential Estate (RE-1A) to Single Family Residential (R-1) – Toby Torstenson – CPA-004518-2019/ZC-004515-2019

**Requested Action:** Recommend approval of the amendments to the Comprehensive Plan Land Use Map and the Zoning Map

**Case Advisor:** Kara V. Tragesser, AICP 

**Applicant's Request:** Toby Torstenson, with permission from the property owner Douglas DeYarman, is seeking approval of an amendment to the Comprehensive Plan Land Use Map to change the land use designation of the properties located at 1000 and 1100 S. 60<sup>th</sup> Street from Low Density Residential to Single Family Residential (see Attachment A, Exhibit A – Land Use Sketch) and to amend the zoning map designation for this property from Residential Estate (RE-1A) to Residential Single Family (R-1) (see Attachment B, Exhibit B - Zoning Sketch) to a large lot residential development for 12 single family detached houses.

**History:** There is an existing dwelling on 1000 S. 60<sup>th</sup> Street and 1100 S. 60<sup>th</sup> Street is undeveloped. These lots were platted when the property was outside of the corporate limits of the City.

**City Council Subcommittee:** This item was presented to the Development and Planning City Council Subcommittee at their November 4, 2019, meeting. The Subcommittee was supportive of the amendment to the Comprehensive Plan Land Use Map and the Zoning Map.

**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:

- *Rezoning to Single Family Residential (R-1):* Staff is recommending approval of the change in land use and zoning designations, but will recommend to the City Council that the first reading of the ordinance to change the zoning be approved and that the 2<sup>nd</sup> and 3<sup>rd</sup> readings be deferred until the final plat is reviewed by the City Council for approval. The applicant requested the R-1 zoning to take advantage of the lesser setbacks for side yards in the R-1 districts than the other residential districts (7 feet minimum versus a minimum of 8 feet on one side with a combined total of 20 feet for both sides, respectively). The concept for the subdivision is included as Attachment C – Concept Plan. Based upon the concept, staff only is supportive of the changes due to the shown large lots on the concept plan, similar in character to the Glen Oaks development adjacent to the east.

Staff is requesting the deferral of the final readings of the zone change ordinance in the event that something causes the plan to change to a smaller lot development, as would be allowed, that would not be consistent with the context of the area. In order to support the applicant's request for the R-1 zoning which would allow the lesser setback or instead of imposing a planned unit development which isn't justified for avoiding code requirements, staff feels the change in process will work to address concerns about having a smaller lot development instead of the large lot development as shown on the concept drawing.

- **Citizen Comment:** please see Attachment D – Citizen Comment from an adjacent property owner regarding the proposed changes.

**Comprehensive Plan Consistency:** The proposed amendments have been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed amendment 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, upon approval of the amendment to the land use map.

**Staff Recommendations and Conditions of Approval** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve the amendment to the Comprehensive Plan Land Use Map to change the land use designation for properties at 1000 and 1100 S. 60<sup>th</sup> Street from Low Density Residential to Single Family Residential designation and adopt a resolution recommending the City Council approve the amendment to the Zoning Map to change the designation of the properties from Residential Estate (RE-1A) to Residential Single Family (R-1) zoning districts, subject to the applicant meeting all City Code requirements

**Noticing Information:** On November 1, 2019, notice for the November 11, 2019, Plan and Zoning Commission and the November 18, 2019, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings also was mailed to all property owners within 370 feet of the property boundary on October 9, 2019.

**Property Owner:** Douglas DeYarman  
1000 S. 60h Street  
West Des Moines IA 50266

**Applicant:** Toby Torstenson  
9550 Hickman Road, Suite 101  
Clive IA 50325

**Attachments:**

- Attachment A - Plan and Zoning Commission Resolution – Land Use Designation
  - Exhibit A- Land Use Sketch
- Attachment B - Plan and Zoning Commission Resolution – Rezoning
  - Exhibit A - Conditions of Approval
  - Exhibit B – Zoning Sketch
- Attachment C – Concept Plan
- Attachment D – Citizen Comment

## RESOLUTION NO. PZC19-073

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE COMPREHENSIVE PLAN LAND USE MAP AMENDMENT (CPA-004518-2019) FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATION OF PROPERTIES LOCATED AT 1000 AND 1100 S. 60<sup>TH</sup> STREET FROM LOW DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL LAND USE DESIGNATION**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Toby Torstenson, with permission from the property owner, Douglas DeYarman, has requested approval of a Comprehensive Plan Land Use Map Amendment for that property legally described below and illustrated on Exhibit B;

**Legal Description**

Except the west 27 feet of Lot 3 and except the west 27 feet of Lot 2, Westview Country Estates Replat, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

**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 11, 2019, this Commission held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment (CPA-004518-2019).

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

**SECTION 1.** The request for a change in the land use designation from Low Density Residential to Single Family Residential for property legally described above is recommended to the City Council for approval.

**PASSED AND ADOPTED on November 11, 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 November 11, 2019, by the following vote:

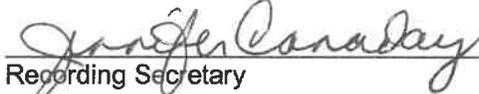
AYES: Andersen, Costa, Crowley, Drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

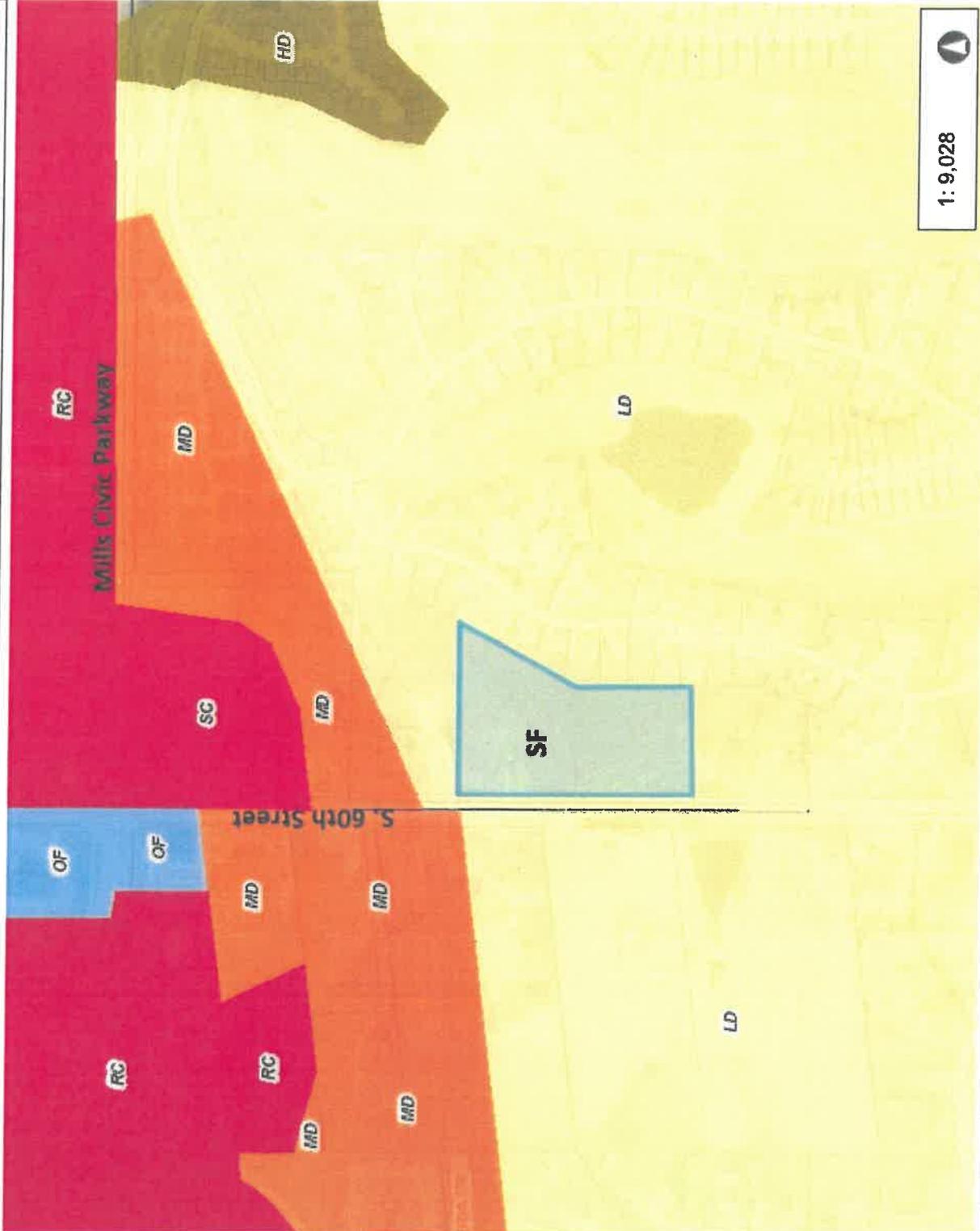
ABSENT:

ATTEST:

  
Recording Secretary



# 1000 and 1100 S. 60th Street Land Use Change



1:9,028

1,504.7 0 752.33 1,504.7 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Utahlandale  
Waukaia  
West Des Moines



### Legend

**Comprehensive Plan Land Use**

- OS: Open Space
- PG: Parks & Greenways
- LD: Low Density Residential
- SF: Single Family Residential
- MD: Medium Density Residential
- HD: High Density Residential
- MF: Manufactured Homes
- MU: Mixed Use
- RC: Regional Commercial
- TCC: Town Center Commercial
- CMC: Community Commercial
- SC: Support Office
- NC: Neighborhood Commercial
- SC: Support Commercial
- HC: Highway Commercial
- CVC: Convenience Commercial
- VJ SC: Valley Junction Commercial
- HBC: Historic Business
- OF: Office
- GI: General Industrial
- LI: Light Industrial
- BP: Business Park
- WR: Warehouse/Retail

**Corporate Limits**

**Parcels**

PLAN AND ZONING COMMISSION RESOLUTION #PZC -19-074

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST (ZC-004515-2019) FOR THE PURPOSE OF AMENDING THE ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PROPERTIES LOCATED AT 1000 AND 100 S. 60<sup>th</sup> STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Toby Torstenson, with permission from the property owner, Douglas DeYarman, has requested approval of a Comprehensive Plan Land Use Map Amendment for that property legally described below and illustrated on Exhibit B;

Legal Description

Except the west 27 feet of Lot 3 and except the west 27 feet of Lot 2, Westview Country Estates Replat, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa; 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 11, 2019, this Commission held a duly-noticed hearing to consider the application for a Rezoning Request; and

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

SECTION 1. The findings, for approval, in the staff report, dated November 11, 2019, or as amended orally at the Plan and Zoning Commission hearing of November 11, 2019, are adopted.

SECTION 2. REZONING REQUEST (ZC-004515-2019) to amend the zoning map, subject to compliance with all the conditions in the staff report, dated November 11, 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 November 11, 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 November 11, 2019, by the following vote:

AYES: Andersen, Costa, Crowley, Drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT:

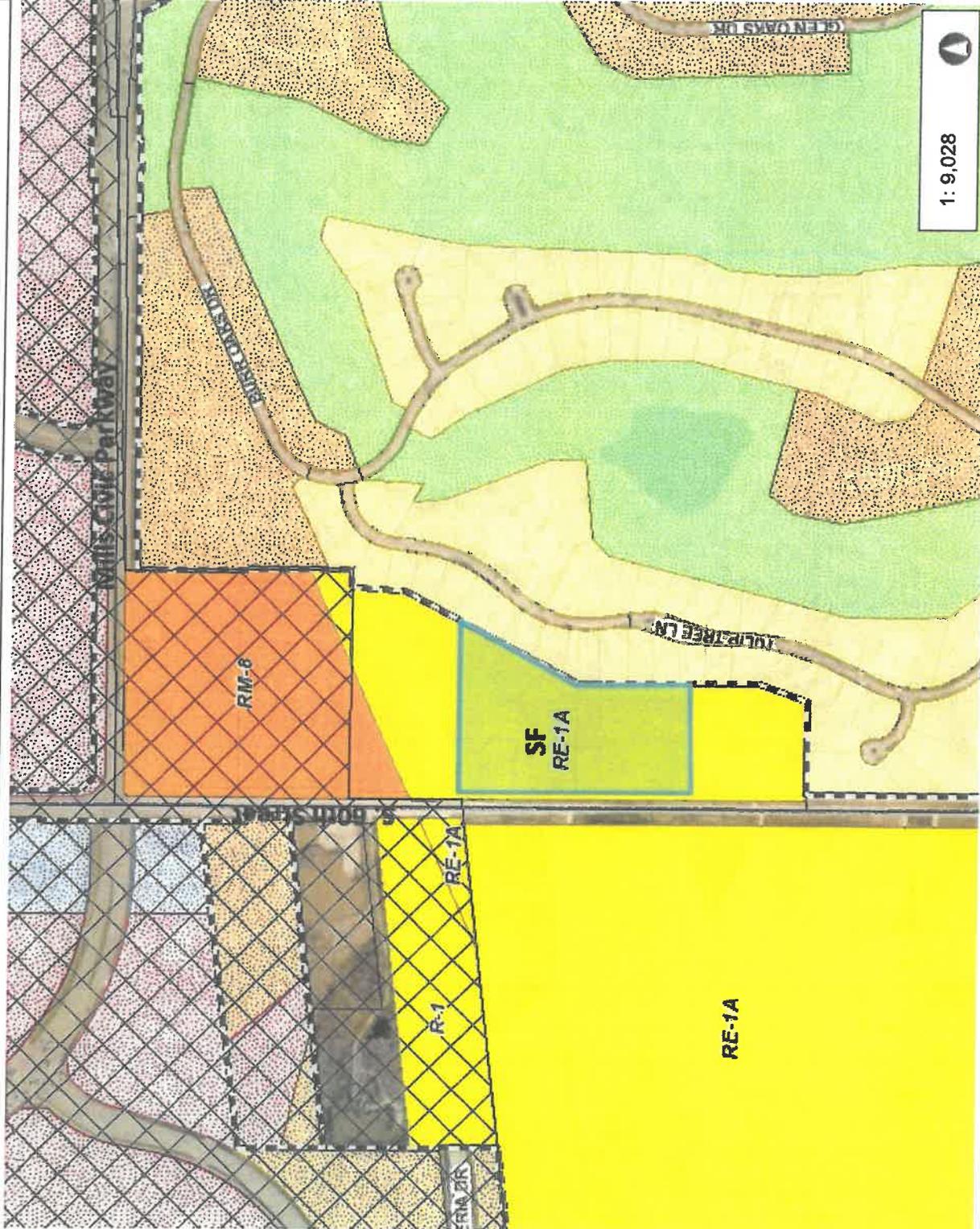
ATTEST:

  
Recording Secretary

Exhibit A  
Conditions of Approval

None.

# 1000 and 1100 S. 60th Street Zone Change



1,504.7 0 752.33 1,504.7 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 9,028



## Legend

- Zoning Area Labels
- Overlay District
- Zoning Conditional Zones
- Zoning PUD Boundaries
- Zoning**
- Unzoned
- Open Space/Agricultural (OS)
- Residential Estate (RE)
- Residential Single-Family (RS)
- Single-Family Residential (R-1)
- Single-Family - Commerce Resider
- Single-Family - Valley Junction Res
- Manufactured Housing (MH)
- Residential Medium-Density (RM)
- Residential High-Density (RH)
- Neighborhood Commercial (NC)
- Convenience Commercial (CVC)
- Valley Junction Historic Business (VJHB)
- Valley Junction Commercial (VJC)
- Community Commercial (CMC)
- Support Commercial (SC)
- Regional Commercial (RC)
- Office (OF)
- Professional Commerce Park (PCP)
- Warehouse Retail (WR)
- Business Park (BP)
- Valley Junction Light Industrial (VLI)
- Light Industrial (LI)
- General Industrial (GI)
- PUD - Open Space
- PUD - Single Family Residential



Tragesser, Kara

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**From:** Sean Spellman <sean@spellmanlawpc.com>  
**Sent:** Tuesday, November 5, 2019 12:33 PM  
**To:** Tragesser, Kara  
**Subject:** [EXT] Re: 1000 and 1100 S. 60th St.

Dear Ms. Tragesser,

I am writing regarding the notice of public hearing issued from your office by Lynne Twedt related to the above project. I am an impacted property owner located at 1077 Tulip Tree Lane.

I am writing to express my objection to the proposed zoning changes. Such proposed changes would diminish the integrity of the neighborhood and would adversely impact nearby property values. The redevelopment of the proposed area would certainly contribute to excess water runoff. The above-described properties existed for many years as a residential forest preserve. The proposed elimination of that ground for the development of twelve lots would be contrary to the past existing use and would eliminate natural habitat. Any public interest in the development and rezoning of this area is outweighed by the above factors.

Could you please forward my comments to the full P&Z Commission for their consideration? Thanks in advance for your cooperation and consideration.

Yours Truly,

Sean Spellman

--

Sean P. Spellman, Attorney at Law  
Spellman Law, P.C.  
4000 Westown Parkway, Suite 120  
West Des Moines, Iowa 50266  
Telephone: 515-222-4330  
Facsimile: 515-222-9005  
[sean@spellmanlawpc.com](mailto:sean@spellmanlawpc.com)

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NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may contain attorney-client materials and/or attorney work product, legally privileged and protected from disclosure. This e-mail is intended only for the addressee named above. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it and any and all copies of it. Thank you.

Prepared by: KTragesser, Development Services PO Box 65320 West Des Moines IA 50265-0320 (515)222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-004515-2019) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR THE PURPOSE OF ASSIGNING THE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO PROPERTIES LOCATED AT 1000 AND 1100 S. 60<sup>TH</sup> STREET**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Toby Torstenson, with permission of the property owner Douglas DeYarmen, Trustee, has requested approval for a Comprehensive Plan Amendment to assign the land use designation of Single Family Residential to properties located at 1000 and 1100 S. 60<sup>th</sup> Street and legally described as: and

**Legal Description**

Except the west 27 feet of Lot 3 and except the west 27 feet of Lot 2, Westview Country Estates Replat, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa; 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 11, 2019, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment; and

**WHEREAS**, on November 18, 2019, the City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

**SECTION 1.** The findings, for approval, in the staff report for the hearing or as amended orally at the City Council meeting are adopted.

**SECTION 2.** The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on November 18, 2019.

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Steven K. Gaer  
Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on November 18, 2019, by the following vote:

ATTEST:

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Ryan Jacobson  
City Clerk

Prepared by: K Tragesser, Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, (515)222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**SECTION 1. AMENDMENT.** The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by changing the zoning for property located at 1000 and 1100 S. 60<sup>th</sup> Street and legally described below from Residential Estate (RE-1A) to Residential Single Family (R-1);

**Legal Description**

Except the west 27 feet of Lot 3 and except the west 27 feet of Lot 2, Westview Country Estates Replat, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa.

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

**SECTION 5. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm, or corporation for violation of any section or subsection of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019

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

**ATTEST:**

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

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  
MEMORANDUM**

**TO:** Mayor Gaer and Council Members

**FROM:** Kara Tragesser, AICP, Development Services 

**DATE:** November 18, 2019

**RE:** Item 6b. – 1913 Grand Avenue Comprehensive Plan Land Use Amendment and Rezoning

The applicant, Mark Shrum, contacted Staff to indicate that they would not be able to attend the November 11, 2019, Plan & Zoning Commission public hearing as he was travelling that day. Mr. Shrum requested that the Plan & Zoning Commission motion to defer the public hearing to November 25, 2019. The Plan & Zoning Commission did pass a motion to defer their public hearing to November 25, 2019.

**STAFF RECOMMENDATION:** Staff recommends the City Council defer the public hearing for Item 6b. - 1913 Grand Avenue Comprehensive Plan Land Use amendment and zone change to December 2, 2019.

- c. Lynne Twedt, Development Services Director  
Linda Schemmel, Development Coordinator  
Tom Hadden, City Manager  
Richard Scieszinski, City Attorney

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

Date: November 18, 2019

**ITEM:** Dowling Catholic, 1400 Buffalo Road – Establish a Planned Unit Development (PUD) to provide a framework for continued development and expansion of a school campus while fitting within the context of the established neighborhood. – Dowling Catholic High School – ZC-004523-2019

**ORDINANCE:** Approval of First Reading of Ordinance

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant and property owner, Dowling Catholic College, represented by Tim West of Snyder and Associates Inc, is requesting approval of the establishment of a Planned Unit Development (PUD) for that property located at 1400 Buffalo Road. The applicant is seeking the PUD to establish a framework for continued development and expansion of the campus in a way that will provide a stellar educational environment for students while fitting within the context of the established neighborhood.

