

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: January 6, 2020

time: 5:30 P.M.

MAYOR STEVEN K. GAER
COUNCILMEMBER AT LARGE RENEE HARDMAN
COUNCILMEMBER AT LARGE MATTHEW MCKINNEY
COUNCILMEMBER 1ST WARD KEVIN L. TREVILLYAN
COUNCILMEMBER 2ND WARD GREG HUDSON
COUNCILMEMBER 3RD WARD RUSS TRIMBLE

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

Learning Resource Center
3550 Mills Civic Parkway

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. Swearing in of Fire Lieutenant Tim Hostetter and Deputy Fire Chief of Training Scott McFarland
 - b. Introduction of Matt Hauge, Historic Valley Junction Foundation Executive Director
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of December 16, 2019 and December 26, 2019 Meetings
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. 26550, LLC d/b/a 50th Street Tap, 265 50th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - New
 2. Hy-Vee, Inc. d/b/a Hy-Vee West Des Moines Health Market, 375 South Jordan Creek Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 3. Waterfront Seafood Market, Inc. d/b/a Waterfront Seafood Market, 2900 University Avenue - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal
 - d. Motion - Approval of Orders for Violations of Alcohol Laws
 - e. Motion - Approval of Appointment - City Clerk
 - f. Motion - Approval of Grant Agreement with The Principal Financial Group Foundation, Inc. - MidAmerican Energy RecPlex

- g. Motion - Approval of Professional Services Agreements:
 - 1. American Legion Park - Skate Facility Design Services
 - 2. American Legion Park - Site Engineering Services
 - 3. Jordan Creek Trail, 39th Street to 50th Street
 - 4. Southwoods Park - Single Track Trail Design Services
- h. Motion - Approval of Change Order #1 - MidAmerican Energy Recplex - Foundations
- i. Motion - Approval of Amendment No. 3 to Professional Services Agreement - Nature Lodge HVAC Replacement, Roof Repairs and Exterior Improvements
- j. Resolution - Approval of Interfund Transfers
- k. Resolution - Accept Work:
 - 1. Ashworth Road Improvements, Phase 2 - 81st Street to 88th Street
 - 2. Grand Avenue Stormwater Pump Station
 - 3. Valley West Drive and Westtown Parkway Storm Sewer Improvements
- l. Resolution - Authorize Application for Surface Transportation Block Grant (STBG) Program Funding - Des Moines Area Metropolitan Planning Organization
- m. Resolution - Approval of Amendment to High Quality Jobs Program Contract - Innovative Injection Technologies, Inc.
- n. Resolution - Approval of Professional Consulting Services Agreement - University Avenue Corridor Study
- o. Resolution - Approval and Acceptance of Consent and Hold Harmless Agreement, Purchase Agreement, and Conveyance of Property Interests - City Entrance Enhancements Project
- p. Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests - Project Osmium Public Infrastructure

5. Old Business

- a. Amendment #4 to Alluvion Urban Renewal Area - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 91st Street and Coachlight Drive; and SW 60th Street and SW Kerry Street - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - SW 60th Street, Veterans Parkway to SW Kerry Street; SW Warren Avenue, SW Adams Street to southern terminus of SW Warren Avenue; SW Kerry Street, SW Warren Avenue to western terminus of SW Kerry Street - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- 6. Public Hearings (5:35 p.m.)**
 - a. MidAmerican Energy RecPlex - Ice Refrigeration - 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. Courtyards at Kings Landing, northeast corner of South 100th Street and Stagecoach Drive - Subdivide Property into 79 Lots and Three Outlots for a Detached Townhome Development - Caliber Iowa, LLC
 - 1. Resolution - Approval and Release of Final Plat

 - b. Amendment to City Code - Title 3 (Business and Licensing), Chapter 8 (Pawnbrokers) - Modify the Procedures and Requirements for Reporting Pawned Items by Pawnbrokers - City Initiated
 - 1. Ordinance - Approval of First Reading

- 8. Receive, File and/or Refer**

- 9. Other Matters**

- 10. Executive Session**
 - a. Pending/Threatened Litigation

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

1. 2020-21 FY Operating and Capital Budget - Preliminary Background
2. Other Matters

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

December 16, 2019

West Des Moines City Council Proceedings
Monday, December 16, 2019

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, at the West Des Moines Community School District Learning Resource Center, 3550 Mills Civic Parkway on Monday, December 16, 2019 at 5:30 PM. Council members present were: R. Hardman, J. Mickelson, J. Sandager, and R. Trimble.