**NOVEMBER 11, 2019 PLAN AND ZONING COMMISSION:** The Plan and Zoning Commission held a public hearing on November 11, 2019. Several property owners along 17<sup>th</sup> street and Buffalo Road expressed concerns about future uses and plans for the school, setbacks, screening, buffering and traffic. Staff provided the following information:

- The PUD only allows Elementary and Secondary Schools (SIC 8211) and associated accessory uses and structures.
- Primary education buildings are required to be setback a minimum of one-hundred feet (100') from all property boundaries. Structures for accessory uses are required to be setback a minimum of fifty feet (50') from all boundaries except the north (Buffalo Road) which shall abide by primary building setbacks.
- Buffering and landscaping was added as a requirement to the PUD to screen some of the campus activities from the surrounding residential areas.
- Traffic is not reviewed at this time because, additional uses or modifications to the site are not being added to a point where the current traffic study of record would be nullified. If additions or modifications are proposed to the site in the future, a new traffic study will be conducted.

Plan and Zoning Commission Action:

Vote: 7-0 for approval

Date: November 11, 2019

Motion: Adopt a resolution recommending the City Council approve a Rezoning from Residential Estates and Single Family Residential to Dowling Catholic 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: October 21, 2019*
- Staff Review and Comments
  - *Use*
  - *Setbacks*
  - *Buffering and screening*

- 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 63.06 acres from Residential Estates and Single Family Residential to Dowling Catholic High School PUD, subject to the applicant meeting all City Code requirements.

Lead Staff Member: J. Bradley Munford *JBM*

**Staff Reviews:**

Department Director	<i>LS</i>
Appropriations/Finance	
Legal	<i>JOS</i>
Agenda Acceptance	<i>(K)</i>

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

Published In	<i>Des Moines Register</i>
Date(s) Published	November 1, 2019
Letter sent to surrounding property owners	October 30, 2019.

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	October 21, 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
  - Exhibit A-PUD Sketch Plan and Existing Architectural Components

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

**Meeting Date:** November 11, 2019

**Item:** Dowling Catholic, 1400 Buffalo Road – Establish a Planned Unit Development (PUD) to provide a framework for continued development and expansion of a school campus while fitting within the context of the established neighborhood. – Dowling Catholic High School – ZC-004523-2019

**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 and property owner, Dowling Catholic High School, represented by Tim West of Snyder and Associates, is requesting approval of the establishment of a Planned Unit Development (PUD) for that property located at 1400 Buffalo Road. The applicant is seeking the PUD to establish a framework for continued development and expansion of the campus in a way that will provide a stellar educational environment for students while fitting within the context of the established neighborhood.

**History:** Dowling Catholic High School was constructed on this site in 1972. Over the years, several improvements and expansions have been made to the campus.

**City Council Subcommittee:** This proposed development was discussed with the Development and Planning City Council Subcommittee on October 21, 2019. The Subcommittee were supportive of the PUD.

**Staff Review and Comment:** There are no outstanding issues. Staff would notes the following:

- **Use:** The property is intended to be developed as an educational institution campus. Elementary and Secondary Schools (SIC 8211) and associated accessory uses and structures, such as but not limited to administrative buildings, sports fields, parking lots and transportation related structures and fueling facilities are permitted (P) with the approval of the appropriate review and approval body.

The current single-family use within lots adjacent to 17<sup>th</sup> Street acquired by the school shall be allowed to continue indefinitely if rental certificates and inspections in accordance with city code are maintained. The use of the dwelling structures for any use other than single-family shall be approved by the city and abide by all building and fire code requirements. Redevelopment of the property shall abide by provisions outlined in the PUD.

- **Setbacks:** Primary education buildings shall be setback a minimum of one-hundred feet (100') from all property boundaries. Structures for accessory uses shall be setback a minimum of fifty feet (50') from all boundaries except the north (Buffalo Road) which shall abide by primary building setbacks.
- **Buffering and screening:** The applicant intends for the campus to continue to fit into the context of the established neighborhood. They plan on accomplishing that by using buffering and landscaping to screen some of the campus activities from the surrounding residential areas. These actions include:
  - a. A minimum thirty foot (30') wide buffer adjacent to 17<sup>th</sup> Street and Buffalo Road or the rear yard of a single-family lot along the east side of 17<sup>th</sup> Street.
  - b. Year-round screening of parking areas through the use of one or a combination of earthen berming, landscape vegetation or solid fencing. The screening will be a minimum height of three feet (3') in order to prevent headlights from vehicles within parking areas from shining into adjacent residential properties.

**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 November 1, 2019, notice of the November 11, 2019, Plan and Zoning Commission and November 18, 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 30, 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 Dowling Catholic Planned Unit Development (PUD) to establish a framework for continued development and expansion of the campus, subject to the applicant meeting all City Code requirements.

**Applicant:** Dowling Catholic High School  
Rudy Marcinko  
1400 Buffalo Road  
West Des Moines, Iowa 50265  
[Rudy8403@msn.com](mailto:Rudy8403@msn.com)

**Applicant Representative:** Snyder and Associates Inc.  
Tim West  
2727 SW Snyder Blvd.  
Ankeny, Iowa 50023  
[Tlwest@snyder-Associates.com](mailto:Tlwest@snyder-Associates.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 and Existing Architectural Components

## RESOLUTION NO. PZC -19-077

**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 DOWLING CATHOLIC 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, Dowling Catholic High School, has requested approval of a rezoning request to establish the Dowling Catholic Planned Unit Development (PUD), for that 61.61 acre property located at 1400 Buffalo Road and legally described as:

**Legal Description**

LOTS 4 AND 6, GOLF AND COUNTRY CLUB, LYING NORTH OF INTERSTATE 235 EXCEPT:  
 - NORTH 35 FEET  
 - EXECUTIVE PLAZA PLAT 1  
 - BEGINNING AT THE NORTHWEST CORNER OF LOT 2, EXECUTIVE PLAZA PLAT 1, THENCE NORTH 212.3 FEET, WEST 20 FEET, NORTH 212.3 FEET, EAST 20 FEET TO THE POB  
 CONTAINING 1,678,759 S.F. (38.54 AC.) MORE OR LESS  
 AND  
 LOT 11, ASHWORTH, LYING NORTH OF INTERSTATE 235, EXCEPT THE NORTH 50 FEET  
 CONTAINING 907,985 S.F. (20.85 AC.) MORE OR LESS  
 AND  
 LOTS 36, 37, 38, 39 AND 40, GOLF AND COUNTRY CLUB PLAT 7  
 CONTAINING 96,649 S.F. (2.22 AC.) MORE OR LESS.

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

**WHEREAS**, on November 11, 2019, this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-004523-2019);

**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 November 11, 2019, or as amended orally at the Plan and Zoning Commission hearing of November 11, 2019, are adopted.

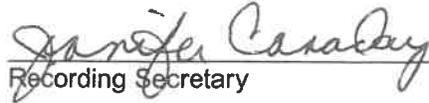
**SECTION 2.** REZONING REQUEST (ZC-004523-2019) to establish the Dowling Catholic PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated November 11, 2019, including conditions added at the Hearing, and attached hereto as Exhibit "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 November 11, 2019.



Erica Andersen, Chairperson  
 Plan and Zoning Commission

ATTEST:

  
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on November 11, 2019, by the following vote:

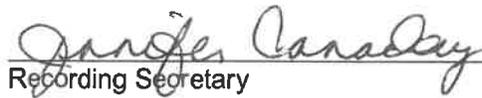
AYES: Andersen, Costa, Crowley, drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

  
Recording Secretary

**EXHIBIT A**

**Exhibit A**  
**Conditions of Approval**

No Conditions of Approval



# Dowling Catholic Planned Unit Development



P&Z Attachment D, Proposed PUD Ordinance have been moved to Exhibit  
II

## 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 Residential Estates (RE) and Residential Single Family (RS) to Dowling Catholic High School Planned Unit Development (PUD) of West Des Moines, Iowa:

#### Legal Description

LOTS 4 AND 6, GOLF AND COUNTRY CLUB, LYING NORTH OF INTERSTATE 235 EXCEPT:  
- NORTH 35 FEET  
- EXECUTIVE PLAZA PLAT 1  
- BEGINNING AT THE NORTHWEST CORNER OF LOT 2, EXECUTIVE PLAZA PLAT 1, THENCE NORTH 212.3 FEET, WEST 20 FEET, NORTH 212.3 FEET, EAST 20 FEET TO THE POB  
CONTAINING 1,678,759 S.F. (38.54 AC.) MORE OR LESS  
AND  
LOT 11, ASHWORTH, LYING NORTH OF INTERSTATE 235, EXCEPT THE NORTH 50 FEET  
CONTAINING 907,985 S.F. (20.85 AC.) MORE OR LESS  
AND  
LOTS 36, 37, 38, 39 AND 40, GOLF AND COUNTRY CLUB PLAT 7  
CONTAINING 96,649 S.F. (2.22 AC.) MORE OR LESS.

**SECTION 2. SKETCH PLAN:** Attached hereto and made a part of this rezoning approval is the Sketch Plan Document for the Dowling Catholic High School PUD marked Exhibit "A". Only one developable parcel is included within this PUD. The Sketch Plan reflects the development concept for the property. Where the PUD sketch plan and PUD language conflict, the PUD language shall prevail.

**SECTION 3. DEVELOPMENT INTENT:** The goal of the Dowling Catholic High School PUD is to establish a framework for continued development and expansion of the campus in a way that will provide a stellar educational environment for students while fitting within the context of the established neighborhood.

#### **SECTION 4. REQUIRED PLANS:**

- A. Preliminary Plat/Final Plat: Unless a Lot-Tie Agreement is executed which permanently ties all existing lots associated with the school campus together into one (1) parcel, 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 establish one parcel for development.
- B. Site Plan Development Applications: The site plan for development of the property within the Dowling Catholic High School PUD must meet the intent of the PUD. With the exception of grading done under a City approved Grading Permit, prior to any improvements occurring within the property, a site plan detailing the modifications to the site shall be submitted to the City for review and approval by the appropriate approval bodies. The Development Services Director, in accordance with city code, shall make the determination in respect to what level of site plan shall be required for each improvement project.

**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 Dowling Catholic High School 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, alleys, 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 Dowling Catholic High School 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 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. Loading areas, undesirable building elements (transformers, HVAC equipment, electrical equipment, gas meters, etc.) and trash enclosures shall be screened in accordance with city code. Roof mounted HVAC screening shall be incorporated into the design of the building using raised parapets, screening walls, penthouse elements, or other acceptable solutions as identified during the review of the site plan. Wall mounted mechanical equipment, including meter banks shall be visually screened through architectural components, wing walls, free standing fencing, or evergreen landscaping that is of sufficient height at time of installation to effectively screen views of the equipment. Code requires trash receptacles and dumpsters shall be screened on all sides using a permanent enclosure, with gates for disposal truck access. The enclosure shall be comprised of materials consistent with the primary building materials (brick or stone) of the main building(s). The enclosure shall also be landscaped to minimize the presence of the enclosure and help anchor the element into the site.
9. Street Lighting: The Developer shall be responsible for all costs associated with the installation of public streetlights within or adjacent to any area proposed to be platted or developed.

**SECTION 6. REQUIREMENTS:** Unless provided otherwise in this ordinance, all general performance standards and provisions set forth in title 9, "Zoning", of the city code for the Residential Estates (RE) Zoning District shall apply to any development within the Dowling Catholic High School Planned Unit Development. 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.

1. Use: The property is intended to be developed as an educational institution campus. Elementary and Secondary Schools (SIC 8211) and associated accessory uses and structures, such as, but not limited to administrative buildings, sports fields, parking lots and transportation related structures and fueling facilities shall be permitted (P) with the approval of the appropriate review and approval body.

The current single-family use within lots adjacent to 17<sup>th</sup> Street acquired by the school shall be allowed to continue indefinitely if rental certificates and inspections in accordance with city code are maintained. The use of the dwelling structures for any use other than single-family shall be approved by the city and abide by all building and fire code requirements. Redevelopment of the property shall abide by provisions outlined herein.

- B. **Setbacks:** Primary education buildings shall be setback a minimum of one-hundred feet (100') from all property boundaries. Structures for accessory uses shall be setback a minimum of fifty feet (50') from all boundaries except the north (Buffalo Road) which shall abide by primary building setbacks.
- C. **Buffering:** A minimum thirty foot (30') wide buffer shall be provided on school property adjacent to 17<sup>th</sup> Street and Buffalo Road or the rear yard of a single-family lot along the east side of 17<sup>th</sup> Street. A minimum of one (1) overstory tree, two (2) understory or evergreen trees and six (6) shrubs shall be provided for every thirty-five (35) linear feet of buffer. Earthen berming shall not be required within the buffer. Said buffer shall be installed at such time that an improvement of some kind (such as construction of parking or building or implementation of athletic fields) is made to the area sharing a boundary with property adjacent to either 17<sup>th</sup> Street or Buffalo Road. Vision triangles at all intersecting vehicle and pedestrian pathways shall be maintained.
- D. **Off Street Parking & Loading Areas:** Unless otherwise modified here within, all off-street parking and loading/service areas shall comply with title 9, chapter 15 of the city code.
  - 1. Off-street parking lots shall be setback a minimum of forty feet (40') from all boundaries unless part of a shared parking lot with an adjoining property.
  - 2. All off street parking and loading areas shall be sited and landscaped to screen visibility thereof from adjoining single-family dwellings on 17<sup>th</sup> Street and Buffalo Road not under the school's ownership.
  - 3. Through the use of earthen berming, landscape vegetation, solid fencing or a combination of these, parking areas shall be screened year-round to a minimum height of three feet (3') in order to prevent headlights from vehicles within parking areas from shining into adjacent residential properties. Access drives from off-street parking areas onto adjoining streets shall be located to prevent headlights from shining directly into a residential dwelling not under the school's ownership.
- E. **Lighting:** With the exception of sports field lighting, all overhead light fixtures within the site, including along circulation drives and within parking lots shall be a downcast fixture design with no exposed bulbs. If deemed necessary, the appropriate shields shall be incorporated into the fixture to direct the light to the intended target within the school's property and eliminate visibility of the light itself from residential properties along both 17<sup>th</sup> Street and Buffalo Road. All building mounted lighting shall include shields to direct the light down and to the intended target. No unshielded wall packs shall be allowed without specific permission from the city.

**SECTION 7. COMMUNICATION TOWERS:** The following restrictions are established as they pertain to communication towers within the Dowling Catholic High School PUD.

- 1. No more than three (3) communication towers shall be permitted
- 2. The location of communication towers on the site shall be restricted to the area described as follows:
  - Part of Lot 6, Golf and Country Club, south of Blue Creek, and north of the northerly right-of-way line of Interstate 235, as it presently exists.
- 3. No communication tower on the site shall exceed one hundred twenty (120) feet in height.
- 4. Each communication tower proposed on the site shall be subject to approval of a Permitted Conditional Use Permit by the West Des Moines City Council.

**SECTION 8. STORM WATER MANAGEMENT:** A Storm Water Management Plan may be required in conjunction with site development plans. The Storm Water Management Plan shall be prepared by a Professional Engineer licensed in the State of Iowa. The Storm Water Management Plan shall comply with the City's current design standards for storm water management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of any development plan.

**SECTION 9. REPEALER:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 10. SAVINGS CLAUSE:** If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 11. VIOLATIONS AND PENALTIES:** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 12. OTHER REMEDIES:** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 13. EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

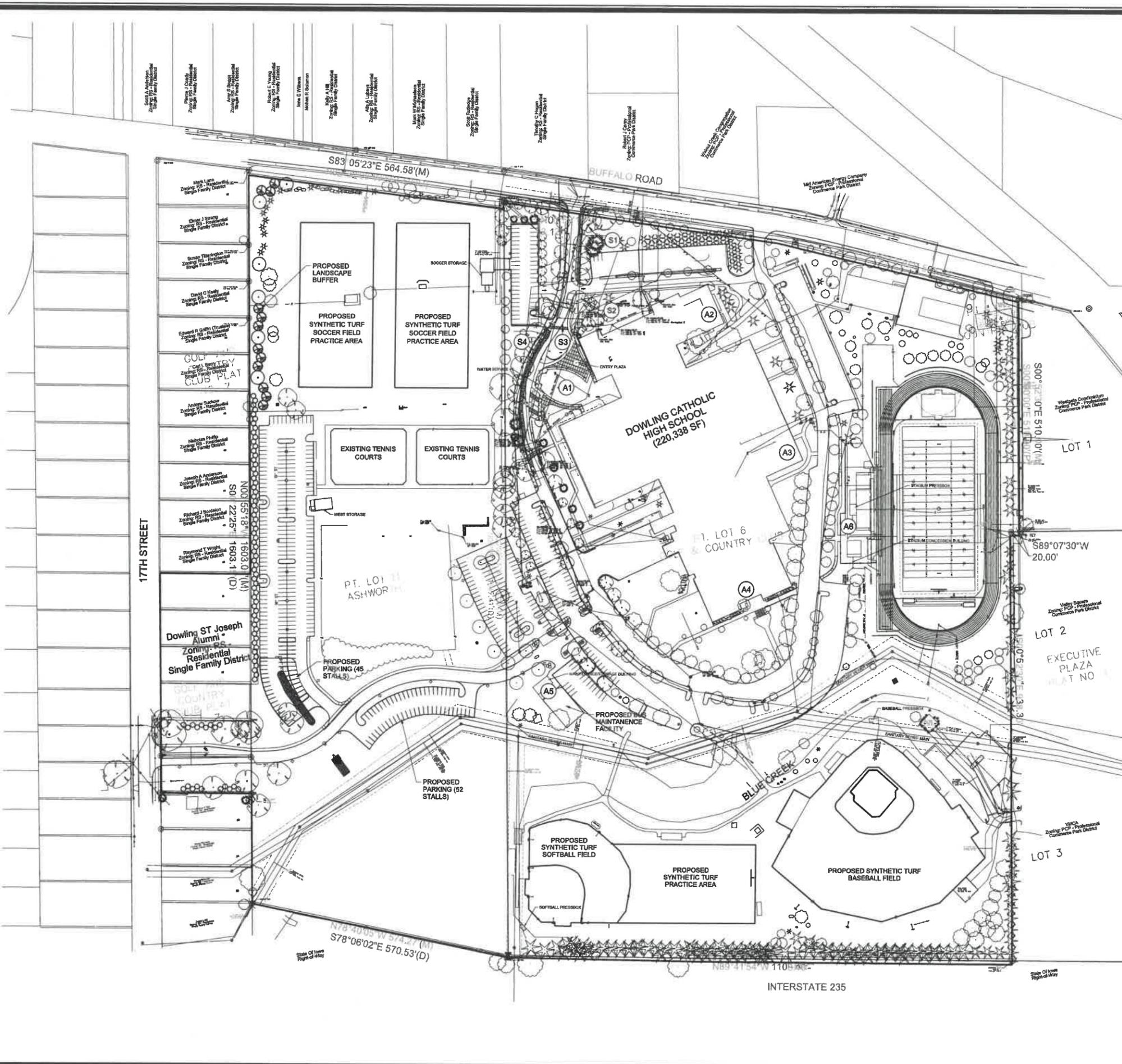
\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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



**ADDRESS**  
1400 BUFFALO ROAD, WEST DES MOINES, IA 50265

**OWNER/APPLICANT**  
DOWLING COLLEGE/DOWLING CATHOLIC HIGH SCHOOL  
1400 BUFFALO ROAD  
WEST DES MOINES, IA 50265  
DR. DAN RYAN  
PHONE: (515)-222-1040

**LEGAL DESCRIPTION**  
LOTS 4 AND 6, GOLF AND COUNTRY CLUB, LYING NORTH OF INTERSTATE 235 EXCEPT:  
- NORTH 35 FEET  
- EXECUTIVE PLAZA PLAT 1  
- BEGINNING AT THE NORTHWEST CORNER OF LOT 2, EXECUTIVE PLAZA PLAT 1, THENCE NORTH 212.3 FEET, WEST 20 FEET, NORTH 212.3 FEET, EAST 20 FEET TO THE POB  
CONTAINING 1,678,759 S.F. (38.54 AC.) MORE OR LESS AND  
LOT 11, ASHWORTH, LYING NORTH OF INTERSTATE 235, EXCEPT THE NORTH 50 FEET  
CONTAINING 907,985 S.F. (20.85 AC.) MORE OR LESS AND  
LOTS 36, 37, 38, 39 AND 40, GOLF AND COUNTRY CLUB PLAT 7  
CONTAINING 96,649 S.F. (2.22 AC.) MORE OR LESS.

**TOTAL PROPERTY AREA:**  
2,747,043 SF (63.06 AC)

**ZONING**  
R1: RESIDENTIAL ESTATE DISTRICT (1400 BUFFALO ROAD)  
RS: RESIDENTIAL SINGLE FAMILY DISTRICT (1449, 1501, 1509, 1515, 1525, AND 1529 17TH STREET)

**LAND USE**  
LOW-DENSITY RESIDENTIAL

**PARKING**  
MAX EVENT  
EMPLOYEE = 1 STALL/EMPLOYEE = 125 EMPLOYEES = 125 STALLS  
STUDENT = 1 STALL/2.5 STUDENTS = 1380/2.5 = 552 STALLS  
AUDITORIUM = 1 STALL/8 AUDITORIUM SEATS = 2606-1380(STUDENTS)/8 = 154 STALLS  
CHAPEL = 1 STALL/8 SEATS = 425/8 = 54 STALLS  
TOTAL = 885 STALLS (REQUIRED)  
945 STALLS (PROVIDED)

**OPEN SPACE**

TOTAL PROPERTY AREA:	2,747,043 SF
TOTAL IMPERVIOUS AREA:	838,560 SF
OPEN SPACE PROVIDED:	1,908,383 SF
25% OPEN SPACE REQUIRED:	654,690 SF
OPEN SPACE PROVIDED %:	69.47% OPEN SPACE
TOTAL EXISTING:	1,873,778 SF

**DOWLING CATHOLIC HIGH SCHOOL**  
PUD SKETCH PLAN  
**SNYDER & ASSOCIATES, INC.**



MARK	REVISION	DATE
Engineer: EDC	Checked By: TLW	Scale: 1"=100'
Technician: STT	Date: 10/09/19	Field Bk:
Project No:	1190127	Sheet 1

V:\Net\Ary\CAD\Drawings\19\0177\_01\CAD\PHOS\_190127\_P10.dwg  
 10/19/2019 10:00 AM  
 EDC  
 10/19/2019 10:00 AM  
 190127\_P10.dwg



A1 MAIN ENTRANCE AND CHAPEL



A2 DROP OFF AREA (NE CORNER)



A3 SE ENTRY AREA



A4 SOUTH ENTRY



A5 MAINTENANCE SHOP AREA



A6 ATHLETIC FACILITY BUILDINGS



S1 MAIN ENTRY SIGN



S2 WAYFINDING SIGNAGE



S3 STREET MONUMENT SIGN



S4 WAYFINDING SIGNAGE

MARK	REVISION	DATE	BY

WEST DES MOINES, IOWA  
 2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

**DOWLING CATHOLIC HIGH SCHOOL**  
**EXISTING ARCHITECTURAL COMPONENTS**  
**SNYDER & ASSOCIATES, INC.**



**CITY OF WEST DES MOINES  
MEMORANDUM**

**TO:** Mayor Gaer and Members of the City Council

**FROM:** J. Bradley Munford, Development Services 

**DATE:** November 18, 2019

**RE:** Item 6d. – 4<sup>th</sup> and Railroad PUD

At the November 11, 2019 Plan & Zoning Commission meeting, the Commission deferred the public hearing for the 4<sup>th</sup> and Railroad PUD to their November 25, 2019 meeting to allow the applicant and staff additional time to evaluate the development proposal and refine the proposed PUD language and plan accordingly.

Recommendation: Approve a Motion to continue the public hearing for item 6d to the December 2, 2019 City Council meeting.

Cc: Tom Hadden, City Manager  
Richard Scieszinski, City Attorney   
Lynne Twedt, Director Development Services

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

**Date: November 18, 2019**

**ITEM:** Amendment to City Code – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Title 10 (Subdivision Regulations), Chapter 3 (Design Standards and Required Improvements) to modify setbacks for corner lots in certain lot configurations – City Initiated – AO-004537-2019

**ORDINANCE: Approval of First Reading of Ordinance**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** City of West Des Moines requests an amendment to the following noted chapters and sections of Title 9 (Zoning) and Title 10 (Subdivision Regulations) to modify setbacks for corner lots in certain lot configurations.

- Title 9 (Zoning):
  - Chapter 2 (Zoning Rules and Definitions) Section 2 (Definitions)
- Title 10 (Subdivision Regulations)
  - Chapter 3 (Design Standards and Required Improvements) Section 1 (Subdivision Design Standards)

The intent with this proposed amendment is to allow for reduced setbacks for corner lots where the corner lot directly backs the rear yard of another corner lot. In this type of lot configuration, principle structures and accessory structures are allowed to be closer to the street in the side yard than would otherwise be permitted, thus providing more buildable area within the lot. The amendment is in response to frequent inquiries as to why when buying a larger corner lot, a property owner is unable to use much of the side yard due to the practice of applying two front yard setbacks.

Plan and Zoning Commission Action:

Vote: 7-0 approval.

Date: November 11, 2019

Motion: Adopt a resolution recommending the City Council approve the proposed amendment(s) to City Code.

**OUTSTANDING ISSUES:** There are no outstanding issues. The City's Legal Department has determined that the proposed amendment cannot override setbacks that are indicated on existing recorded final plats.

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

- Applicant's Request
- City Council Subcommittee - Development & Planning: October 7, 2019
- Staff Review and Comments
  - *Retroactively Apply to Recorded Plats*
- Noticing Information
- Staff Recommendations and Conditions of Approval

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Amendments to City Code subject to meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP *BP*

**Staff Reviews:**

Department Director	<i>JK</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	Des Moines Register
Date(s) Published	November 1, 2019
Letter sent to surrounding property owners	NA

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
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 & Zoning Commission Resolution
- Exhibit A - Proposed Ordinance (*Moved to Exhibit II*)
- Exhibit II - Proposed Ordinance

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

**Meeting Date:** November 11, 2019

**Item:** Amendment to City Code – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Title 10 (Subdivision Regulations), Chapter 3 (Design Standards and Required Improvements) to modify setbacks for corner lots in certain lot configurations – City Initiated – AO-004537-2019

**Requested Action:** Recommend Approval of an Amendment to City Code

**Case Advisor:** Brian Portz, AICP *BP*

**Applicant's Request:** City of West Des Moines requests an amendment to the following noted chapters and sections of Title 9 (Zoning) and Title 10 (Subdivision Regulations) to modify setbacks for corner lots in certain lot configurations.

- Title 9 (Zoning):
  - Chapter 2 (Zoning Rules and Definitions) Section 2 (Definitions)
- Title 10 (Subdivision Regulations)
  - Chapter 3 (Design Standards and Required Improvements) Section 1 (Subdivision Design Standards)

The intent with this proposed amendment is to allow for reduced setbacks for corner lots where the corner lot directly backs the rear yard of another corner lot. In this type of lot configuration, principle structures and accessory structures are allowed to be closer to the street in the side yard than would otherwise be permitted thus providing more buildable area within the lot. The amendment is in response to frequent inquiries as to why when buying a larger corner lot, a property owner is unable to use much of the side yard due to the practice of applying two front yard setbacks.

**City Council Subcommittee:** This item was presented to the Development & Planning City Council Subcommittee at their October 7, 2019 meeting. The Subcommittee was supportive of the change which allows for more buildable lot area.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. There is one outstanding issue, but it does not affect the intent of the amendment.

- *Retroactively Apply to Recorded Plats:* The City's Legal Department is currently reviewing whether the proposed amendment will allow the street side yard reduced setback to override setbacks that are indicated on existing final plats. The Legal Department will have a determination on this prior to the Ordinance Amendment being considered by the City Council for approval. Depending on the determination, additional modifications to the Zoning Code may be incorporated.

**Noticing Information:** On November 1, 2019, notice for the November 11, 2019, Plan and Zoning Commission and November 18, 2019, City Council Public Hearings on this project was published in the Des Moines Register.

**Staff Recommendation and Conditions of Approval:** Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the amendment to City Code.

**ATTACHMENTS:**

- Attachment A – Plan & Zoning Commission Resolution
- Exhibit A – Proposed Ordinance
- Exhibit B – Illustration

RESOLUTION NO. PZC 19-079

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, IOWA, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) AND TITLE 10 (SUBDIVISION REGULATIONS), CHAPTER 3 (DESIGN STANDARDS AND REQUIRED IMPROVEMENTS) TO MODIFY SETBACKS FOR CORNER LOTS IN CERTAIN LOT CONFIGURATIONS**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the City of West Des Moines requests an amendment to amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Title 10 (Subdivision Regulations), Chapter 3 (Design Standards and Required Improvements) to modify setbacks for corner lots in certain lot configurations by allowing a lesser setback on the common street side when two corner lots back to each other (share a rear lot line);

**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 November 11, 2019, this Commission held a duly-noticed meeting to consider the application for an amendment to ordinance;

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

**SECTION 1.** The findings, for approval, in the staff report, dated November 11, 2019, or as amended orally at the Plan and Zoning Commission hearing of November 11, 2019, are adopted.

**SECTION 2.** The AMENDMENT TO ORDINANCE (AO-004537-2019) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on November 11, 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 November 11, 2019, by the following vote:

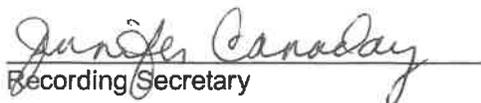
AYES: Andersen, Costa, Crowley, Drake, erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

  
Recording Secretary

Prepared by: B. Portz, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) AND TITLE 10 (SUBDIVISION REGULATIONS), CHAPTER 3 (DESIGN STANDARDS AND REQUIRED IMPROVEMENTS) TO MODIFY SETBACKS FOR CORNER LOTS IN CERTAIN LOT CONFIGURATIONS**

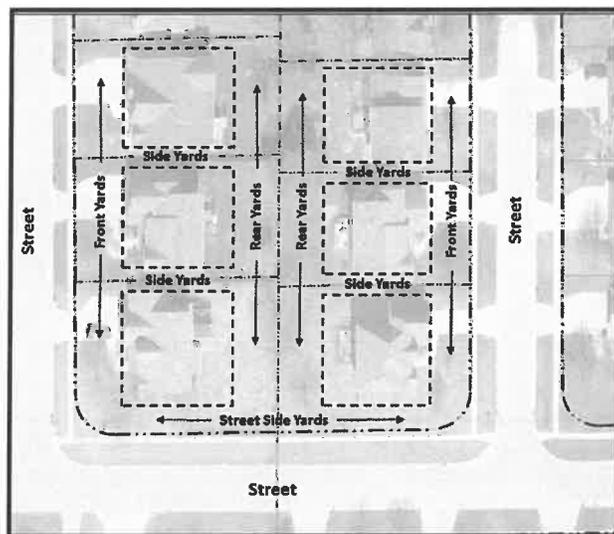
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

**Section 1. Amendment.** Title 9 (*Zoning*), Chapter 2 (Zoning Rules and Definitions), Section 2 (*Definitions*), is hereby amended by adding the bold italic text and deleting the highlighted, strike-through text:

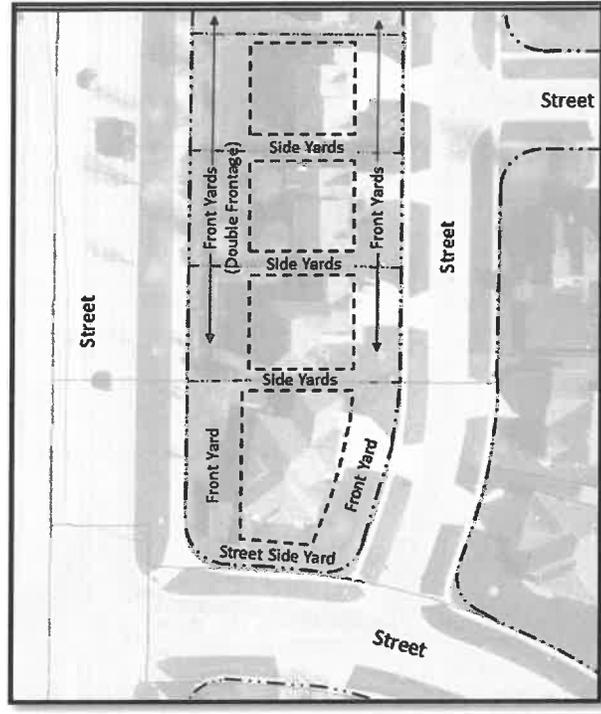
**LOT LINES:** A. **Front:** The line separating the front of the lot from the street. ~~In the case of a corner lot, either of the two (2) lot lines separating the front of the lot and public street right-of-way may be considered the front lot line.~~

**YARD, STREET SIDE:** *Within single family residential zoning districts, when a corner lot directly abuts the rear yard of another corner lot, the yard that is fronting the street common to both lots is considered to be a street side yard, or if a corner lot abuts a third street, the frontage on the opposite side of the interior side yard is considered a street side yard. See Illustration # 1 and 2 below.*

Illustration #1



**Illustration #2**



**Section 2. Amendment.** Title 10 (*Subdivision Regulations*), Chapter 3 (*Design Standards and Required Improvements*), Section 1 (*Subdivision Design Standards*), Subsection D, is hereby amended by adding the bold italic text:

1. Lot Types:

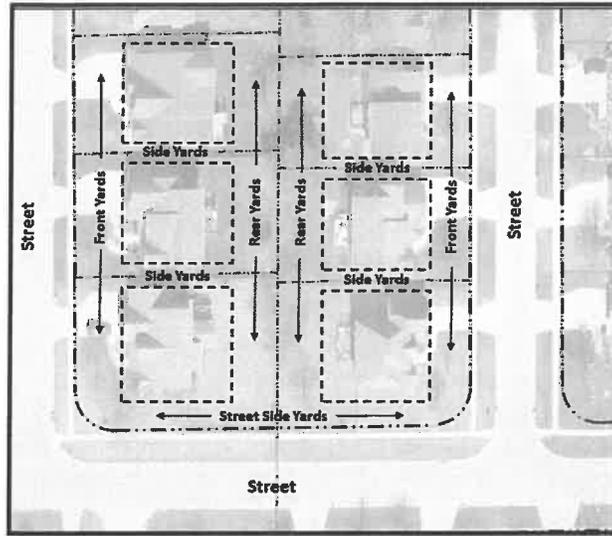
- a. Corner Lot: A lot located at the intersection of two (2) or more streets, and having the street abut the front and one or more side lines of the lot. ~~Each yard abutting a street right of way is considered a front yard, but only one front yard must comply with minimum lot frontage requirements.~~ For purposes of this definition, an alley or interstate highway is not considered a street.

*i. Only one front yard must comply with minimum lot frontage requirements.*

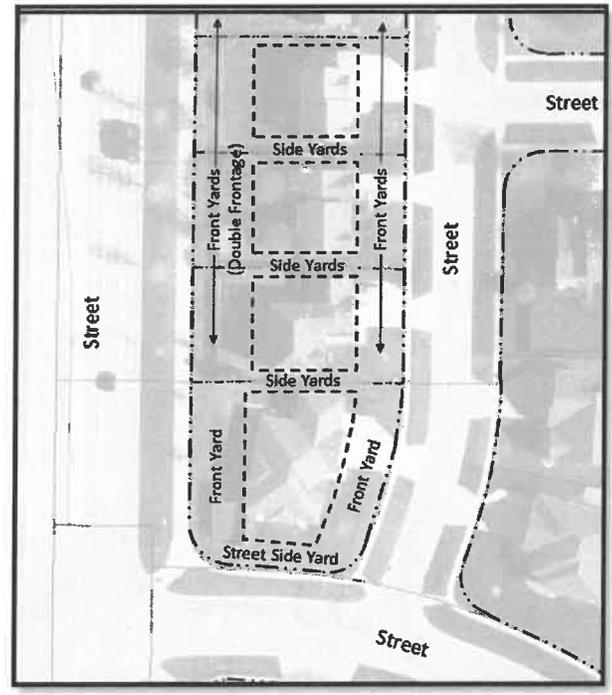
*ii. In the case of a lot located in a single-family residential zoning district:*

- 1) If the corner lot directly backs the rear yard of another corner lot, the yard that is fronting the street common to both lots is considered to be a street side yard. See Illustration #1 below.*
- 2) If the corner lot abuts a third street, the frontage on the opposite side of the interior side yard is considered a street side yard. See Illustration #2 below.*
- 3) The street side yard setback for primary and detached accessory structures, excluding fencing shall be a minimum of twenty feet (20'), except that any garage along the street side yard must be located to provide a minimum of twenty-five feet (25') of driveway surface to the garage, as measured from the right-of-way line of a public street or the interior edge of a sidewalk or curb of a private street, whichever is closer, to accommodate the parking of vehicles without overhanging a pedestrian pathway. Any existing street side yard setbacks indicated on a recorded plat that are greater than twenty feet (20') shall apply to the lot(s) in question.*
- 4) In the situation where a landscape buffer is designated along the street side yard, the street side yard setback will be measured from the property line, not the buffer line; however, no building or structure may encroach into the designated buffer.*

**Illustration #1**



**Illustration #2**



**Section 3. Repealer.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**Section 4. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 5. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

**Section 6. 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 7. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019, and approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

Date: November 18, 2019

**ITEM:** Amendment to City Code – Amend Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) and Chapter 14 (Accessory Structures) to update regulations for accessory structure of non-residential uses in residential zoning districts– City Initiated (AO004538-2019)

**ORDINANCE: Approval of First Reading of the Ordinance**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The City of West Des Moines requests an amendment to the following in Title 9 (Zoning) to add regulations pertaining to the maximum size of accessory structures for non-residential uses, such as religious, institutional, and civic in residential zoning districts (See Exhibit II - Proposed Ordinance).

- Chapter 7 *Setback and Bulk Density Regulations*
  - Section 4 *Setbacks and Density Regulations*, Section C, Paragraph C-6 and C-9
- Chapter 14 *Accessory Structures*
  - Section 6 *Accessory Buildings*, Section D

Plan and Zoning Commission Actions:

Vote: 7-0 for approval

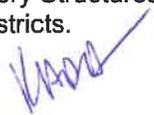
Date: November 11, 2019

Motion: Recommend approval of an Amendment to City Code

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- City Council Subcommittee – *November 4, 2019*
- Staff Review and Comment
  - *Accessory structure size for non-residential uses in residential zones.*
- Noticing Information
- Staff Recommendation and Conditions of Approval

**RECOMMENDATION:** Based upon the preceding review, the Plan and Zoning Commission recommends the City Council approve the first reading to amend City Code Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) and Chapter 14 (Accessory Structures) to update regulations for accessory structure of non-residential uses in residential zoning districts.

Lead Staff Member: Kara V. Tragesser, AICP 

**Staff Reviews:**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	Des Moines Register
Date(s) Published	November 1, 2019
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	November 4, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Plan & Zoning Commission Resolution
- Exhibit A - Proposed Ordinance (*moved to Exhibit II*)
- Exhibit II - Proposed Ordinance

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

**EXHIBIT I**

**Meeting Date:** November 11, 2019

**Item:** Amendment to City Code – Amend Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) and Chapter 14 (Accessory Structures) to update regulations for accessory structure of non-residential uses in residential zoning districts– City Initiated (AO004538-2019)

**Request Action:** Recommend Approval of an Amendment to the City Code

**Case Advisor:** Kara Tragesser, AICP

**Applicant's Request:** The City of West Des Moines requests an amendment to the following in Title 9 (Zoning) to add regulations pertaining to the maximum size of accessory structures for non-residential uses, such religious, institutional, and civic in residential zoning districts (See Attachment A, Exhibit A - Proposed Ordinance).

- Chapter 7 *Setback and Bulk Density Regulations*
  - Section 4 *Setbacks and Density Regulations*, Section C, Paragraph C-6 and C-9
- Chapter 14 *Accessory Structures*
  - Section 6 *Accessory Buildings*, Section D

**City Council Subcommittee:** This item was discussed at the November 4, 2019, Development and Planning City Council Subcommittee. The subcommittee was supportive of changes to the ordinance.