City Clerk Ryan Jacobson stated staff is recommending one amendment to the agenda to clarify the purposes of the executive session by adding: "law enforcement matters (Iowa Code Section 21.5(1)(g)) and physical infrastructure/cyber security (Iowa Code Section 21.5(1)(k))."

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

Vote 19-606: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

Mayor Gaer swore in At-Large Council Member Matthew McKinney, Second Ward Council Member Greg Hudson, and Parks and Recreation Advisory Board members Joe Hrdlicka, Jim Miller, and Aaron Sewell, all for four year terms beginning January 1, 2020.

Mayor Gaer introduced Dan and Phyllis Rupprecht and highlighted their accomplishments and contributions to the community. He then presented them with a Key to the City and read Proclamation - Recognition of Dan and Phyllis Rupprecht.

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

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

Council member Sandager stated it has been an honor to serve on the City Council the past 16 years, and he expressed appreciation to his fellow elected officials, city staff, and his family.

Council member Trimble expressed his appreciation to outgoing council members Mickelson and Sandager.

Council member Mickelson stated it has been a pleasure to serve on the City Council the past seven years, and he expressed appreciation to his fellow elected officials, city staff, and his family.

Council member Hardman expressed her appreciation to outgoing council members Mickelson and Sandager. She also reported she attended the recent West Des Moines Chamber of Commerce luncheon.

December 16, 2019

City Manager Tom Hadden stated he has enjoyed working with outgoing council members Mickelson and Sandager and commended them for their service.

Mayor Gaer expressed appreciation to outgoing council members Mickelson and Sandager for their contributions to the city council. He then read Resolution of Appreciation to Jim Sandager and Resolution of Appreciation to John Mickelson.

Bret Hodne, Public Services Director, recognized Jon Keimig, as he won 2nd place in his event at the 2019 Snow Plow Roadeo.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of December 2, 2019 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. 7 Stone, LLC d/b/a 7 Stone, 9350 University Avenue - Class BW Permit with Sunday Sales - Renewal
 - 2. Christiani's Events, LLC d/b/a Christiani's Events, 2700 University Avenue, Suite 100 - Five-Day Class LC Liquor License - Effective January 16-20, 2020
 - 3. Kwik Trip, Inc. d/b/a Tobacco Outlet Plus #565, 1220 Grand Avenue, Suite 101 - Class BC Beer Permit with Sunday Sales - Renewal
 - 4. Thompson Hospitality, LLC d/b/a Urban Cellar, 640 South 50th Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 - 5. Your Private Bartender, LLC d/b/a Your Private Bartender, 4000 Turnberry Drive - Five-Day Class LC Liquor License - Effective January 7-11, 2020
- d. Approval of Appointments:
 - 1. 2020 and 2021 Committee/Liaison Assignments
 - 2. Human Rights Commission
- e. Approval of Contract for Leasing Office Furniture - Library Interior Renovations
- f. Approval of Contract for New Office Furniture - Library Interior Renovations
- g. Approval of Agreement - Renewal of Main Street Iowa Program Agreement
- h. Order Construction:
 - 1. Intersection Improvements - Jordan Creek Parkway and Ashworth Road
 - 2. Raccoon River Park Concessions Remodel
- i. Accept Work:
 - 1. Booneville Road Bridge over Sugar Creek
 - 2. EP True Parkway Widening, Jordan Creek Parkway to 81st Street
 - 3. Mills Civic Parkway, South Jordan Creek Parkway to South 81st Street
 - 4. The Parkways Turn Lane on South Jordan Creek Parkway

December 16, 2019

- j. Approval of Professional Services Agreement - Ashworth Road Corridor Study - 1st Street to 50th Street
- k. Approval of Proposal from MidAmerican Energy Company to Extend Electrical Service - Raccoon River Basin Segment 5 Sewer Lift Station
- l. Approval and Acceptance of Storm Water Management Facility Maintenance Agreement - Texas Roadhouse, 6378 Mills Civic Parkway
- m. Approval and Acceptance of Storm Water Management Facility Maintenance Agreement and Warranty Deed for Dedication of Right of Way - Unity Point Clinic, 4055 Westown Parkway
- n. Approval of Economic Development Assistance Contract - Wright Service Corp.
- o. Approval to Initiate Development Agreement - Allied Construction, Inc.
- p. Approval and Acceptance of Conveyance of Property Interests - Raccoon River Basin Segment 5 Sewer - Lift Station
- q. Resolution of Appreciation to Jim Sandager
- r. Resolution of Appreciation to John Mickelson
- s. Proclamation - Recognition of Dan and Phyllis Rupprecht
- t. Approval of Emergency Public Safety Network Migration