**Staff Review and Comment:** There are no outstanding issues. Staff summarizes the following key point of interest:

- *Accessory structure size for non-residential uses in residential zones:* For non-residential uses such as civic buildings, institutional buildings (schools), and religious buildings, the code does not specifically address the maximum size of accessory buildings for these uses. Instead, the code is interpreted to follow the maximum size of 1,000 square feet of all detached accessory buildings as written for residential uses. Staff proposes to the attached ordinance amendment to allow the maximum square footage of all detached accessory buildings for these uses to be ten percent (10%) of the lot size, compatible with the maximum size of Residential Estate or Open Space zoned lots. The lot size for these uses tend to be larger than single family residential lots and the 1,000 square foot maximum is restrictive for the accessory buildings of these uses such as maintenance buildings, pavilions, and general on-site storage garages or buildings.

Staff is proposing to treat these uses similar to Residential Estate and Open Space zoned lots due to the generally larger lot size and the potential for more accessory uses associated with the principal use to be housed on the same lot.

**Noticing Information:** On November 1, 2019, notice of the November 11, 2019, Plan and Zoning Commission and November 18, 2019, City Council public hearings for this project was published in the *Des Moines Register*.

**Staff Recommendation and Conditions of Approval:** Staff recommends the Plan & Zoning Commission approve a resolution recommending to the City Council approval of the ordinance amendment.

Attachments:

Attachment A – Plan and Zoning Commission Resolution  
Exhibit A – Proposed Ordinance

RESOLUTION NO. PZC- 19-072

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND TITLE 9 (ZONING), CHAPTER 7 (SETBACK AND DENSITY REGULATIONS) AND CHAPTER 14 (ACCESSORY STRUCTURES) TO UPDATE REGULATIONS FOR ACCESSORY STRUCTURES OF NON-RESIDENTIAL USES IN RESIDENTIAL ZONING DISTRICTS**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, and Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, staff requests an amendment to amend Title 9 (Zoning), Chapter 7 (Setback and Bulk Density Regulations) and 14 (Accessory Structures) to update regulations pertaining to accessory structures for non-residential uses in the residential zoned districts; and

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

**WHEREAS**, this Commission held a duly-noticed hearing to consider the application for an amendment to ordinance; and

**WHEREAS**, this Commission did consider the application for an amendment to ordinance.

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

SECTION 1. The findings for approval in the staff report or as amended orally at the Plan and Zoning Commission public hearing are adopted.

SECTION 2. The AMENDMENT TO ORDINANCE (AO-004538-2019) is recommended to the City Council for approval, as stated in the staff report or as amended in the attached Exhibit A.

PASSED AND ADOPTED on November 11, 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 November 11, 2019, by the following vote:

AYES: Andersen, Costa, Crowley, Drake, Erickson, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

  
Recording Secretary

Prepared by: KTragesser, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265, 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**TO AMEND TITLE 9 (ZONING), CHAPTER 7 (SETBACK AND BULK DENSITY REGULATIONS) AND CHAPTER 14 (ACCESSORY STRUCTURES) TO UPDATE REGULATIONS FOR ACCESSORY STRUCTURES OF NON-RESIDENTIAL USES IN RESIDENTIAL ZONING DISTRICTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**Section 1. Amendment.** Title 9 (*Zoning*), Chapter 7 (*Setback and Bulk Density Regulations*), Section 4 (*Setbacks and Density Regulations*), Section Paragraph C-6, Table 7.2, Note 3 is hereby amended by deleting the provisions of the specified note and replacing with the following:

3. Accessory buildings over one thousand (1,000) square feet, which are only permitted in Residential Estate, Agricultural/Open Space zoning and for religious, institutional, or civic uses within residential districts, shall meet the minimum front yard setback of their respective zoning district and be set back a minimum of twenty feet (20') from the side and rear property lines.

**Section 2. Amendment.** Title 9 (*Zoning*), Chapter 7 (*Setback and Bulk Density Regulations*), Section 4 (*Setbacks and Density Regulations*), Section Paragraph C-9-g is hereby amended by deleting the provisions of the specified paragraph and replacing with the following:

- g. Accessory buildings over one thousand (1,000) square feet, which are only permitted in Residential Estate, Agricultural/Open Space zoning and for religious, institutional, or civic uses within residential districts, shall meet the minimum front yard setback of their respective zoning district and be set back a minimum of twenty feet (20') from the side and rear property lines.

**Section 3. Amendment.** Title 9 (*Zoning*), Chapter 14 (*Accessory Structures*), Section 6 (*Accessory Buildings*) is hereby amended by deleting the provisions of Section D in their entirety and replacing the provisions in Section D with the following:

- D. Accessory buildings in residential zoning districts may occupy up to ten percent (10%) of the total lot area in which it is located. Except, in RS, R-1, SF-VJ, and SF-CR Zoning Districts and for religious, institutional, or civic uses within residential districts, the square footage for an accessory building, or the combined square footage of all detached accessory buildings on the property, shall not exceed one thousand (1,000) square feet.

**Section 4. Repealer.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**Section 5. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 6. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 & 2 of the City Code of the City of West Des Moines, Iowa.

**Section 7. Other Remedies.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 8. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved by the City Council on the \_\_\_ day of December 2019.

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

ATTEST:

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

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on the \_\_\_ day of December 2019, and was published in the Des Moines Register on \_\_\_\_\_, 2019.

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

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

**ITEM:** Approval to execute a Development Agreement between WillieT, LLC, Coffee Cats, LLC, and the City of West Des Moines **DATE:** November 18, 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, WillieT, LLC, and Coffee Cats, LLC, the City anticipates providing incentives in the form of a 1:1 matching grant for regulatory compliance projects not to exceed \$11,062.50, and a zero-interest loan for property improvement projects not to exceed \$56,137.50, repayable over ten (10) years. The final amount will be dependent upon receipts submitted to the City for review and approval.

**BACKGROUND:** On February 6, 2017, the City Council adopted a resolution creating the Property Improvement Fund (PIF) Pilot Program to provide assistance to property owners for renovation and upgrade of older commercial, office, industrial, and mixed-use properties within the Historic West Des Moines Urban Renewal Area. The program is structured as a zero-interest loan, based on a reimbursement basis, and repayable to the City within 5 to 10 years. The original structure required the applicant to sign a minimum assessment agreement to repay the loan in full through an increase in property taxes. This repayment structure within the program was later amended. The program requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On February 6, 2017, the City Council adopted a resolution creating the Regulatory Compliance Fund (RCF) Pilot Program to assist property owners with costs of compliance with government regulations within the Historic West Des Moines Urban Renewal Area. The program is structured as a 1:1 matching grant, based on a reimbursement basis. The program also requires the creation/retention of a minimum of two (2) full-time equivalent (FTE) jobs.

On May 30, 2017, the City Council amended the PIF Pilot Program to add the provision of progress payments to the recipient based on completed projects within the full renovation project. The Program was also amended to provide for a restructure of the PIF to remove the minimum assessment agreement requirement and instead administer the full loan through the City, with repayment of the zero-interest loan being directly payable to the City.

On June 12, 2017, the RCF Pilot Program was amended to add the provision of progress payments to the recipient based on completed projects within the full renovation project.

On July 8, 2019, the Finance and Administration City Council Subcommittee (F&A) reviewed the recommendations of the Due Diligence Committee via email. After review of the item, the Subcommittee members directed staff to forward the recommendations of the Due Diligence Committee to the full City Council. F&A's directions to staff also included the recommendation of the Due Diligence Committee to have the City Council authorize applicants to apply for building permits, and to begin construction after issuance.

At the July 15, 2019, City Council meeting, the Council approved the recommendations for applications for assistance from the PIF and RCF for the Historic West Des Moines area and approved the award recipients to apply for building permits and to begin construction upon issuance of those permits.

In this particular case, the Tenant, Coffee Cats, LLC is undertaking an improvement project located at the development property, 312 5<sup>th</sup> St., with an estimated total investment of \$655,000. The Tenant is also committing to create/retain five (5) FTEs within the proposed development agreement.

The Property Owner of this project has been approved under the Property Tax Rebate Program (PTR). The PTR and PIF/RCF programs are not mutually exclusive only when the Tenant applies for the PIF/RCF programs and the Property Owner applies for the PTR program, and there is no mutual interest between the Tenant and Property Owner.

**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 KAH

**STAFF REVIEWS**

Department Director	Clyde Evans, Community and Economic Development Director <span style="float: right;">CEG</span>
Appropriations/Finance	Tim Stiles, Finance Director <span style="float: right;">TS</span>
Legal	JDS
Agenda Acceptance	WR

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

Published In	Des Moines Register
Date(s) Published	November 8, 2019
Letter sent to surrounding property owners	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

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

**ATTACHMENTS:**

- Exhibit I - Development Agreement
- Exhibit II - Resolution

**PROPERTY IMPROVEMENT FUND  
&  
REGULATORY COMPLIANCE FUND  
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 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 WILLIET, LLC, an Iowa limited liability company (the “Property Owner”), and COFFEE CATS, LLC, an Iowa limited liability company (the “Tenant”).

**BACKGROUND**

**WHEREAS**, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and is engaged in carrying out urban renewal project activities in an area known as the Historic West Des Moines Urban Renewal Area (the “Area”), which is described in the Urban Renewal Plan (“Plan”) approved for such area by Resolution No. 17-04-03-14 on April 3, 2017; and

**WHEREAS**, the City has also approved Resolution No.17-02-06-20 on February 6, 2017, establishing the Property Improvement Fund (“PIF”) Program, and the program was later amended by Resolution No. 17-05-30-16 on May 30, 2017, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

**WHEREAS**, the City has also approved Resolution No. 17-02-06-21 on February 6, 2017, and the program was later amended by Resolution No. 17-06-12-11 on June 12, 2017, establishing the Regulatory Compliance Fund (“RCF”) Program, which is an economic incentive policy to assist property owners in the Area with costs of compliance with government regulations; and

**WHEREAS**, the PIF Program and the RCF Program are both identified as urban renewal projects in the Plan; and

**WHEREAS**, the Tenant has submitted an application to receive funding through one or both of the above programs for certain construction activities as described on the attached Exhibit B (hereinafter the “Project”) that the Tenant seeks to undertake on the property legally described on the attached Exhibit A (the “Development Property”), which is located within the Area; and

**WHEREAS**, Tenant shall operate its business at the Development Property and commit to hire and retain employees thereon; and

**WHEREAS**, the City has conditionally approved the Tenant to receive economic development incentive funding as specified in Article II of this Agreement (the “Development Incentives”) in return for the Tenant’s completion of the Project, provided that the Property Owner and Tenant agrees to and remains 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 Property Owner and Tenant, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

**ARTICLE I**  
**REPRESENTATIONS AND COVENANTS OF PROPERTY OWNER AND TENANT**

1. Representations and Covenants of the Tenant. Tenant makes the following representations and covenants:

- a. Employment. Within two (2) years after Completion Date, as defined in Article I, Section 1 (e), the Tenant shall employ at least five (5) Full-Time Equivalent Employees at the Development Property, and Tenant shall retain at least five (5) Full-Time Equivalent Employees at the Development Property through the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

For purposes of this Agreement, "Full Time Equivalent Employees" shall mean either (i) a "full time" employee who works at least 40 hours per week or 2,000 hours per year or (ii) any combination of "part time" employees, who, in the aggregate, work at least 2,000 hours per year.

- b. Minimum Improvements. Tenant shall cause the improvements described in Exhibit B to this Agreement (the "Minimum Improvements") to be constructed in accordance with the terms of this Agreement, the Plan, and all local, State, and federal laws and regulations. The Minimum Improvements shall remain on the property for the duration of this Agreement.

- c. Total Investment. Tenant and Property Owner represent that the total cumulative investment in the Development Property for the Project will be not less than \$655,000, and that without the Development Incentives contemplated herein, Tenant would not undertake the Project.

- d. Insurance. Tenant and Property Owner agree during construction of the Minimum Improvements and thereafter until the Termination Date, as that term is defined in Article VI, Section 11, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

- e. Completion Date. Tenant expects that, barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City), the Minimum Improvements will be completed by July, 2020.

- f. No Violations or Claims. To its knowledge and with respect to the Project, the Tenant is not in material violation of any local, state, or federal environmental law or regulation and is not

aware of any pending or threatened claim against the Tenant with respect to such laws.

g. Cooperation. Tenant will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

h. Operation of Minimum Improvements. Tenant will occupy the Development Property until at least the Termination Date as that term is defined in Article VI, Section 11.

i. Compliance with Laws. Tenant will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, sexual orientation, marital status, sex, physical disability, or familial status.

j. Available Information. Upon request, Tenant shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

k. Inspection. Tenant agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

l. Annual Certification. To assist the City in monitoring the Agreement and performance of Tenant hereunder, a duly authorized officer of Tenant shall annually provide to the City: (i) certification of the number of Full-Time Equivalent Employees employed by Tenant as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Tenant is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of the year in which the Tenant first receives any Development Incentives, and each subsequent October 15 through the Termination Date. Tenant shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-2 for form required for Tenant's Annual Certification.

m. Signage. Tenant shall prominently post a sign viewable by the public during the construction of the Minimum Improvements and for at least sixty (60) days following the receipt of a certificate of occupancy which reads: "This project is made possible by funding from the City of West Des Moines Redevelopment Funding Programs for Historic West Des Moines." The sign will be provided by the City of West Des Moines.

2. Representations and Covenants of the Property Owner. Property Owner makes the following

representations and covenants:

- a. No Violations or Claims. To its knowledge and with respect to the Project, the Property Owner is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Property Owner with respect to such laws.
- b. Property Tax Rebate Program. If applying and/or approved for the Property Tax Rebate Program, Property Owner represents and warrants that Property Owner does not and will not, during the term of this Agreement, have a present or future property interest in Tenant or Tenant's business.
- c. Cooperation. Property Owner will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, as defined in Article I, Section 1(b).
- d. Compliance with Laws. Property Owner will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, as defined in Article I, Section 1 (b), including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, marital status, sex, sexual orientation, physical disability, or familial status.
- e. Available Information. Upon request, Property Owner shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.
- f. Inspection. Property Owner agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements, as defined in Article I, Section 1 (b), to inspect such construction and the progress thereof.
- g. Real Property Taxes and Assessments. Property Owner agrees that prior to the Termination Date of this Agreement:
  - a. Property Owner will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements (as defined in Article I, Section 1(b)), or Property Owner, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;
  - b. Property Owner will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date; and
  - c. Property Owner will not seek to change the current land assessment category from commercial/industrial, or the zoning classification, of the Development Property or the

Minimum Improvements, as defined in Article I, Section 1(b).

h. Annual Certification. To assist the City in monitoring the Agreement and performance of Property Owner hereunder, a duly authorized officer of Property Owner shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements (as defined in Article I, Section 1(b)) have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; and (ii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Property Owner is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of the year in which the Tenant first receives any Development Incentives, and each subsequent October 15 through the Termination Date. Property Owner shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D-1 for form required for Property Owner's Annual Certification.

i. Total Investment. Property Owner and Tenant represent that the total cumulative investment in the Development Property for the Project will be not less than \$655,000, and that without the Development Incentives contemplated herein, Tenant would not undertake the Project.

j. Insurance. Property Owner and Tenant agree during construction of the Minimum Improvements and thereafter until the Termination Date, as that term is defined in Article VI, Section 11, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

k. Tenant Lease. Property Owner shall allow Tenant to lease the Development Property until at least the Termination Date of this Agreement, as that term is defined in Article VI, Section 11.

## **ARTICLE II**

### **DEVELOPMENT INCENTIVES**

1. Applicable Development Incentives. Subject to the conditions set forth in this Article and this Agreement, the City has conditionally approved Tenant to receive Development Incentives through the following program(s):

- Property Improvement Fund Program ("PIF") (Article II, Section 2)
- Regulatory Compliance Fund Program ("RCF") (Article II, Section 3)

Tenant is only eligible to receive those Development Incentives described in the Section(s) of this Article II that are associated with the program(s) for which Tenant is approved, as shown above. If Tenant is approved for Incentives under both the PIF and RCF programs, the same project costs may not be submitted for reimbursement under both programs. Those Development Incentives granted through the above approved program(s) shall be the only monetary consideration given by the City to the Tenant in connection with this Agreement.

**2. Property Improvement Fund (“PIF”) Incentives**

a. No Interest Loan. If Tenant is approved to receive incentives under the PIF program, then for and in consideration of the obligations of the Tenant as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a No Interest Loan to the Tenant for certified and approved Project Costs (as described in Sections 2(b)(iv)-(v) below) incurred by Tenant in constructing the Minimum Improvements, but not to exceed \$56,137.50. (the “No Interest Loan”). The No Interest Loan shall not include any Project Costs that are being reimbursed through the RCF program or which must be paid by the Tenant in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to make the No Interest Loan to Tenant under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

(i) the Tenant shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Tenant shall have executed a Promissory Note in the form attached as Exhibit C, in compliance with Article II, Section 2(d);

(iv) the Tenant 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 Tenant, are free and clear of any liens, and have not otherwise been reimbursed by the City and do not need to be paid by the Tenant in order to qualify for the RCF incentive.

c. Timing of Loan Disbursement(s). Conditioned upon satisfaction of the Conditions Precedent in Article II, Section 2(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Minimum Improvements, the City shall provide Tenant that portion of the No Interest Loan necessary to reimburse the Tenant for the approved Project Costs incurred in constructing the completed portion of the Minimum Improvements, but not to exceed \$56,137.50 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Minimum Improvements and the approval of the associated Project Costs.

d. Promissory Note/Repayment of No Interest Loan. The Tenant shall execute a Promissory Note in the form attached as Exhibit C to this Agreement as a condition precedent to the grant of the No Interest Loan (see Article II, Section 2(b)). Tenant shall repay the No Interest Loan consistent with the terms of the Promissory Note.

e. No Interest Loan Default. If the loan is not repaid by Tenant pursuant to the terms of this Agreement or the Note, or if the Property Owner or Tenant fails to comply with the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note.

f. Maximum Amount. The total amount of the No Interest Loan paid by the City to Tenant shall not exceed the amount of the certified and approved Project Costs (excluding any Project Costs that are being reimbursed through the RCF program or which must be paid by the Tenant in order to qualify for the RCF incentive) or \$56,137.50 whichever is less. The City makes no guarantee as to the actual amount of the No Interest Loan which Tenant shall receive. The No Interest Loan is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

g. Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists.

### **3. Regulatory Compliance Fund Program ("RCF") Incentives**

a. Grant. If Tenant is approved to receive incentives under the RCF program, then for and in consideration of the obligations of the Tenant as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Grant to the Tenant for certified and approved Project Costs (as described in Section 3(b)(iv)-(v) below) incurred by Tenant in constructing those Minimum Improvements necessary to comply with government regulations, but not to exceed \$11,062.50 (the "Grant"). The Grant shall not include any Project Costs that are being reimbursed through the PIF program or which must be paid by the Tenant in order to qualify for the RCF incentive.

b. Conditions Precedent. The City's obligation to provide Tenant the Grant under this Agreement shall be subject to satisfaction of ALL of the following conditions precedent:

(i) the Tenant shall be in material compliance with all the terms and provisions of this Agreement;

(ii) Project construction shall have begun within six (6) months from the date of this Agreement;

(iii) the Minimum Improvements must be necessary to comply with government regulations;

(iv) the Tenant 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 Tenant, 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 III, Section 3(b) and the approval by the applicable City building official of the satisfactory completion of a discrete portion of the Minimum Improvements, the City shall provide Tenant that portion of the Grant necessary to reimburse the Tenant for the approved Project Costs incurred in constructing the completed portion of the Minimum Improvements, but not to exceed \$11,062.50 in the aggregate. Each payment under this provision shall be made consistent with the City's disbursement schedule following the City's approval of the completion of the discrete portion of the Minimum Improvements and the approval of the associated Project Costs.

d. Event of Default/Repayment of Grant. If an Event of Default occurs under this Agreement and is not timely cured, Tenant shall be obligated to repay to the City a prorated amount of the Grant received by the Tenant, with interest at 4% per annum from the date payment is due. The amount of the Grant that must be repaid upon an Event of Default will be reduced by 20% each December 31 after the date of this Agreement, assuming there is no uncured Event of Default at that time.

e. Maximum Amount. The total amount of the Grant paid by the City to Tenant shall not exceed 50% of the amount of the certified and approved Project Costs incurred by Tenant in constructing the Minimum Improvements necessary to comply with government regulations (excluding any Project Costs that are being reimbursed through the PIF program) or \$11,062.50, whichever is less. The City makes no guarantee as to the actual amount of the Grant which Tenant shall receive. The Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

### **ARTICLE III** **INDEMNIFICATION**

1. Release and Indemnification. The Property Owner and Tenant release the City and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Property Owner and Tenant agree to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Property Owner or Tenant against

the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Project or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Property Owner or Tenant or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

2. Survival. The provisions of this Article III shall survive the termination of this Agreement.

#### **ARTICLE IV** **PROHIBITION AGAINST ASSIGNMENT AND TRANSFER**

1. Status of Property Owner; Transfer of Substantially All Assets; Assignment. As security for the obligations of Property Owner and Tenant under this Agreement, Property Owner and Tenant represent and agree that, prior to the Termination Date, Property Owner and Tenant will maintain their existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property, the Minimum Improvements, or their interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the then-outstanding obligations of Property Owner and Tenant (as the case may be) under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Tenant may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Tenant may assign its interest under this Agreement for such purpose.

2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Property Owner, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### **ARTICLE V** **DEFAULT AND REMEDIES**

1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Tenant to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

- b. Transfer of Property Owner's or Tenant's interest in the Development Property or any interest in this Agreement or the assets of Property Owner or Tenant in violation of the provisions of this Agreement;
- c. Failure by Property Owner to pay ad valorem taxes on the Development Property and the Minimum Improvements;
- d. Failure by Tenant to repay the No Interest Loan consistent with the terms of this Agreement and the Promissory Note;
- e. Failure by Property Owner or Tenant to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the employment obligations;
- f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- g. Failure by Tenant to comply with any and all obligations in the Promissory Note, if receiving incentives through the PIF program under Article II, Section 2;
- h. Property Owner or Tenant shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
    - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Property Owner or Tenant as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Property Owner or Tenant or the , or part thereof, shall be appointed in any proceedings brought against Property Owner or Tenant, and shall not be discharged within ninety (90) days after such appointment, or if Property Owner or Tenant shall consent to or acquiesce in such appointment; or
- i. Any representation or warranty made by Property Owner or Tenant in this Agreement or in any written statement or certificate furnished by Property Owner or Tenant pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

3. Property Owner or Tenant Breach. If the Property Owner or Tenant fails to perform any

of its obligations under this Agreement, and fails to cure said breach within thirty (30) days after written notice from the City to the Property Owner or Tenant, the City shall be entitled to do any one or more of the following: (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Property Owner or Tenant, (iii) demand and receive payment in full from Tenant of any outstanding portion of the No Interest Loan or otherwise enforce the terms of the Promissory Note as described in Article II, Section 2(d), (iv) demand and receive repayment from Tenant of the RCF Grant as described in Article II, Section 3(d), and/or (v) take any other legal or equitable action deemed appropriate to enforce the Property Owner's and/or Tenant's obligations under this Agreement.

4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Property Owner or Tenant herein contained, Property Owner and Tenant agree that the defaulting party shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## **ARTICLE VI** **MISCELLANEOUS**

1. Conflict of Interest. Property Owner and Tenant represent and warrant that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the City, to the City of West Des Moines at 4200 Mills Civic Pkwy, P.O. Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan Jacobson, City Clerk;

b. In the case of the Property Owner, to WillieT, LLC, (the "Property Owner"), 1307 50th Street, West Des Moines, Iowa 50266, Attn: Scott Cutler, Manager;

c. In the case of the Tenant, to Coffee Cats, LLC, (the "Tenant"), 541 34th Street, West Des Moines, Iowa 50265, Attn: Mary Jankowski, Owner;

or to such other designated individual or officer or to such other address as either party shall have furnished to the other in writing in accordance herewith.

3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa.

4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the entire agreement between the City, the Property Owner, and the Tenant and supersedes all other written and oral agreements, discussions and negotiations.

5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, 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, 2029, or (ii) the date on which the No Interest Loan is fully repaid.

12. Personal Guaranty. This Private Development Agreement is not binding until the attached Personal Guaranty (Exhibit "G") 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

Property Owner and Tenant have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*

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)*

WillieT, LLC, an Iowa limited liability company

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA            )  
                                      )SS  
COUNTY OF POLK        )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Scott Cutler, as Manager of WillieT, 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 – Property Owner]*

Coffee Cats, LLC, an Iowa limited liability company

\_\_\_\_\_  
By: Mary Jankowski, Owner

STATE OF IOWA            )  
                                      )SS  
COUNTY OF POLK        )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Mary Jankowski as Owner of Coffee Cats, 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 – Tenant]*

**EXHIBIT A**  
**DESCRIPTION OF DEVELOPMENT PROPERTY**

Street address: 312 5th Street, West Des Moines, IA 50265

Legal description: LOT 6 BLK 19 1ST ADD TO VALLEY JUNCTION

Parcel No.: 320/04594-000-000

**EXHIBIT B**  
**DESCRIPTION OF PROJECT**

**MINIMUM IMPROVEMENTS:**

The Minimum Improvements consists of: Complete renovation of development property and upgrade of building systems, including, but not limited to: floor coverings, drywall, painting, trim & built-ins, ADA materials for restroom compliance, labor, framing, fixture installation, cleanup and restoration, dumpster rental, plumbing, electrical, HVAC, dishwasher, fire alarms, and sprinkler modification.

Those improvements, if any, necessary for regulatory compliance include: Plumbing, electrical, HVAC, dishwasher, fire alarms and sprinkler modification, and ADA renovations.

The construction of the Minimum Improvements will be completed by: July, 2020

Construction costs are expected to be approximately: \$655,000

**EXHIBIT C**  
**PROMISSORY NOTE**

\_\_\_\_\_, 20\_\_

As of \_\_\_\_\_, 2019 (Date of Promissory Note), for valuable consideration received, COFFEE CATS, LLC, (the "Borrower") agrees and promises to pay to the order of the CITY OF WEST DES MOINES (the "Lender") the total amount of the No Interest Loan in the amount of \$56,137.50, or so much thereof as is distributed to Borrower under the terms of an Agreement for Private Development dated \_\_\_\_\_, 2019 between the parties ("Development Agreement"). The following are the terms of this Promissory Note ("Note").

1. The principal balance shall be paid by Borrower in consecutive, equal, monthly installments that shall be due on the 1st of the month for one-hundred twenty (120) consecutive months beginning with the 1st of the month following the earlier of the completion of the Minimum Improvements or the one year anniversary of the date of the Development Agreement. For purposes of this Note, the Minimum Improvements shall be deemed completed as of the date the City building official completes a final inspection and approves the last Improvement or the date the final occupancy permit is issued for the Minimum Improvements.

2. All payments on this Note shall be made by check or wire transfer to the City of West Des Moines at 4200 Mills Civic Pkwy, PO Box 65320, West Des Moines, Iowa 50265-0320, or at such other place in the United States of America as Lender shall designate to Borrower in writing.

3. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement and this Note. If Borrower fails to repay the entire amount of the No Interest Loan due under this Note, or if Borrower defaults under any term or condition of the Development Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 5 of this Note and the Development Agreement.

4. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Promissory Note.

5. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, the Development Agreement, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following the City's demand for payment until paid in full, regardless of any prior forbearance, without demand or notice. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

6. If this Promissory Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this

Promissory Note, including, without limitation, court costs, and attorneys' fees.

7. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

8. The obligations of the Borrower under the terms of this Promissory Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender's successors-in-interest, legal representatives, and assigns.

9. This Promissory Note is also subject to the terms and conditions of the Development Agreement.

**IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Development Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Agreement only by another written agreement.**

Dated as of \_\_\_\_\_, 2019.

Coffee Cats, LLC  
An Iowa limited liability company

\_\_\_\_\_  
By: Mary Jankowski, Owner

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Mary Jankowski as Owner of Coffee Cats, LLC, on behalf of whom the record was executed.

\_\_\_\_\_  
Notary Public in and for said County and State

**EXHIBIT D -1**  
**PROPERTY OWNER ANNUAL CERTIFICATION**

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Property Owner certifies the following:

During the time period covered by this Certification, the Property Owner is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Property Owner in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The undersigned officer of Property Owner has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Property Owner is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WillieT, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

**Attachments: Proof of payment of taxes**

**EXHIBIT D -2**  
**TENANT ANNUAL CERTIFICATION**

(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Tenant certifies the following:

During the time period covered by this Certification, the Tenant is and was in compliance with the Agreement as follows:

(i) The total number of Full-Time Equivalent Employees, as defined in Article I, paragraph 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\_\_.

Coffee Cats, LLC

By: \_\_\_\_\_  
Mary Jankowski, Owner

**EXHIBIT E**  
**TENANT CERTIFICATION OF PROJECT COSTS**

Coffee Cats, LLC (the “Tenant”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Tenant for the Minimum Improvements that are the subject of a Development Agreement entered into the \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of West Des Moines, Iowa and the Tenant (the “Agreement”). The Tenant certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses.

In the event of an overpayment by the City for expenses not actually incurred or for unallowable expenses, or if payment was received from another source for any portion of the expenses claimed, the Tenant assumes responsibility for repaying the City in full for those expenses.

<b>Certified Project Costs</b>					
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				
	<b>Total Cost per category</b>				

If you need additional space please attach another table.

**Attach actual receipts and invoices and lien waivers**

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_  
Coffee Cats, 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, WILLIET, LLC, AND COFFEE CATS, 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:**

LOT 6 BLK 19 1ST ADD TO VALLEY JUNCTION

Polk County, Iowa Parcel ID number is 320/04594-000-000

Address: 312 5th Street, West Des Moines, IA 50265

WHEREAS, the City of West Des Moines, Iowa (the "City"), WillieT, LLC ("Property Owner"), and Coffee Cats, LLC ("Tenant") did on or about the \_\_\_\_ day of \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein

and whereby Property Owner and Tenant agreed, in accordance with the terms of the Agreement to develop and operate certain real property located within the City.

The Development Property is described as follows:

LOT 6 BLK 19 1ST ADD TO VALLEY JUNCTION

Polk County, Iowa Parcel ID number is 320/04594-000-000

Address: 312 5th Street, West Des Moines, IA 50265

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2019, and terminates as set forth in the Agreement; and

WHEREAS, the City and Property Owner and Tenant desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

*[Signatures Start on Next Page]*

CITY OF WEST DES MOINES, IOWA,  
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)*

WillieT, LLC

By: \_\_\_\_\_  
Scott Cutler, Manager

STATE OF IOWA            )  
                                  )SS  
COUNTY OF POLK        )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Scott Cutler, as Manager of WillieT, LLC, on behalf of whom the record was executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement –Property Owner)*

Coffee Cats, LLC

By: \_\_\_\_\_  
Mary Jankowski, Owner

STATE OF IOWA            )  
                                  )SS  
COUNTY OF POLK        )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Mary Jankowski as Owner of Coffee Cats, LLC, on behalf of whom the record was executed.

\_\_\_\_\_  
Notary Public in and for said County and State

*(Signature page to Memorandum of Agreement –Tenant)*

**EXHIBIT G**  
**PERSONAL GUARANTY**

*(Insert signed Personal Guaranty after this page)*

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
 EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
 AMONG THE CITY OF WEST DES MOINES, WILLIET, LLC,  
 AND COFFEE CATS, 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, the City has also approved Resolution No. 17-02-06-20, establishing the Property Improvement Fund (“PIF”) Program, later amended by Resolution No. 17-05-30-16, which is an economic incentive policy to provide assistance to property owners in the Area for renovation and upgrade of older commercial, office, industrial, and mixed use properties; and

WHEREAS, 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 WillieT, LLC (the “Property Owner”) and Coffee Cats, LLC (the “Tenant”), in the form of a proposed Development Agreement (the “Agreement”) by and among the City, Property Owner, and Tenant, pursuant to which, among other things, the Tenant would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the eligibility area as defined and legally described in the Agreement (“Development Property”) consisting of the redevelopment of the Development Property, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, pursuant to the Property Improvement Fund program, the Agreement would obligate the City to submit reimbursements to the Tenant in the form of a No Interest Loan not to exceed \$56,137.50 for improvement projects, subject to City approval and the terms and conditions of the Agreement, and Tenant would pay back the loan in full within no more than 10 years after project completion; and

WHEREAS, pursuant to the Regulatory Compliance Fund program, the Agreement would obligate the City to submit reimbursements to the Tenant in the form of a Grant consisting of not more than 50% of the total project cost for improvements to comply with regulatory obligations, or \$11,062.50, whichever is less, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Tenant relates to employment retention and/or creation; and

WHEREAS, this Agreement is consistent with the Regulatory Compliance Fund program and Property Improvement Fund program; and

WHEREAS, Iowa Code Chapter 15A authorizes cities to make loans and grants for economic development and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit.

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Tenant in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and the City's performance thereunder is in

furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor 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 18<sup>th</sup> day of November, 2019.

---

Mayor

ATTEST:

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City Clerk

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

**DATE: November 18, 2019**

**ITEM:**

Public Hearing (5:35 p.m.)  
2019 Sewer Cleaning & Televising Program

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$124,048.40 for the 2019 Sewer Cleaning & Televising Program. There were three (3) bids submitted with the low bid of \$108,185.70 being submitted by Hydro-Klean, LLC of Des Moines, Iowa. Payments will be made from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Revenue.

**BACKGROUND:**

This project consists of the ongoing maintenance program to clean and televise sanitary sewer lines at various locations throughout the City's sanitary sewer collection system. The project is anticipated to be completed by May 22, 2020.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 2019 Sewer Cleaning & Televising Program;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Hydro-Klean, LLC.

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

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	November 8, 2019

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on October 21, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2019 Sewer Cleaning & Televising Program  
Project No. 0510-045-2019**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this **18th** day of **November, 2019**.

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

ATTEST:

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

**RESOLUTION APPROVING THE AWARDING OF A CONTRACT**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2019 Sewer Cleaning & Televising Program  
Project No. 0510-045-2019**

and,

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council; and,

**WHEREAS**, the bid of Hydro-Klean, LLC in the amount of \$108,185.70 was the lowest responsible bid received for said public improvement;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the 2019 Sewer Cleaning & Televising Program is hereby awarded to Hydro-Klean, LLC in the amount of \$108,185.70 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED** on this **18th** day of **November, 2019**.

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

ATTEST:

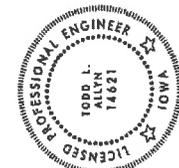
\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**Bid Tabulation**  
**2019 Sanitary Sewer Cleaning and Televising Program**  
**Project No. 0510-045-2019**  
**City of West Des Moines**  
**West Des Moines, Iowa**  
**AECOM Project No: 60612711**  
**November 13, 2019**



Item	Description	Unit	Estimated Quantity	Engineer's Estimate		Hydro-Klean 333 NW 49th Place Des Moines, IA 50333		Visu-Sewer W230 M4855 Becker Drive Pewaukee, WI 53072		Taplin Group 5100 W. Michigan Avenue Kalamazoo, MI 49006	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1	TYPE A CLEANING - 8" SANITARY SEWER	LF	26,469.0	\$ 1.00	\$ 26,469.00	\$ 0.90	\$ 23,822.10	\$ 0.50	\$ 13,234.50	\$ 2.01	\$ 53,202.69
1.2	TYPE A CLEANING - 10" SANITARY SEWER	LF	2,373.0	\$ 1.00	\$ 2,373.00	\$ 0.90	\$ 2,135.70	\$ 0.50	\$ 1,186.50	\$ 2.76	\$ 6,549.48
1.3	TYPE A CLEANING - 12" SANITARY SEWER	LF	6,323.0	\$ 1.00	\$ 6,323.00	\$ 0.90	\$ 5,690.70	\$ 0.50	\$ 3,161.50	\$ 2.85	\$ 18,020.55
1.4	TYPE A CLEANING - 15/16" SANITARY SEWER	LF	7,571.0	\$ 1.00	\$ 7,571.00	\$ 1.00	\$ 7,571.00	\$ 0.90	\$ 6,813.90	\$ 2.71	\$ 20,517.41
1.5	TYPE A CLEANING - 18" SANITARY SEWER	LF	4,512.0	\$ 1.25	\$ 5,640.00	\$ 1.00	\$ 4,512.00	\$ 0.90	\$ 4,060.80	\$ 3.40	\$ 15,340.80
1.6	TYPE A CLEANING - 21" SANITARY SEWER	LF	472.0	\$ 1.25	\$ 590.00	\$ 1.10	\$ 519.20	\$ 1.25	\$ 590.00	\$ 4.22	\$ 1,991.84
1.7	TYPE A CLEANING - 24" SANITARY SEWER	LF	5,868.0	\$ 1.25	\$ 7,335.00	\$ 1.10	\$ 6,454.80	\$ 1.25	\$ 7,335.00	\$ 5.64	\$ 33,095.52
1.8	TYPE A CLEANING - 36" SANITARY SEWER	LF	7,302.0	\$ 1.50	\$ 10,953.00	\$ 1.10	\$ 8,032.20	\$ 0.80	\$ 5,841.60	\$ 8.01	\$ 58,489.02
1.9	TYPE C ROOT REMOVAL - 6" TO 10" SANITARY SEWER	LF	1,400.0	\$ 1.50	\$ 2,100.00	\$ 1.00	\$ 1,400.00	\$ 1.00	\$ 1,400.00	\$ 2.02	\$ 2,820.00
1.10	TYPE C ROOT REMOVAL - 12" TO 18" SANITARY SEWER	LF	900.0	\$ 1.50	\$ 1,350.00	\$ 1.00	\$ 900.00	\$ 2.00	\$ 1,800.00	\$ 2.39	\$ 2,151.00
1.11	TYPE C ROOT REMOVAL - 21" TO 24" SANITARY SEWER	LF	300.0	\$ 1.50	\$ 450.00	\$ 1.00	\$ 300.00	\$ 5.00	\$ 1,500.00	\$ 2.86	\$ 866.00
1.12	TELEVISION - 6" SANITARY SEWER	LF	26,327.0	\$ 0.85	\$ 22,377.95	\$ 0.75	\$ 19,745.25	\$ 1.00	\$ 26,327.00	\$ 0.87	\$ 22,904.49
1.13	TELEVISION - 10" SANITARY SEWER	LF	2,320.0	\$ 0.85	\$ 1,972.00	\$ 0.75	\$ 1,740.00	\$ 1.00	\$ 2,320.00	\$ 0.87	\$ 2,018.40
1.14	TELEVISION - 12" SANITARY SEWER	LF	6,181.0	\$ 0.85	\$ 5,253.85	\$ 0.75	\$ 4,636.75	\$ 1.00	\$ 6,181.00	\$ 0.87	\$ 5,377.47
1.15	TELEVISION - 15/16" SANITARY SEWER	LF	7,571.0	\$ 0.85	\$ 6,435.35	\$ 0.75	\$ 5,678.25	\$ 1.00	\$ 7,571.00	\$ 0.87	\$ 6,586.77
1.16	TELEVISION - 18" SANITARY SEWER	LF	4,423.0	\$ 0.85	\$ 3,759.55	\$ 0.75	\$ 3,317.25	\$ 1.00	\$ 4,423.00	\$ 0.87	\$ 3,848.01
1.17	TELEVISION - 21" SANITARY SEWER	LF	472.0	\$ 0.85	\$ 401.20	\$ 0.75	\$ 354.00	\$ 1.00	\$ 472.00	\$ 0.87	\$ 410.64
1.18	TELEVISION - 24" SANITARY SEWER	LF	5,868.0	\$ 0.85	\$ 4,987.80	\$ 0.75	\$ 4,401.00	\$ 1.00	\$ 5,868.00	\$ 0.87	\$ 5,105.16
1.19	TELEVISION - 36" SANITARY SEWER	LF	7,302.0	\$ 0.85	\$ 6,206.70	\$ 0.75	\$ 5,476.50	\$ 1.00	\$ 7,302.00	\$ 0.87	\$ 6,352.74
1.20	CUT PROTRUDING TRAPS	EA	3.0	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 496.21	\$ 1,486.63
<b>TOTAL BID</b>					\$ 124,048.40	\$ 87%	\$ 108,185.70	\$ 88%	\$ 108,887.80	\$ 215%	\$ 267,166.62