Vote 19-607: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 5(a) 1913 Grand Avenue - Change the Zoning from Residential Single Family to Office, initiated by Mark Shrum

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

Vote 19-608: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-609: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

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

Vote 19-610: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

December 16, 2019

On Item 5(b) Amendment #1 to Historic West Des Moines Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 19-611: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-612: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

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

Vote 19-613: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 5(c) Woodland Hills Urban Renewal Area - Approval of Amended TIF Ordinance, initiated by the City of West Des Moines

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

Vote 19-614: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-615: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

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

Vote 19-616: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

December 16, 2019

On Item 6(a) 4th and Railroad, 101 and 107 4th 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, initiated by Cutler Development, LLC (Continued from November 18, 2019 and December 2, 2019)

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

Vote 19-617: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Wirtz Commercial Park, 865 South 51st Street - Vacation of Buffer No Build Area Plat Restriction on Lots 2 and 3, initiated by EIG14T Development. He asked for the date the notice was published and the City Clerk indicated the notice was published on November 29, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the vacation request.

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

It was moved by Sandager, second by Mickelson to adopt Resolution - Approval of Vacation of Buffer No Build Area.

Vote 19-618: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by WillieT, LLC and Coffee Cats, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 19-619: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by 300 4th Street, LLC and KCL Engineering,

December 16, 2019

LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Sandager, second by Trimble to adopt Resolution - Approval of Agreement.

Vote 19-620: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment #4 to Alluvion Urban Renewal Area, 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 December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Mickelson to adopt Resolution - Approval of Urban Renewal Plan Amendment.

Vote 19-621: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

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

Vote 19-622: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 19-623: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Whisper Ridge Plat 2 - Approval and Acceptance of Property Interests and Conveyance of Stormwater Detention and Access Easement, initiated by Whisper Ridge Two Owners Association, Inc. He asked for the date the notice was published and the City Clerk indicated the

December 16, 2019

notice was published on December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Hardman to adopt Resolution - Approval and Acceptance of Property Interests and Resolution - Approval of Conveyance of Stormwater Detention and Access Easement.

Vote 19-624: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(g) Mayor Gaer indicated this was the time and place for a public hearing to consider Valley Junction Activity Center Remodel, Phase 3B, 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 December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 19-625: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(h) Mayor Gaer indicated this was the time and place for a public hearing to consider 2018 FEMA Repairs, 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 December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by Mickelson to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to MPS Engineers (dba Kingston Services).

December 16, 2019

Vote 19-626: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 6(i) Mayor Gaer indicated this was the time and place for a public hearing to consider Sheraton Lift Station Generator Replacement, 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 December 6, 2019 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 19-627: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 7(a) Veterans Business Park Plat 1, west side of 1st Street approx. 1,000 ft. north of SE Willow Creek Drive - Subdivide Property into One Lot for Development, One Outlot and One Street Lot, initiated by Hurd Willow Creek, LLC

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

Vote 19-628: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 7(b) Sister Cities Commission Appointment, initiated by the City of West Des Moines

It was moved by Trimble, second by Mickelson to adopt Motion - Approval of Appointment.

Vote 19-629: Hardman, Mickelson, Trimble ...3 yes
Sandager... 1 abstain due to potential conflict of interest
Motion carried.

On Item 8(a) West Des Moines Water Works - 2020 Budget - Received and Filed

On Item 9 - Other Matters: none

The meeting was adjourned at 6:19 p.m.

December 16, 2019

It was moved by Mickelson, second by Sandager to go into Executive Session per Chapter 21 of the Iowa Code, to discuss the potential acquisition/disposition of real estate (Iowa Code Section 21.5(1)(j)), pending/threatened litigation (Iowa Code Section 21.5(1)(c)), law enforcement matters (Iowa Code Section 21.5(1)(g)), and physical infrastructure/cyber security (Iowa Code Section 21.5(1)(k)).

Vote 19-630: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

Entered Executive Session at 6:26 p.m. with the following persons present in the Fairmeadows Room of the West Des Moines Community School District Learning Resource Center: Mayor Gaer, Council members Hardman, Mickelson, Sandager, and Trimble; Council members-elect Hudson and McKinney; City Manager, Deputy City Manager, City Attorney, City Clerk, Community and Economic Development Director, Business Development Coordinator, Fire Chief, Police Chief, and ITS Director.