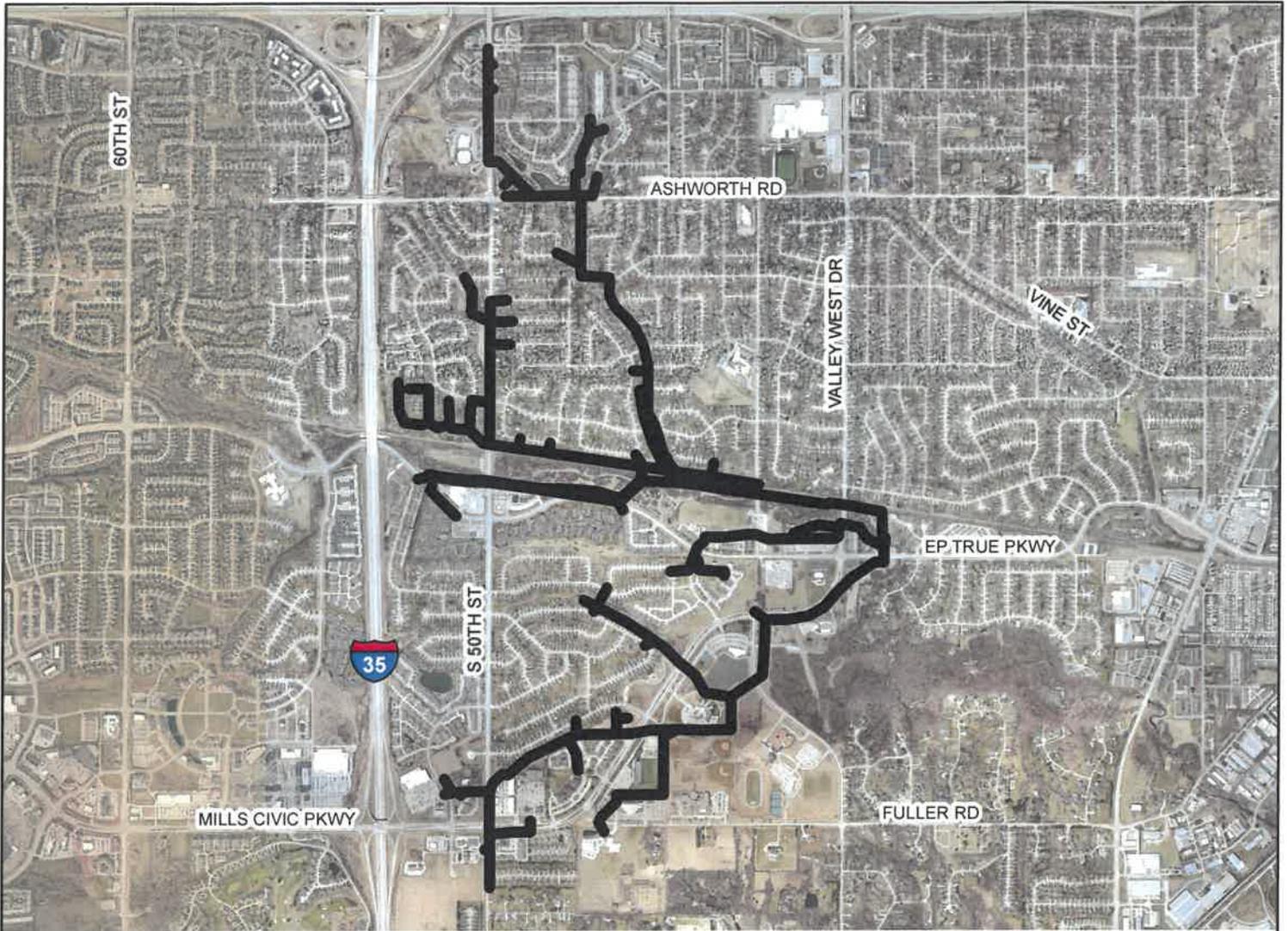
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

  
 TODD L. ALLYN, PE  
 License No. 14621  
 Date 11/13/19

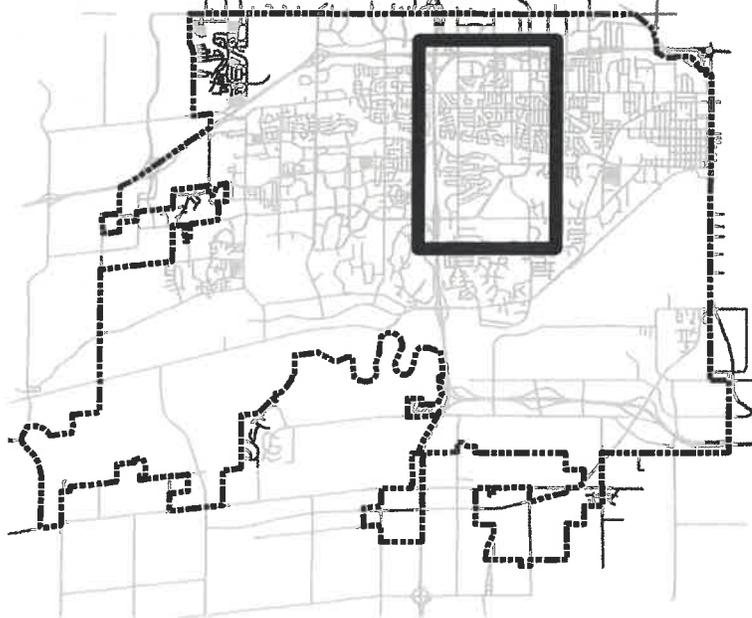
My license renewal date is December 31, 2020.

Pages or sheets covered by this seal:  
Bkl Tabulation

Date Issued: \_\_\_\_\_



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**2019 Sanitary Sewer Cleaning & Televising Program**

LOCATION:

**Exhibit "A"**

DRAWN BY: JDR

DATE: 10/11/2019

PROJECT NUMBER/NAME: 0510-045-2019

SHT. 1 of 1

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

**DATE: November 18, 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 of ownership (POS 19-115, 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 19-115, 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

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SPACE ABOVE THIS LINE FOR RECORDER

**RESOLUTION NO.** \_\_\_\_\_

**RESOLUTION OF THE CITY OF WEST DES MOINES APPROVING PLAT OF SURVEY 19-115 (EXHIBIT 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 19-115, 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 Exhibits “002-C1”, “002-C2” and “002-C3”

**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 Nos. 0510-031-2007 and 0510-015-2008 (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 18, 2019, the City Council held a duly-noticed hearing to consider the application for Plat of Survey POS 19-115, 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 18, 2019 or as amended orally at the City Council hearing November 18, 2019 are adopted.
2. PLAT OF SURVEY 19-115, 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 18, 2019, including conditions added at the hearing. Violation of any such conditions shall be grounds for revocations of the entitlement, as well as any other remedy which available to the City.

3. This Resolution releases Plat of Survey POS 19-115, Plat of Survey POS 002-C2 and Plat of Survey POS 002-C3 for recordation.

**PASSED AND ADOPTED** this 18<sup>th</sup> 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 18, 2019, by the following vote:

AYES:

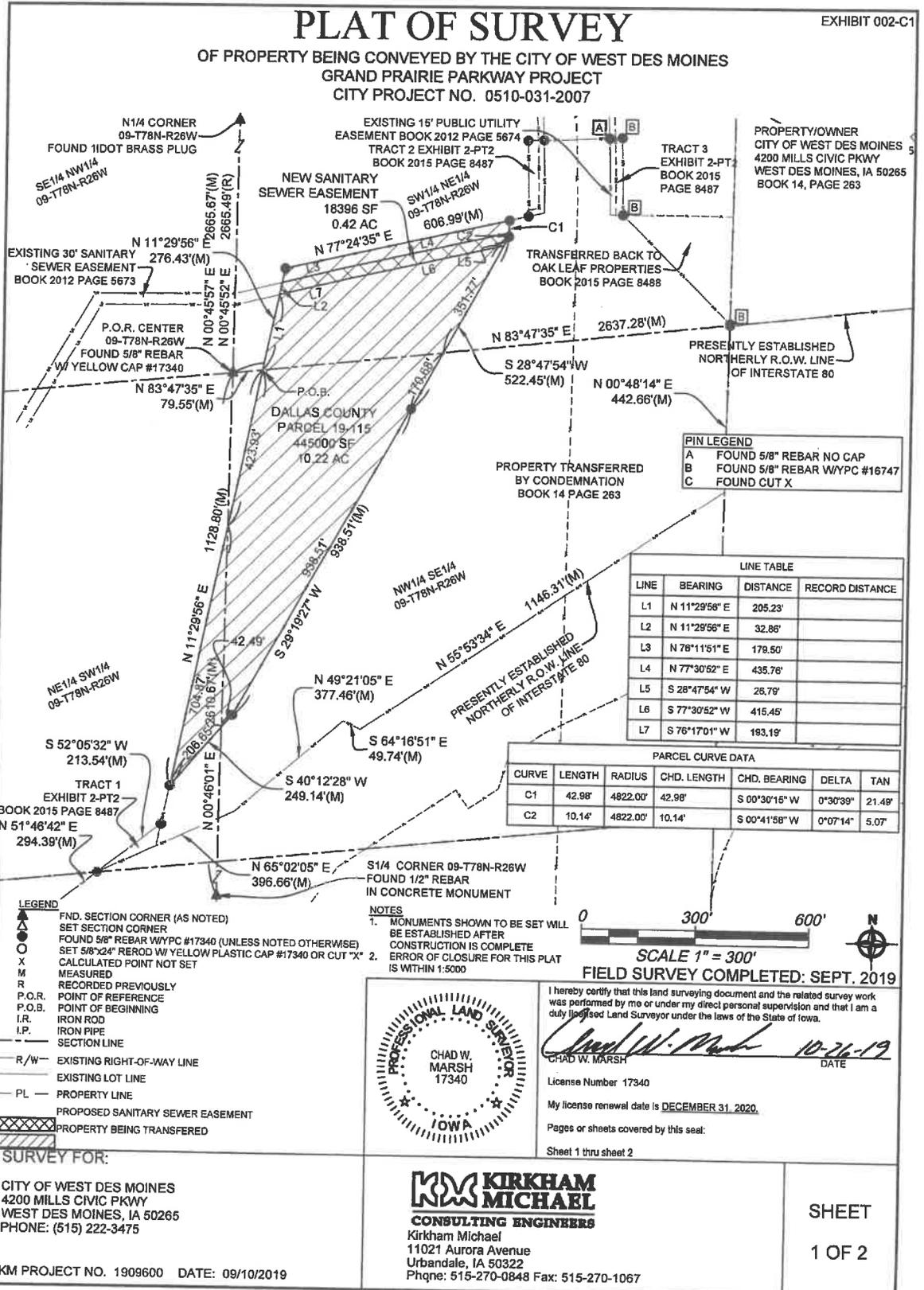
NAYS:

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 (18,386 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

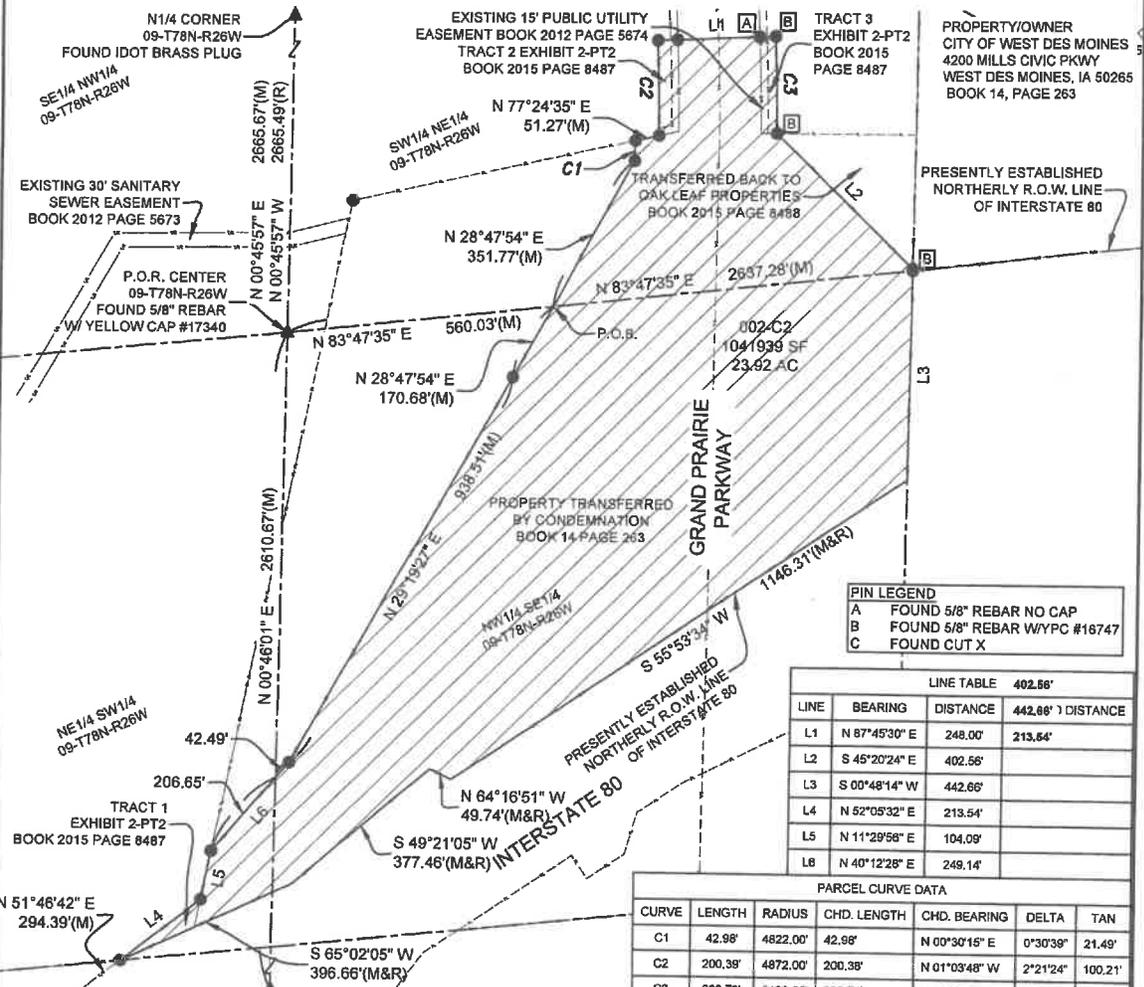
2 OF 2

City:	Waukee
County:	Dallas County
Parcel ID:	no Parcel ID Grand Prairie Parkway & I80 Interchange
Description:	Pt of SW $\frac{1}{4}$ NE $\frac{1}{4}$ , 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

EXHIBIT 002-C2

# PLAT OF SURVEY

OF PROPERTY BEING CONVEYED BY THE CITY OF WEST DES MOINES  
GRAND PRAIRIE PARKWAY PROJECT  
CITY PROJECT NO. 0510-031-2007



**PIN LEGEND**

A	FOUND 5/8" REBAR NO CAP
B	FOUND 5/8" REBAR W/PC #16747
C	FOUND CUT X

**LINE TABLE**

LINE	BEARING	DISTANCE	402.56'	213.54'
L1	N 87°45'30" E	248.00'		
L2	S 45°20'24" E	402.56'		
L3	S 00°48'14" W	442.66'		
L4	N 52°05'32" E	213.54'		
L5	N 11°29'58" E	104.09'		
L6	N 40°12'28" E	248.14'		

**PARCEL CURVE DATA**

CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD. BEARING	DELTA	TAN
C1	42.98'	4822.00'	42.98'	N 00°30'15" E	0°30'38"	21.49'
C2	200.38'	4872.00'	200.38'	N 01°03'48" W	2°21'24"	100.21'
C3	203.73'	5120.00'	203.73'	S 01°06'07" E	2°16'47"	101.88'

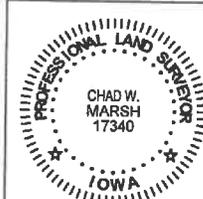
- LEGEND**
- ▲ FND. SECTION CORNER (AS NOTED)
  - △ SET SECTION CORNER
  - FOUND 5/8" REBAR W/PC #17340 (UNLESS NOTED OTHERWISE)
  - SET 5/8"x24" REBAR W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
  - X CALCULATED POINT NOT SET
  - M MEASURED
  - R RECORDED PREVIOUSLY
  - P.O.R. POINT OF REFERENCE
  - P.O.B. POINT OF BEGINNING
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - R/W EXISTING RIGHT-OF-WAY LINE
  - EXISTING LOT LINE
  - PL PROPERTY LINE
  - PROPOSED SANITARY SEWER EASEMENT
  - PROPERTY BEING TRANSFERRED

- NOTES**
- MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
  - ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

0 300' 600' N

**SCALE 1" = 300'**

**FIELD SURVEY COMPLETED: SEPT. 2019**



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Chad W. Marsh* 10-9-19  
**CHAD W. MARSH** DATE

License Number 17340

My license renewal date is DECEMBER 31, 2020.

Pages or sheets covered by this seal:  
 Sheet 1 thru sheet 2

**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**  
**1 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, 402.58 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°18'51" 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, 396.66 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

KM PROJECT NO. 1909600 DATE: 09/10/2019

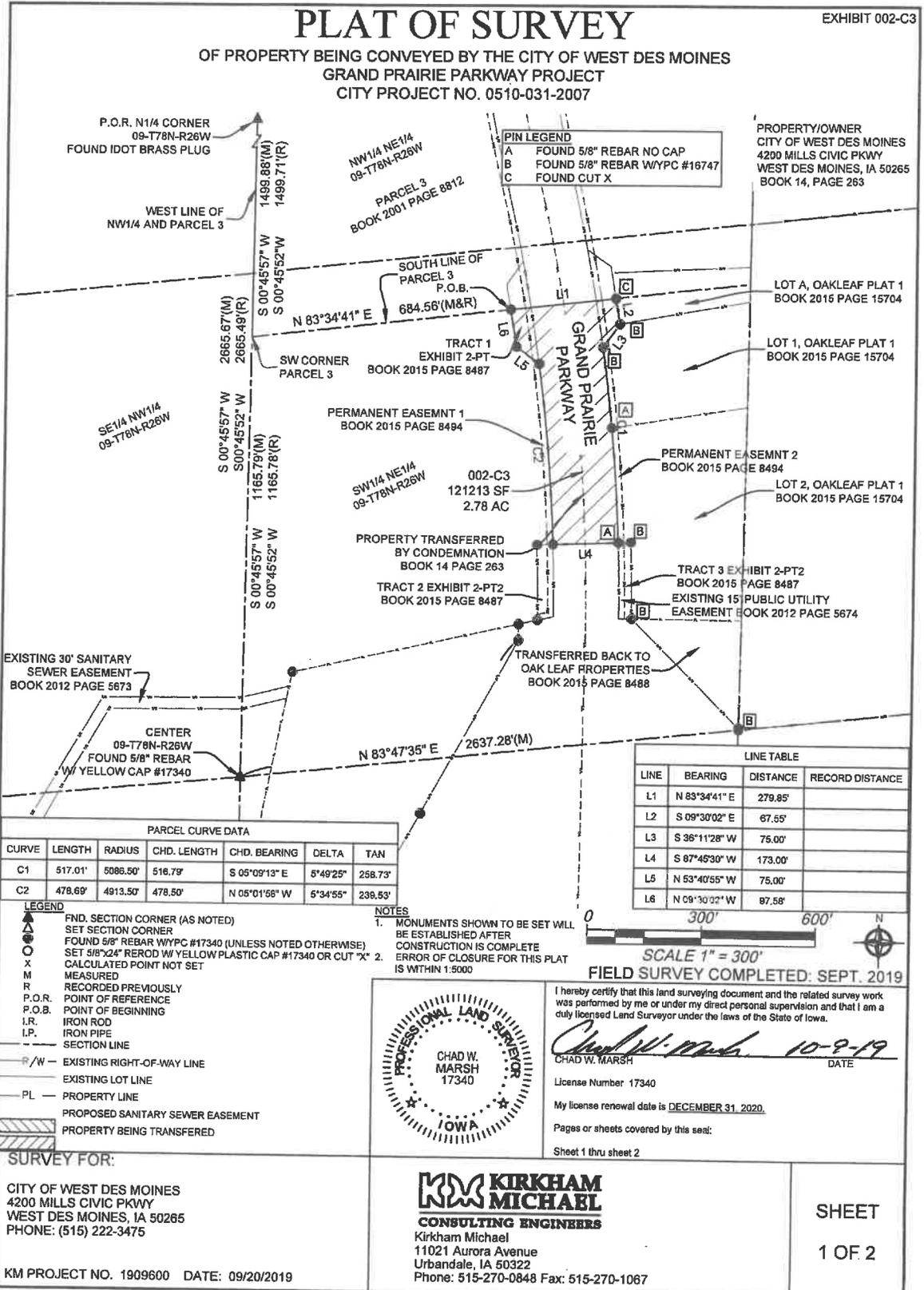
**KIRKHAM  
MICHAEL**  
CONSULTING ENGINEERS

Kirkham Michael  
11021 Aurora Avenue  
Urbandale, IA 50322  
Phone: 515-270-0848 Fax: 515-270-1067

SHEET

2 OF 2

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

**KIRKHAM  
MICHAEL**  
CONSULTING ENGINEERS

Kirkham Michael  
11021 Aurora Avenue  
Urbandale, IA 50322  
Phone: 515-270-0848 Fax: 515-270-1067

SHEET

2 OF 2

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

**DATE: November 18, 2019**

**ITEM:**

Motion – Approval of Traffic Code Amendment  
 Official Traffic Controls  
     EP True Parkway and 78<sup>th</sup> Place  
     Grand Avenue and Scenic Valley Drive  
     Mills Civic Parkway and Eighty Eighth (South) Street  
 First Reading

**FINANCIAL IMPACT:**

None.