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

Vote 19-631: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

Executive Session was adjourned at 7:07 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

December 26, 2019

West Des Moines City Council Proceedings
Thursday, December 26, 2019

Mayor Steven K. Gaer opened the special meeting of the City Council of West Des Moines, Iowa, in the Teamwork Room of the West Des Moines City Hall on Thursday, December 26, 2019 at 8:30 a.m. Council members participating via telephone were: R. Hardman, J. Mickelson, and R. Trimble.

On Item 2. Agenda. It was moved by Trimble, second by Mickelson to approve the agenda as presented.

Vote 19-632: Hardman, Mickelson, Trimble...3 yes
Motion carried.

On Item 3(a) Bill Lists, initiated by the City of West Des Moines

Mayor Gaer requested additional information regarding the proposed \$20,000 payment to Eat Greater Des Moines.

Tim Stiles, Finance Director, reported the Eat Greater Des Moines payment is one of eight on this bills list that is being paid from a Microsoft escrow account that the company established and funded in coordination with the City for their charitable giving program. The City controls the escrow account so, even though it does not use City operating funds, staff believed it would be most transparent to have the City Council approve payments made from the escrow account.

Council member Sandager arrived at 8:33 a.m. The attendance was re-taken. Council members present were: J. Sandager, with R. Hardman, J. Mickelson, and R. Trimble participating via telephone.

Mayor Gaer expressed concerns that listing these Microsoft escrow account payments in the same list as all the regular City payments could be incorrectly interpreted by the public that these payments are being paid from City funds.

The Mayor and Council held discussion about how to address the concerns and reached a consensus in support of approving the proposed list of payments today, with the record clarifying that the eight payments paid from the Microsoft escrow account are not being paid from City operating funds. Staff was also asked to look into finding a better process for handling these types of payments going forward.

It was moved by Sandager, second by Hardman to adopt Motion - Approval of Bill Lists, with an amendment to clarify that the following eight payments are being paid from Microsoft escrow account funds and are not using City funds:

December 26, 2019

- Eat Greater Des Moines (\$20,000.00)
- Edmundson Art Foundation, Inc. (\$7,500.00)
- FRC Team 4646 ASAP (\$5,000.00)
- Healthy Birth Day, Inc. (\$5,000.00)
- Project Iowa (\$18,000.00)
- Science Center of Iowa (\$15,000.00)
- St. Vincent De Paul (\$10,000.00)
- Wildwood Hills Ranch of Iowa (\$10,000.00)

Vote 19-633: Hardman, Mickelson, Sandager, Trimble...4 yes
Motion carried.

On Item 4. The Special Meeting Notice was Received and Filed.

The meeting was adjourned at 8:40 a.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Bill Lists

DATE: January 6, 2020

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	01/06/2020	\$ 6,258,902.10
EFT Claims	01/06/2020	\$ 2,781,145.49
Control Pay	01/06/2020	\$ 338,689.36
End of Month & Off-Cycle	12/03/2019 to 01/20/2020	\$ 273,761.29

RECOMMENDATION: Move to approve Bill Lists as presented.

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

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

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	01/06/2020	315049	1 MILLION CUPS OF DES MOINES	1,000.00
Check	01/06/2020	315050	ABACI CONSULTING INC	2,697.75
Check	01/06/2020	315051	ABSOLUTE CONCRETE CONSTRUCTION INC	72,892.71
Check	01/06/2020	315052	ACME TOOLS-DES MOINES	213.98
Check	01/06/2020	315053	ADP SCREENING & SELECTION SVCS	667.93
Check	01/06/2020	315054	AHLERS & COONEY	280.00
Check	01/06/2020	315055	ALADTEC INC	4,921.00
Check	01/06/2020	315056	ALL AUTO GLASS	200.00
Check	01/06/2020	315057	ALLEGRA MARKETING SERVICES	1,756.15
Check	01/06/2020	315058	ALLENDER BUTZKE ENGINEERS INC	573.75
Check	01/06/2020	315059	ALLIANCE CONSTRUCTION GROUP LLC	371,304.02
Check	01/06/2020	315060	AMERICAN SECURITY LLC	3,435.93
Check	01/06/2020	315061	ASCHEMAN , PHILIP	1,895.00
Check	01/06/2020	315062	AT&T MOBILITY	6,498.05
Check	01/06/2020	315063	AUREON NETWORK SERVICES	5,467.38
Check	01/06/2020	315064	BASCOM TRUCK & AUTOMOTIVE	518.70
Check	01/06/2020	315065	BDS PLANNING & URBAN DESIGN INC	10,124.49
Check	01/06/2020	315066	BELLER DISTRIBUTING, LLC	163.50
Check	01/06/2020	315067	BELSON OUTDOORS LLC	11,536.50
Check	01/06/2020	315068	BENEFIT CORPORATION OF AMERICA (BCA)	10,750.00
Check	01/06/2020	315069	BENJAMIN DESIGN COLLABORATIVE	9,486.16
Check	01/06/2020	315070	BEST PORTABLE TOILETS	50.00
Check	01/06/2020	315071	BJ STORAGE	840.95
Check	01/06/2020	315072	BOLTON & MENK INC	50,367.00
Check	01/06/2020	315073	BOMGAARS SUPPLY INC	260.91
Check	01/06/2020	315074	BOOT BARN INC	885.89
Check	01/06/2020	315075	BOUND TREE MEDICAL LLC	831.89
Check	01/06/2020	315076	CALHOUN-BURNS & ASSOCIATES INC	2,653.00
Check	01/06/2020	315077	CAPITOL CITY CONSTRUCTION CO	19,970.00
Check	01/06/2020	315078	CAPPEL'S ACE HARDWARE	26.97
Check	01/06/2020	315079	CENTURYLINK	46,735.60
Check	01/06/2020	315080	CFI SALES INC	429.70

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	01/06/2020	315081	CHAYSE HOLDINGS LLC	254.50
Check	01/06/2020	315082	CHIAFOS, BRAD	52.00
Check	01/06/2020	315083	CHINOOK MEDICAL GEAR INC	1,245.64
Check	01/06/2020	315084	CITY OF URBANDALE	912.00
Check	01/06/2020	315085	CIVIL DESIGN ADVANTAGE LLC	12,951.84
Check	01/06/2020	315086	CLARK, JAYLA	180.00
Check	01/06/2020	315087	COMMERCIAL BAG & SUPPLY CO	16,020.00
Check	01/06/2020	315088	CONCRETE CONNECTION LLC	24,700.00
Check	01/06/2020	315089	CONCRETE PRF LLC	200.00
Check	01/06/2020	315090	CONCRETE TECHNOLOGIES INC	159,927.21
Check	01/06/2020	315091	CONSTRUCTION & AGGREGATE PRODUCTS INC	1,365.83
Check	01/06/2020	315092	CONTRACTOR SALES AND SERVICE	617.10
Check	01/06/2020	315093	CORELL CONTRACTOR INC	276.76
Check	01/06/2020	315094	COURAGE LEAGUE SPORTS	100.00
Check	01/06/2020	315095	CREATIVE FORMS & CONCEPTS INC	880.54
Check	01/06/2020	315096	CUSTOM AWARDS & EMBROIDERY INC	1,180.00
Check	01/06/2020	315097	DALLAS COUNTY RECORDER	213.00
Check	01/06/2020	315098	DALLAS COUNTY TREASURER	1,846.65
Check	01/06/2020	315099	DART	3,600.00
Check	01/06/2020	315100	DAVIS BROWN LAW FIRM	588.00
Check	01/06/2020	315101	DAVIS BROWN LAW FIRM	4,412.50
Check	01/06/2020	315102	DE LAGE LANDEN	2,795.00
Check	01/06/2020	315103	DEPT OF PUBLIC DEFENSE	375.00
Check	01/06/2020	315104	DES MOINES GOLF & COUNTRY CLUB	122.01
Check	01/06/2020	315105	DES MOINES IRON CO	202.68
Check	01/06/2020	315106	DES MOINES MUNICIPAL HOUSING AGENCY	2,714.00
Check	01/06/2020	315107	DIVERSIFIED INFRASTRUCTURE SERVICES INC	2,237.75
Check	01/06/2020	315108	DMACC	45.00
Check	01/06/2020	315109	DORSEY AND WHITNEY LLP	55,000.00
Check	01/06/2020	315110	DOWLING, CONNIE	387.00
Check	01/06/2020	315111	EARL MAY SEED AND NURSERY	494.55
Check	01/06/2020	315112	EDGE COMMERCIAL LLC	241,053.91
Check	01/06/2020	315113	ELECTRICAL ENGINEERING &	1,370.58