**SYNOPSIS:**

Council action on this Traffic Code Amendment provides for the operation of traffic signals at the following intersections:

EP True Parkway and 78<sup>th</sup> Place  
 Grand Avenue and Scenic Valley Drive  
 Mills Civic Parkway and South 88<sup>th</sup> Street

**BACKGROUND:**

Traffic signals are being constructed a part of improvements at the intersections. The intersections meet warrants as outlined in the Manual of Uniform Traffic Control Devices.

**RECOMMENDATION:**

City Council Approve:  
 - Motion approving First Reading of Ordinance

Lead Staff Member: **Jim Dickinson, P.E.** 

**STAFF REVIEWS**

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	November 11, 2019		
Recommendation	Yes	No	Split

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.**

**SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-1: OFFICIAL TRAFFIC CONTROLS:** is hereby amended by adding the paragraph as follows:

Adding Intersections of:

EP True Parkway and 78<sup>th</sup> Place

Grand Avenue and Scenic Valley Drive

Mills Civic Parkway and Eighty Eighth (South) Street

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

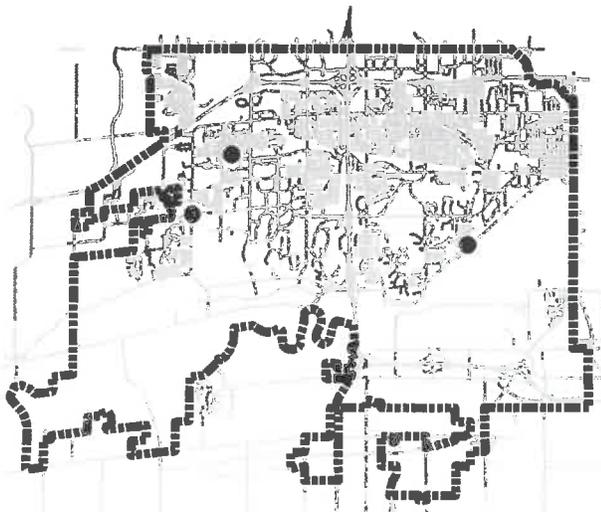
ATTEST:

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

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT: **Approval of Traffic Code Amendment, Official Traffic Controls**

LOCATION: **EP True Parkway and 78th Place      Mills Civic Parkway and 88th Street**  
**Grand Avenue and Scenic Valley Drive**

DRAWN BY: REF

DATE: 11-18-2019

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Motion - Approval of Traffic Code Amendments  
Through Streets Stop Required

- Veterans Parkway – East corporate limits to Western terminus of Veterans Parkway
- Grand Prairie Parkway (South) – North corporate limits to Raccoon River
- Grand Prairie Parkway (Southwest) – Raccoon River to Southern terminus of Grand Prairie Parkway (Southwest)

First Reading

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

This ordinance will designate Veterans Parkway as a through street stops required between the East corporate limits to the Western terminus of the street. The ordinance will also designate Grand Prairie Parkway as a through street stops required between the North corporate limits and the Southern terminus of the street. This designation is to reflect the traffic flows on the new streets.

**RECOMMENDATION:**

City Council Adopt:  
- Motion approving First Reading

**Lead Staff Member: Jim Dickinson, P.E.** 

**STAFF REVIEWS**

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Services	
Dates(s) Published		Date Reviewed	November 11, 2019	
		Recommendation	Yes	No
				Split

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,**

**SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9: SECTION 6-9-2: THROUGH STREETS STOP REQUIRED:** is hereby amended by revising the following paragraph:

**Delete:**

<u>Street</u>	<u>From</u>	<u>To</u>
Southwest Connector	Army Post Road	Southern terminus
Grand Prairie Parkway (South)	North corporate limits	Mills Civic Parkway
Grand Prairie Parkway (South)	Raccoon River Drive	Southern terminus of Grand Prairie Parkway (South)

**Add:**

<u>Street</u>	<u>From</u>	<u>To</u>
Veterans Parkway	East corporate limits	Western terminus of Veterans Parkway
Grand Prairie Parkway (South)	North corporate limits	Raccoon River
Grand Prairie Parkway (Southwest)	Raccoon River	Southern terminus of Grand Prairie Parkway (Southwest)

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

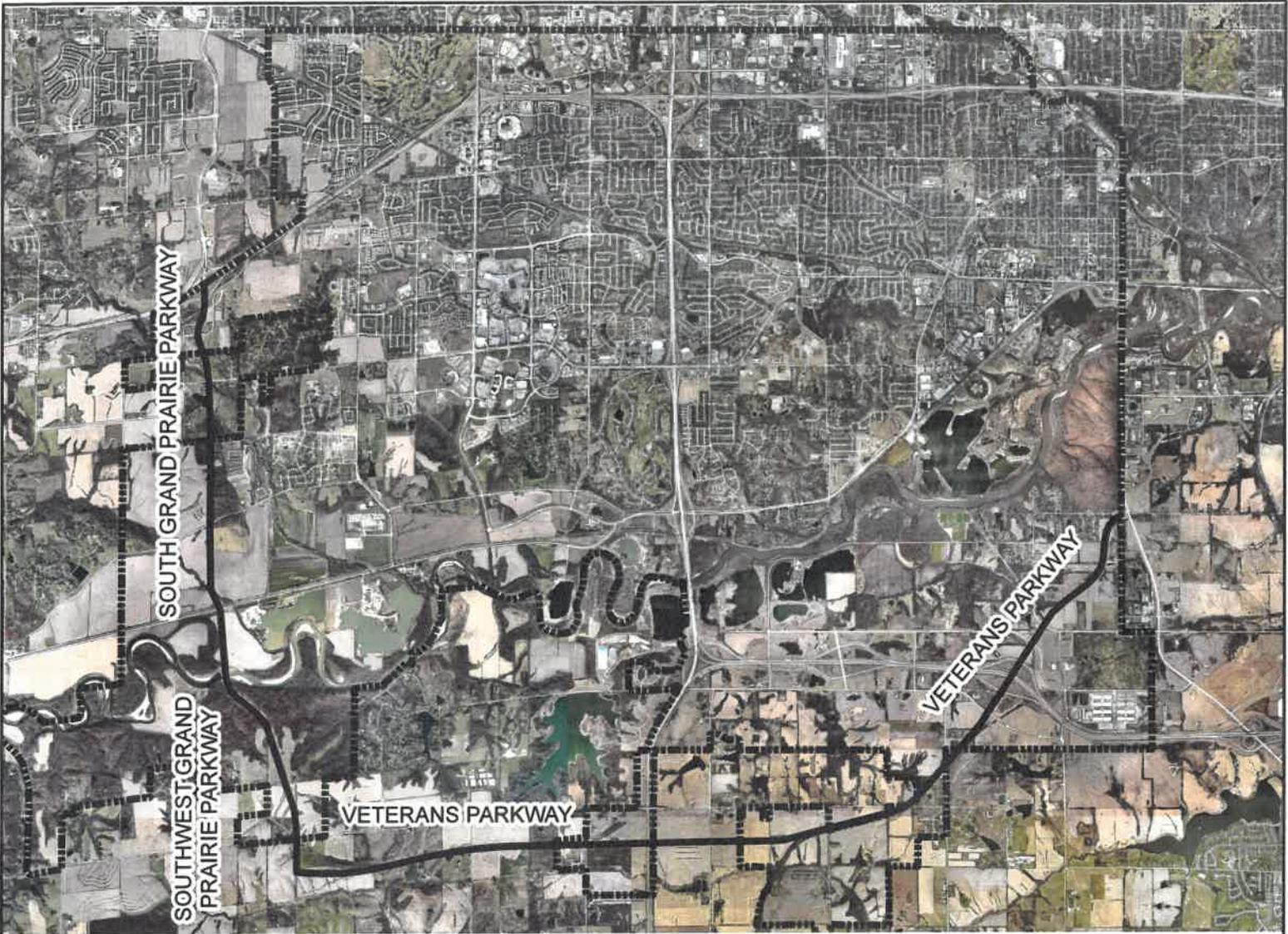
\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

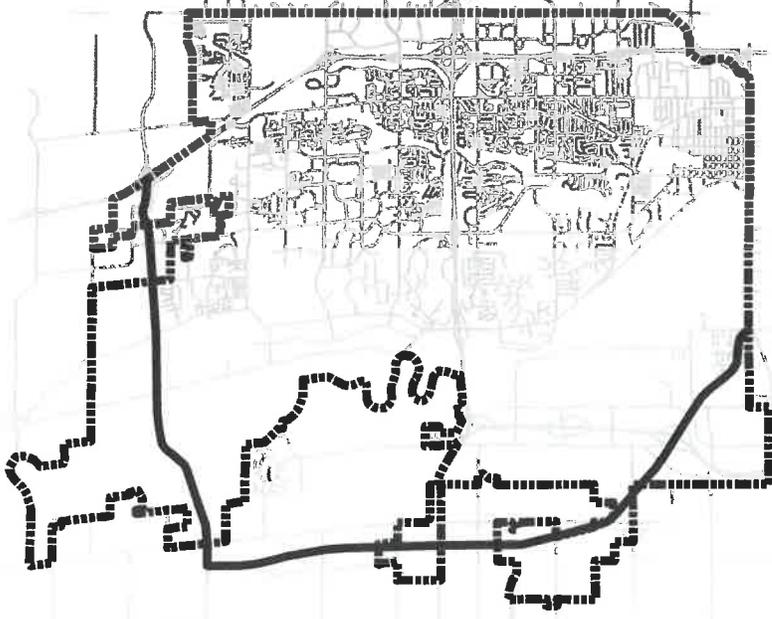
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Ryan T. Jacobson  
City Clerk

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



**VICINITY MAP**



**LEGEND**

PROJECT LOCATIONS 



**Approval of Traffic Code Amendment, Through Streets Stop Required  
Veterans Parkway - East Corporate Limits to Western Terminus**

**LOCATION: Southwest Grand Prairie Parkway- Center Raccoon River to Southern Terminus  
South Grand Prairie Parkway- North Corporate Limits South to Center Raccoon River**

DRAWN BY: REF

DATE: 11-18-2019

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Motion - Approval of Traffic Code Amendments  
Special Yield Required  
Grand Prairie Parkway (Southwest) and Veterans Parkway  
First Reading

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

This ordinance will require traffic on Southwest Grand Prairie Parkway at the intersection with Veterans Parkway to yield to traffic on Veterans Parkway. In the future as Southwest Grand Prairie Parkway is extended to the south and Veterans Parkway is extended to the west, it is anticipated that the traffic control at the intersection will be changed from yield signs to stop signs.

**RECOMMENDATION:**

City Council Adopt:

Motion approving First Reading

Lead Staff Member: Jim Dickinson, P.E. 

**STAFF REVIEWS**

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Services	
Dates(s) Published		Date Reviewed	November 11, 2019	
		Recommendation	Yes	No
				Split

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,**

**SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9: SECTION 6-9-3-4: SPECIAL YIELD REQUIRED:** is hereby amended by revising the following paragraph:

**Add:**

<u>Street</u>	<u>Vehicle Traveling</u>	<u>Shall Yield At</u>
Grand Prairie Parkway (Southwest)	North-South	Veterans Parkway

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

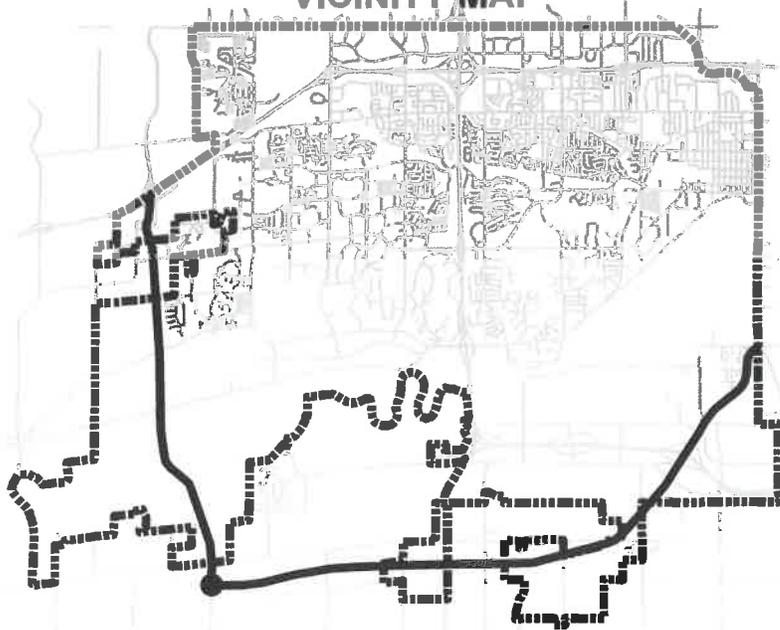
ATTEST:

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

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2019



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT: **Approval of Traffic Code Amendment, Special Yield Required**

LOCATION: **Southwest Grand Prairie Parkway- Southern Terminus at Intersection  
Veterans Parkway - Western Terminus at Intersection**

DRAWN BY: REF

DATE: 11-18-2019

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Motion - Approval of Traffic Code Amendment

No Parking Zones

Veterans Parkway – East corporate limits to Western terminus of Veterans Parkway on the south side

Grand Prairie Parkway (South) – North corporate limits to Raccoon River on the west side

Grand Prairie Parkway (Southwest) – Raccoon River to Southern terminus of Grand Prairie Parkway (Southwest) on the west side

78<sup>th</sup> Place – EP True Parkway to 185 feet north of EP True Parkway on the west side

First Reading

**FINANCIAL IMPACT:** None.

**BACKGROUND:**

Veterans Parkway and Grand Prairie Parkway are both designated as through streets. By City Code parking is already prohibited on the north and east side of these streets. This ordinance will also prohibit parking on the south and west side of the streets making parking prohibited on both sides of the streets. At the intersection of 78<sup>th</sup> Place and EP True Parkway, 78<sup>th</sup> Place has a left turn lane so parking needs to be prohibited on the west side for the length of the left turn lane which is 185 feet north of EP True Parkway.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:  
- Motion approving First Reading

**Lead Staff Member: Jim Dickinson, P.E.**

**STAFF REVIEWS**

Department Director	Bret Hodne				
Appropriations/Finance					
Legal					
Agenda Acceptance					
<b>PUBLICATION(S) (if applicable)</b>		<b>SUBCOMMITTEE REVIEW (if applicable)</b>			
Published In	Des Moines Register	Committee	Public Services		
Dates(s) Published		Date Reviewed	November 11, 2019		
		Recommendation	Yes	No	Split

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.**

**SECTION 1: TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9, SECTION 6-9-5-1: NO PARKING ZONES:** is hereby amended by the following changes:

**Delete:**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Grand Prairie Parkway (South)	North corporate limits	Mills Civic Parkway	West
Southwest Connector	Army Post Road	Southern terminus	West

**Add:**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Grand Prairie Parkway (South)	North corporate limits	Raccoon River	West
Grand Prairie Parkway (Southwest)	Raccoon River	Southern terminus of Grand Prairie Parkway (Southwest)	West
Veterans Parkway	East corporate limits	Western terminus of Veterans Parkway	South
78 <sup>th</sup> Place	EP True Parkway	185 feet north of centerline of EP True Parkway	West

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

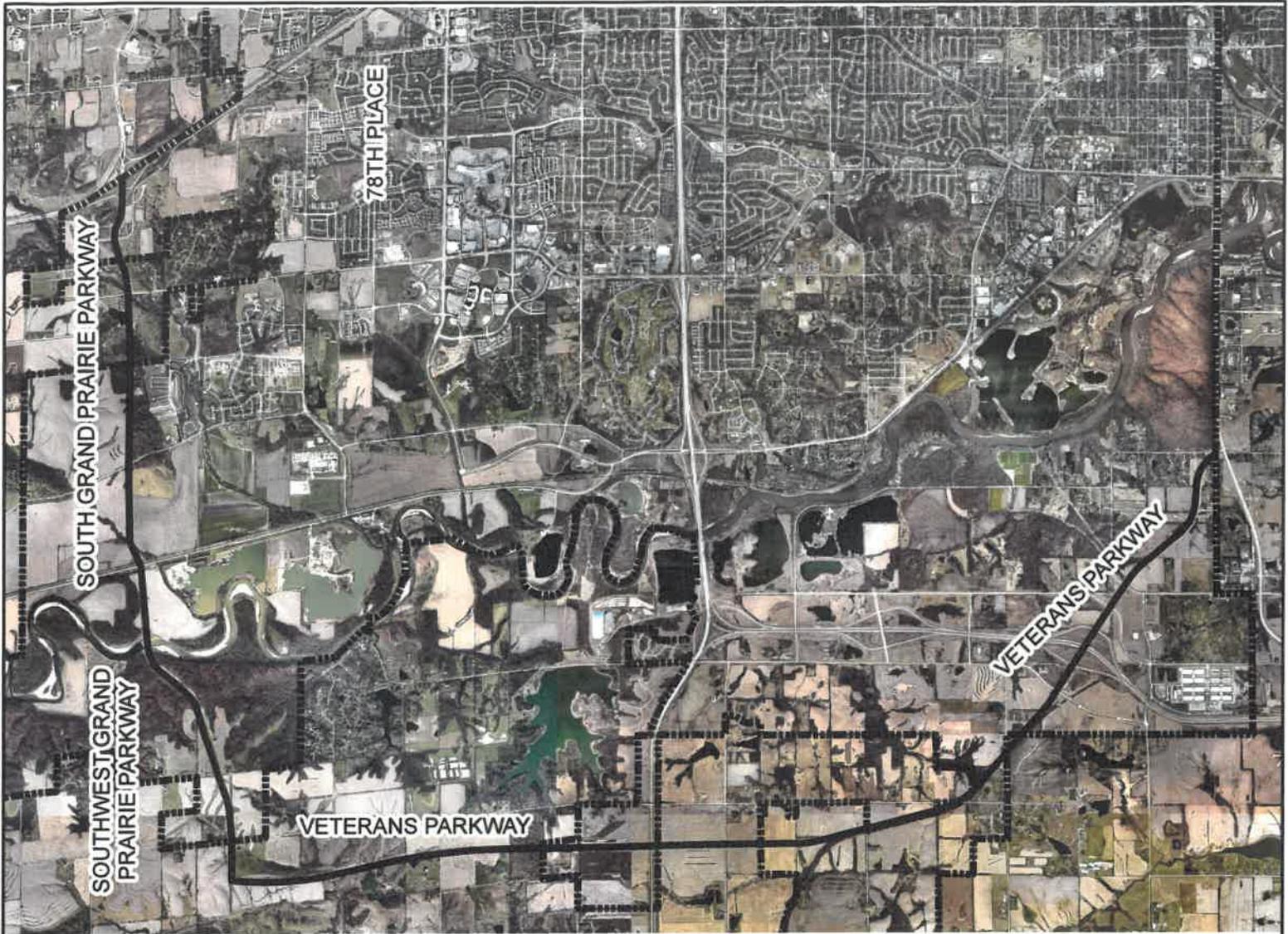
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

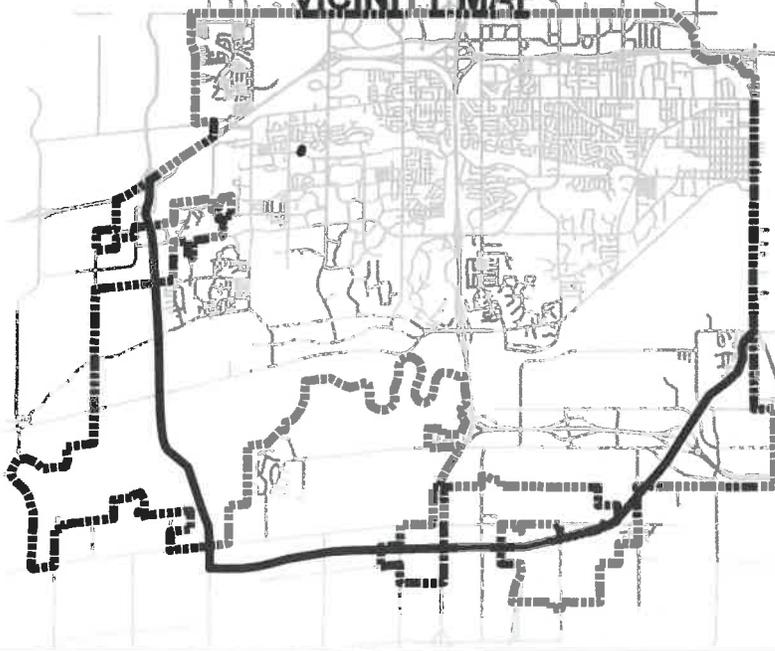
ATTEST:

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

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2019



**VICINITY MAP**



**LEGEND**

PROJECT LOCATIONS 



**Approval of Traffic Code Amendment, No Parking Zones**

PROJECT: **Veterans Parkway - East Corporate Limits to Western Terminus South Side  
South Grand Prairie Parkway- North Corporate Limits South to Center Raccoon River West Side**

LOCATION: **Southwest Grand Prairie Parkway- Center Raccoon River to Southern Terminus West Side  
78th Place- EP True Parkway to 185 Feet North of EP True On the West Side**



DRAWN BY: REF

DATE: 11-18-2019

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Motion - Approval of Traffic Code Amendments  
Special Speed Zones  
Veterans Parkway – East corporate limits to Western terminus of Veterans Parkway  
First Reading

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

Approval of the ordinance will assign a 40 mph speed limit to the section of Veterans Parkway from the East corporate limits to 400 feet west of Adams Street and a 45 mph speed limit to the section of Veterans Parkway from 400 feet west of Adams Street to the Western terminus of Veterans Parkway.