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	01/06/2020	315114	EQUIPMENT CO	90.00
Check	01/06/2020	315115	EMSLRC	46.40
Check	01/06/2020	315116	EXECUTIVE LASER WASH INC	30,013.10
Check	01/06/2020	315117	FARNSWORTH GROUP INC	127.85
Check	01/06/2020	315118	FASTENAL COMPANY	52.00
Check	01/06/2020	315119	FESSLER CARBONIC GAS CO INC	1,331.10
Check	01/06/2020	315120	FIRE PROTECTION PUBLICATIONS	1,371.37
Check	01/06/2020	315121	FLORIST DISTRIBUTING, INC.	42.00
Check	01/06/2020	315122	FOOD BANK OF IOWA	4,200.00
Check	01/06/2020	315123	GALLAGHER BENEFIT SERVICES INC	19,264.00
Check	01/06/2020	315124	GENERAL TRAFFIC CONTROLS INC	116.57
Check	01/06/2020	315125	GOLDEN VALLEY SUPPLY OF IA	146.87
Check	01/06/2020	315126	GRAINGER INC	257.90
Check	01/06/2020	315127	GRAYBAR ELECTRIC CO INC	844.60
Check	01/06/2020	315128	GRIMES ASPHALT & PAVING	6,483.00
Check	01/06/2020	315129	HAHN, JENNIFER	78.00
Check	01/06/2020	315130	HARADA, JOHN	78.00
Check	01/06/2020	315131	HARRIS, GARRETT	78.00
Check	01/06/2020	315132	HAWKEYE TRUCK EQUIPMENT	10,793.74
Check	01/06/2020	315133	HERITAGE BUILDING MAINTENANCE	700.00
Check	01/06/2020	315134	HUTCHINSON SALT COMPANY	50,548.60
Check	01/06/2020	315135	HY VEE INC	654.70
Check	01/06/2020	315136	IMEG CORP	14,563.09
Check	01/06/2020	315137	INCENTIVE SERVICES INC	145.09
Check	01/06/2020	315138	INGAMELLS COMMERCIAL FLOORING	1,259.00
Check	01/06/2020	315139	INTRADO ENTERPRISE	3.44
Check	01/06/2020	315140	COLLABORATION INC	
Check	01/06/2020	315141	INVISION ARCHITECTURE LTD	4,152.18
Check	01/06/2020	315142	IOWA CIVIL CONTRACTING INC	14,882.60
Check	01/06/2020	315143	IOWA FIRE MARSHALS ASSOCIATION	50.00
Check	01/06/2020	315144	IOWA ONE CALL	804.60
Check	01/06/2020	315145	IOWA PRISON INDUSTRIES	14,249.52
Check	01/06/2020	315146	IOWA SIGNAL INC	1,200.00
Check	01/06/2020	315147	IOWA SPORTS TURF MANAGEMENT INC	18,965.00
Check	01/06/2020	315148	IOWA WALL SAWING INC	4,340.00

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	01/06/2020	315147	Accounts Payable	ITERIS INC	965.00
Check	01/06/2020	315148	Accounts Payable	JACOBSEN AUTO BODY	5,999.88
Check	01/06/2020	315149	Accounts Payable	JCG LAND SERVICES INC	5,283.52
Check	01/06/2020	315150	Accounts Payable	JEFFREY L BRUCE & COMPANY LLC	616.00
Check	01/06/2020	315151	Accounts Payable	JOHNSON , CHARLES	366.00
Check	01/06/2020	315152	Accounts Payable	JOHNSON CONTROLS LP- IL	519.78
Check	01/06/2020	315153	Accounts Payable	JORDAN CREEK ANIMAL HOSPITAL	63.62
Check	01/06/2020	315154	Accounts Payable	JORDAN CREEK EXECUTIVE CAR WASH	48.00
Check	01/06/2020	315155	Accounts Payable	JPG COMPANY LLC	122,201.35
Check	01/06/2020	315156	Accounts Payable	KABEL BUSINESS SERVICES	1,964.40
Check	01/06/2020	315157	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	2,307.50
Check	01/06/2020	315158	Accounts Payable	KEYSTONE TRUCKING	1,647.68
Check	01/06/2020	315159	Accounts Payable	KIESLER POLICE SUPPLY INC	13,500.00
Check	01/06/2020	315160	Accounts Payable	KLIMOWSKI , JARED	40.00
Check	01/06/2020	315161	Accounts Payable	KOESTER CONSTRUCTION CO INC	1,642,001.83
Check	01/06/2020	315162	Accounts Payable	KRAMER WELL DRILLING LLC	171,054.63
Check	01/06/2020	315163	Accounts Payable	KRONOS INCORPORATED	880.00
Check	01/06/2020	315164	Accounts Payable	KUTAK ROCK LLP	360.00
Check	01/06/2020	315165	Accounts Payable	L&G PRODUCTS INC	664.32
Check	01/06/2020	315166	Accounts Payable	LANG CONSTRUCTION GROUP INC	123,605.00
Check	01/06/2020	315167	Accounts Payable	LANGUAGE LINE SERVICES	1,458.85
Check	01/06/2020	315168	Accounts Payable	LARRISON & ASSOCIATES ARCHITECTS PC	168,511.00
Check	01/06/2020	315169	Accounts Payable	LASER RESOURCES	6,336.67
Check	01/06/2020	315170	Accounts Payable	LEGACY FINANCIAL GROUP	320.00
Check	01/06/2020	315171	Accounts Payable	LIBERTY TIRE RECYCLING LLC	1,500.22
Check	01/06/2020	315172	Accounts Payable	LINDEMAN , DEAN	378.00
Check	01/06/2020	315173	Accounts Payable	LOGOED APPAREL & PROMOTIONS	862.63
Check	01/06/2020	315174	Accounts Payable	LOUNSBURY LANDSCAPING SAND & GRAVEL	113.54
Check	01/06/2020	315175	Accounts Payable	LOWE'S HOME CENTER INC	1,513.04
Check	01/06/2020	315176	Accounts Payable	LUKAS, NACE, GUTIERREZ & SACHS	1,435.00
Check	01/06/2020	315177	Accounts Payable	LUNNING COACHING & CONSULTING	150.00
Check	01/06/2020	315178	Accounts Payable	M&M COMMERCIAL CLEANING	1,257.80
Check	01/06/2020	315179	Accounts Payable	MARTIN , JOSEPH	78.00

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	01/06/2020	315180	Accounts Payable	MERCEDES-BENZ OF DES MOINES	10,579.96
Check	01/06/2020	315181	Accounts Payable	MERRITT COMPANY INC	1,907.00
Check	01/06/2020	315182	Accounts Payable	MESTON BROTHERS IRRIGATION LLC	2,500.00
Check	01/06/2020	315183	Accounts Payable	METRE LLC	875.00
Check	01/06/2020	315184	Accounts Payable	MID COUNTRY MACHINERY INC	7,650.00
Check	01/06/2020	315185	Accounts Payable	MIDAMERICAN ENERGY	20,109.14
Check	01/06/2020	315186	Accounts Payable	MIDAMERICAN ENERGY	5,384.13
Check	01/06/2020	315187	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	615.65
Check	01/06/2020	315188	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	159.28
Check	01/06/2020	315189	Accounts Payable	MIDWEST SAFETY COUNSELORS INC	180.00
Check	01/06/2020	315190	Accounts Payable	MOEN , JASON	78.00
Check	01/06/2020	315191	Accounts Payable	MTI DISTRIBUTING, INC.	448.70
Check	01/06/2020	315192	Accounts Payable	NATIONAL ALLIANCE ON MENTAL ILLNESS OF GREATER DSM	250.00
Check	01/06/2020	315193	Accounts Payable	NELLIES VENDING	239.25
Check	01/06/2020	315194	Accounts Payable	NESTINGEN INC	9,230.00
Check	01/06/2020	315195	Accounts Payable	NORTHERN ESCROW INC FBO SYNERGY CONTRACTING LLC	53,513.85
Check	01/06/2020	315196	Accounts Payable	NORTHERN TOOL & EQUIPMENT	235.39
Check	01/06/2020	315197	Accounts Payable	O'HALLORAN INTERNATIONAL INC	7,642.72
Check	01/06/2020	315198	Accounts Payable	OCCUPATIONAL SAFETY CONSULTANTS	420.00
Check	01/06/2020	315199	Accounts Payable	OFFICE DEPOT BUSINESS ACCOUNT	1,093.27
Check	01/06/2020	315200	Accounts Payable	OLSSON ASSOCIATES INC	16,016.83
Check	01/06/2020	315201	Accounts Payable	OPN ARCHITECTS	18,164.00
Check	01/06/2020	315202	Accounts Payable	OSIS INC	675.00
Check	01/06/2020	315203	Accounts Payable	OTANEZ , EVA DER ROCIO ORTIZ	202.50
Check	01/06/2020	315204	Accounts Payable	PALMER GROUP	4,779.80
Check	01/06/2020	315205	Accounts Payable	PATTON , CHRIS	208.00
Check	01/06/2020	315206	Accounts Payable	POLK COUNTY ELECTIONS OFFICE	12,357.85
Check	01/06/2020	315207	Accounts Payable	POLK COUNTY RECORDER	99.00
Check	01/06/2020	315208	Accounts Payable	POLK COUNTY TREASURER	150.00
Check	01/06/2020	315209	Accounts Payable	POLK COUNTY TREASURER	150.00
Check	01/06/2020	315210	Accounts Payable	POWERPLAN	15,493.76
Check	01/06/2020	315211	Accounts Payable	PRICE INDUSTRIAL ELECTRIC INC	214,101.50
Check	01/06/2020	315212	Accounts Payable	PRIORITY EXCAVATING, LLC	17,465.94