**RECOMMENDATION:**

City Council Adopt:  
- Motion approving First Reading

**Lead Staff Member: Jim Dickinson, P.E.**

**STAFF REVIEWS**

Department Director	Bret Hodne
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Services	
Dates(s) Published		Date Reviewed	November 11, 2019	
		Recommendation	Yes	No
				Split

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.**

**SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-10: SPECIAL SPEED ZONES:** is hereby amended by adding the following paragraphs:

**Delete:**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed</u>
Veterans Parkway	East corporate limits	SE Maffitt Lake Road	40 mph

**Add:**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed</u>
Veterans Parkway	East corporate limits	400 feet west of Adams Street	40 mph
Veterans Parkway	400 feet west of Adams Street	Western terminus of Veterans Parkway	45 mph

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

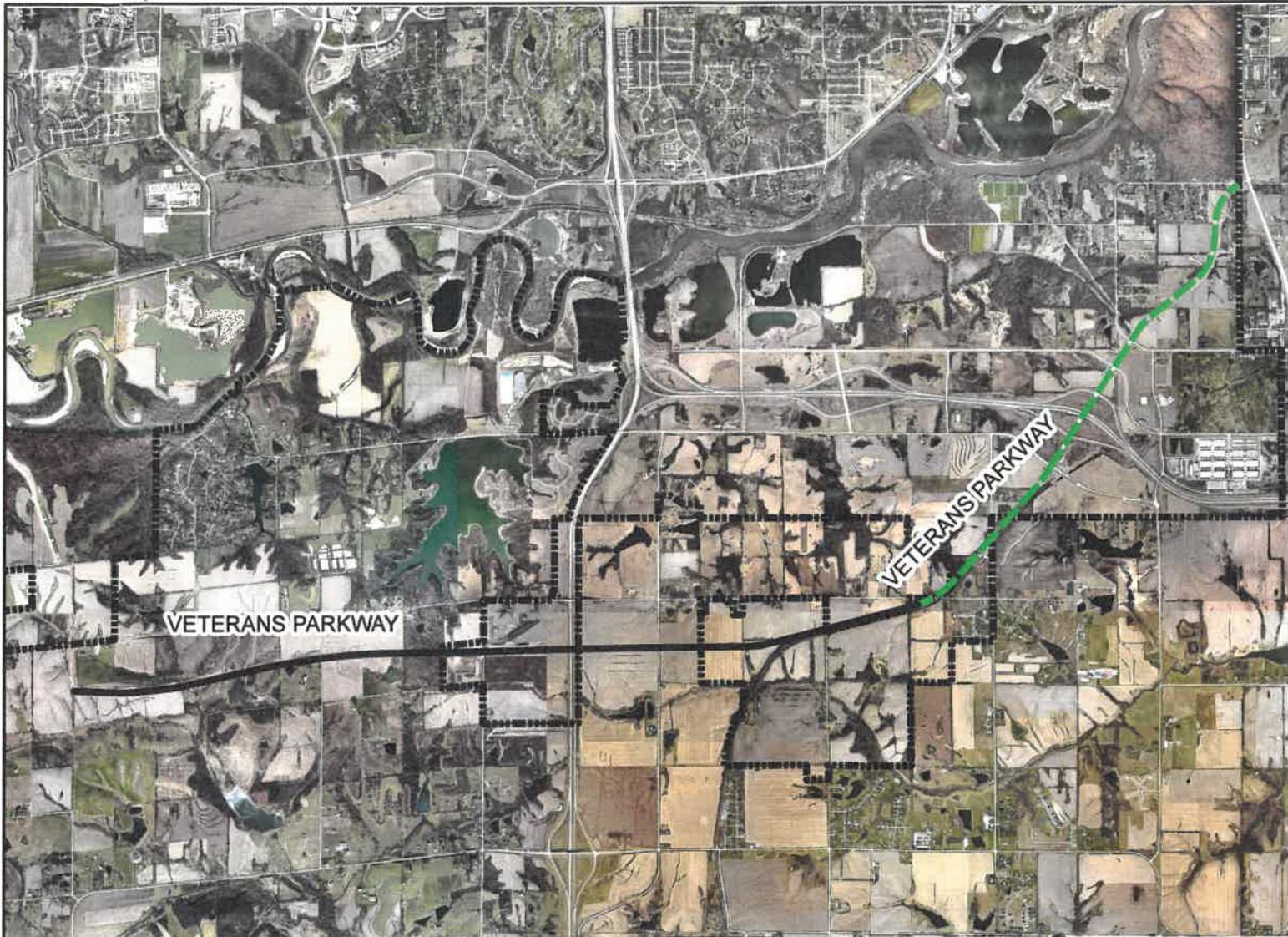
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

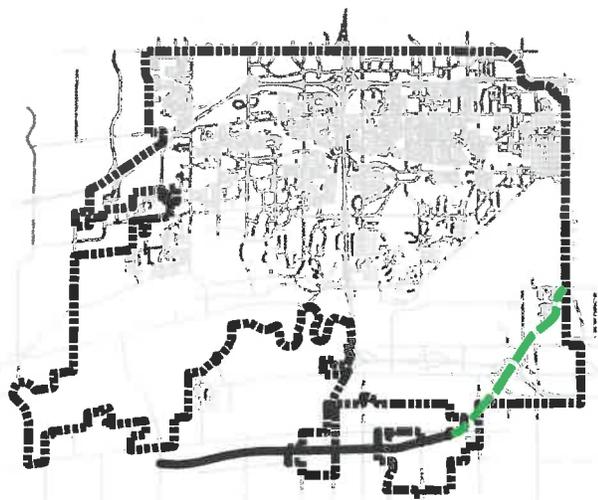
ATTEST:

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

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



**VICINITY MAP**



**LEGEND**

- PROJECT LOCATIONS**
- 40 MPH
  - 45 MPH



PROJECT:

**Approval of Traffic Code Amendment, Special Speed Zones**

LOCATION: Veterans Parkway - East Corporate Limits to 400 Feet West of Adams Street 40 MPH

Veterans Parkway - 400 Feet West of Adams Street to Western Terminus Veterans Parkway 45 MPH

DRAWN BY: REF

DATE: 11-18-2019

SHT. 1 of 1

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

**DATE: November 18, 2019**

**ITEM:**

Motion - Approval of Traffic Code Amendments  
Truck Routes

- Veterans Parkway – East corporate limits to Western terminus of Veterans Parkway
- Grand Prairie Parkway (South) – North Corporate Limits to Raccoon River
- Grand Prairie Parkway (Southwest) – Raccoon River to Southern terminus of Grand Prairie Parkway (Southwest)

First Reading

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

This ordinance will designate Veterans Parkway as a truck route between the East corporate limits and the Western terminus as well as Grand Prairie Parkway between the north corporate limits and the Southern terminus. This designation is to reflect the traffic flows on the streets.

**RECOMMENDATION:**

City Council Adopt:

Motion approving First Reading

**Lead Staff Member: Jim Dickinson, P.E.**

**STAFF REVIEWS**

Department Director	Bret Hodne
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Services	
Dates(s) Published		Date Reviewed	November 11, 2019	
		Recommendation	Yes	No
				Split

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,**

**SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9: SECTION 6-9-12-2: TRUCK ROUTES:** is hereby amended by revising the following paragraph:

**Delete:**

<u>Street</u>	<u>From</u>	<u>To</u>
Southwest Connector	Army Post Road	Southern terminus
Grand Prairie Parkway (South)	North corporate limits	Mills Civic Parkway

**Add:**

<u>Street</u>	<u>From</u>	<u>To</u>
Veterans Parkway	East corporate limits	Western terminus of Veterans Parkway
Grand Prairie Parkway (South)	North corporate limits	Raccoon River
Grand Prairie Parkway (Southwest)	Raccoon River	Southern terminus of Grand Prairie Parkway (Southwest)

**SECTION 2. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

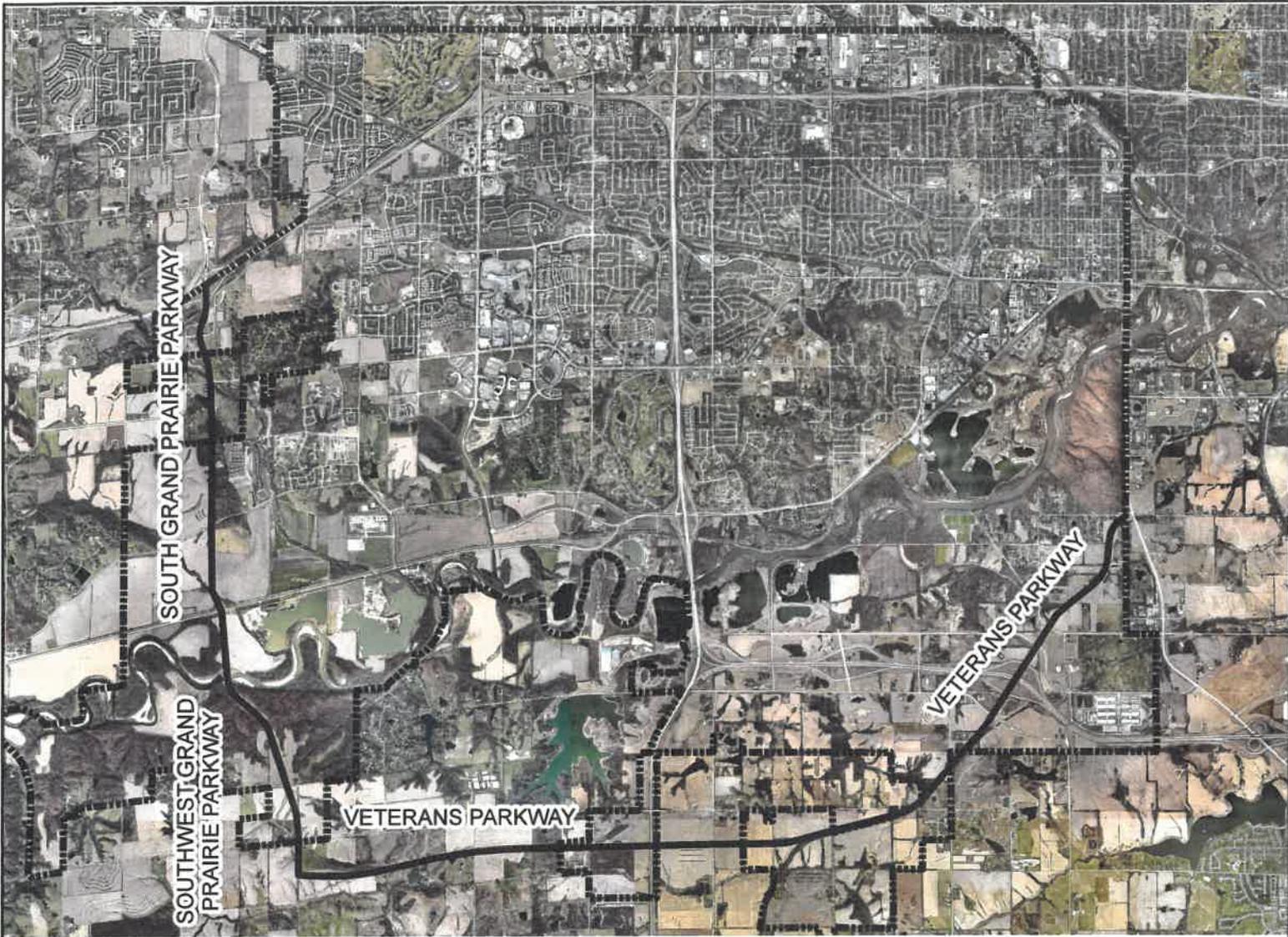
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

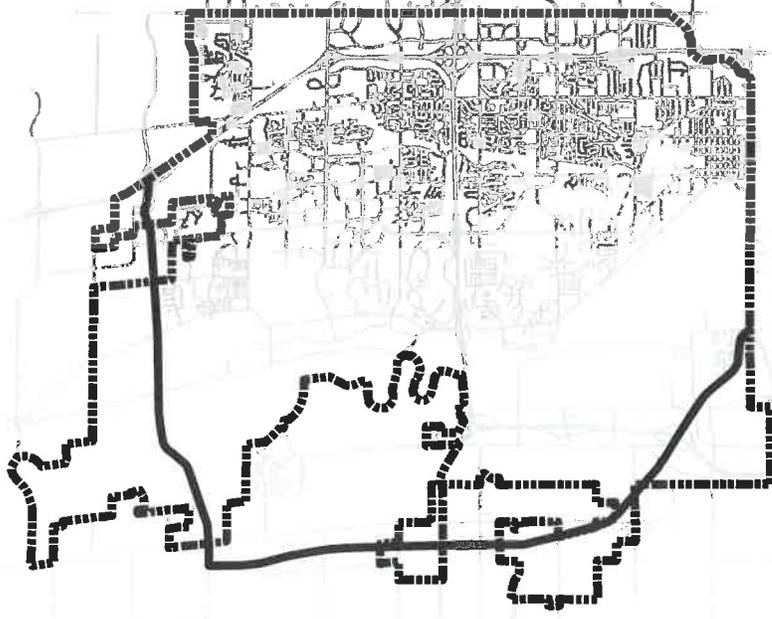
ATTEST:

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

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

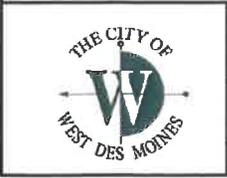


**VICINITY MAP**



**LEGEND**

PROJECT LOCATIONS 



PROJECT:	<b>Approval of Traffic Code Amendment, Truck Routes Veterans Parkway - East Corporate Limits to Western Terminus</b>
LOCATION:	<b>Southwest Grand Prairie Parkway- Center Raccoon River to Southern Terminus South Grand Prairie Parkway- North Corporate Limits South to Center Raccoon River</b>
DRAWN BY: REF	DATE: 11-18-2019
SHT. 1 of 1	

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

**ITEM:** Approval to Relocate December 2, 2019 and  
December 16, 2019 Regular City Council Meetings

**DATE:** November 18, 2019

**FINANCIAL IMPACT:** None

**BACKGROUND:**

All regular City Council meetings for 2019 had been scheduled to take place in the Council Chambers at West Des Moines City Hall. However, due to the ongoing City Hall Renovations project, the Council Chambers will be inaccessible starting November 19<sup>th</sup>, until late-January 2020. Staff has reserved the community room at the West Des Moines Community School District Learning Resource Center, 3550 Mills Civic Parkway, for the previously scheduled meetings on December 2, 2019 and December 16, 2019. The same room has also been reserved for the regular meeting that is anticipated to be scheduled for January 6, 2020.

The meeting times will remain at 5:30 p.m.

Staff is recommending that the City Council formally relocate the December 2<sup>nd</sup> and December 16<sup>th</sup> meetings from West Des Moines City Hall to the community room at the West Des Moines Community School District Learning Resource Center, 3550 Mills Civic Parkway.

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

**RECOMMENDATION:**

Motion: the previously scheduled City Council meetings on Monday, December 2, 2019 and December 16, 2019, are relocated to the community room at the West Des Moines Community School District Learning Resource Center, 3550 Mills Civic Parkway.

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

**STAFF REVIEWS**

Department Director	
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	

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

**ITEM:****DATE: November 18, 2019**

Follow-up to citizen concerns regarding status of vicious dog, 532 9<sup>th</sup> Street, West Des Moines

**BACKGROUND:**

Following concerns raised at the November 4, 2019 City Council meeting by citizens living in or near the 500 block of 9<sup>th</sup> Street, City representatives met with the members of the Sears family and members of the Misner family. Erin Sears was the victim of a dog bite in June, 2019 and the Misner family owns the dog that bit Ms. Sears. Following a second bite to a postal carrier in September, 2019, the dog was declared vicious by the City.

The issues raised at the City Council meeting involved concerns for the safety of residents in the neighborhood due to the presence of the dog, the potential effect upon the value of neighboring properties due to a vicious dog residing in the neighborhood, the adequacy of the requirements imposed by the City in allowing the dog to remain with the Misner family, and the inability of area residents to receive U.S. Mail delivery to their home.

In an effort to address these concerns, Police Chief Chris Scott and Sergeant Jody Hayes met with Martin, Kari and Montana Misner to discuss options involving its dog, Teyo. After some deliberation, the Misner's decided that they want to continue ownership of the dog, with the understanding that the requirements imposed by the City remain in effect. To date, no material violations of the requirements have occurred.

Police Chief Scott and I then met with Erin, Karla and Ray Sears to discuss the status of the dog and issues related to the investigations conducted by the City following the two bites. Erin Sears expressed concern that as City Attorney I had publicly stated that the bite she suffered in June was the result of the dog being provoked. I agreed that my statement was incorrect and that Ms. Sears did not provoke the dog. I also provided a written statement of clarification and apology, a copy of which is attached. The Sears family continued to express their disagreement with the decision of the City not to declare the dog vicious following the bite to Erin Sears. The family was also informed of the decision of the Misner's to keep the dog and of the continuing efforts of the City, through discussions with post office representatives, to have home mail delivery restored to residents in and near the 500 block of 9<sup>th</sup> Street. Further discussion involved concerns of the Sears family regarding the family's relationship with the Misners.

Although no significant change to the issues raised by residents has occurred, efforts by City representatives to address these issues will continue.

**OUTSTANDING ISSUES** (if any): Restoration of home mail delivery by the post office to residents in and near the 500 block of 9<sup>th</sup> Street.

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

Appropriations/Finance	
Legal	
Agenda Acceptance	



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

**City Attorney's Office**

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Phone (515) 222-3614 or 222-3523  
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November 12, 2019

Ms. Erin Sears  
1115 27<sup>th</sup> Street  
Des Moines, IA 50311

RE: Correction of statements made involving dog bite  
of June 1, 2019

Dear Ms. Sears:

This correspondence is in regard to the dog bite you suffered on June 1, 2019 from Teyo, a pit bull owned by Kari and Martin Misner that occurred at 528 9<sup>th</sup> Street, West Des Moines.

As I have previously stated, I want to again apologize to you and your family for indicating that you were bitten because you provoked the dog. It was an incorrect statement as you did not provoke the dog. Rather, the Animal Control Officer believed that the child car seat you were carrying somehow affected the dog, which may have led to the dog biting you. It was not my intent to suggest that you did anything to make the dog bite you or that you did anything wrong. It was a very poor choice of words.

Again, my apologies for this misstatement.

Sincerely,

Richard J. Scieszinski  
City Attorney

cc: Ms. Karla Sears  
528 9<sup>th</sup> Street  
West Des Moines, IA 50265