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	01/06/2020	315213	Accounts Payable	PROFESSIONAL DEVELOPERS OF IA	355.00
Check	01/06/2020	315214	Accounts Payable	RAHE, ALAN	156.00
Check	01/06/2020	315215	Accounts Payable	RANGEMASTERS TRAINING CENTER	4,350.24
Check	01/06/2020	315216	Accounts Payable	RDG PLANNING & DESIGN	170.00
Check	01/06/2020	315217	Accounts Payable	RELIANT FIRE APPARATUS INC	236.54
Check	01/06/2020	315218	Accounts Payable	RHYTHM ENGINEERING, LLC	2,530.00
Check	01/06/2020	315219	Accounts Payable	ROBERT HALF TECHNOLOGY	4,829.42
Check	01/06/2020	315220	Accounts Payable	ROSS CHEMICAL SYSTEMS INC	1,692.00
Check	01/06/2020	315221	Accounts Payable	ROUNDED MINDS INC	300.00
Check	01/06/2020	315222	Accounts Payable	ROY'S TOWING AND RECOVERY	239.40
Check	01/06/2020	315223	Accounts Payable	SHEELS ALL SPORTS INC	2,011.46
Check	01/06/2020	315224	Accounts Payable	SCHILDBERG CONSTRUCTION CO	78.00
Check	01/06/2020	315225	Accounts Payable	SCHULZE, STEVE	188.50
Check	01/06/2020	315226	Accounts Payable	SCOTT, JAMES	30.00
Check	01/06/2020	315227	Accounts Payable	SECRETARY OF STATE	6,651.20
Check	01/06/2020	315228	Accounts Payable	SEH INC	1,762.50
Check	01/06/2020	315229	Accounts Payable	SHIELD TECHNOLOGY CORPORATION	2,536.10
Check	01/06/2020	315230	Accounts Payable	SKOLD DOOR & FLOOR CO	38.00
Check	01/06/2020	315231	Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	2,825.00
Check	01/06/2020	315232	Accounts Payable	SNODEPOT	21.00
Check	01/06/2020	315233	Accounts Payable	SONS OF LIBERTY GUN WORKS	252.00
Check	01/06/2020	315234	Accounts Payable	SOUTHWEST POLK WATER SERVICE INC	500.00
Check	01/06/2020	315235	Accounts Payable	STAR VALLEY FLOWERS INC	402.65
Check	01/06/2020	315236	Accounts Payable	STERLING CODIFIERS LLC	2,191.96
Check	01/06/2020	315237	Accounts Payable	STEW HANSEN DODGE CITY JEEP	11,495.00
Check	01/06/2020	315238	Accounts Payable	STOEKER GROUP INC	167.42
Check	01/06/2020	315239	Accounts Payable	STUDIO MELEE	5,000.00
Check	01/06/2020	315240	Accounts Payable	SUBSURFACE SOLUTIONS	43,243.71
Check	01/06/2020	315241	Accounts Payable	SYNERGY CONTRACTING LLC	350.00
Check	01/06/2020	315242	Accounts Payable	THE CONCRETE COMPANY INC	15,323.83
Check	01/06/2020	315243	Accounts Payable	THE GRAVEDIGGER LLC	78.00
Check	01/06/2020	315244	Accounts Payable	THE UNDERGROUND COMPANY	78.00
Check	01/06/2020	315245	Accounts Payable	THOMAS, CHRISTOPHER	
Check	01/06/2020	315246	Accounts Payable	TORRES, FELIX	

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	01/06/2020	315247	TRIZETTO PROVIDER SOLUTIONS	242.48
Check	01/06/2020	315248	TRUCK EQUIPMENT INC	622.88
Check	01/06/2020	315249	TRUE VALUE & V&S VARIETY STORE	770.31
Check	01/06/2020	315250	TSCHUDIN , JODI	90.00
Check	01/06/2020	315251	UNION PACIFIC RAILROAD CO	4,347.58
Check	01/06/2020	315252	UNITED PARCEL SERVICE	318.24
Check	01/06/2020	315253	UNITED SEEDS INC	249.93
Check	01/06/2020	315254	UNITYPOINT HEALTH	924.00
Check	01/06/2020	315255	USA SOFTBALL OF IOWA	2,880.00
Check	01/06/2020	315256	VEENSTRA & KIMM INC	19,393.52
Check	01/06/2020	315257	VERIZON WIRELESS	3,145.43
Check	01/06/2020	315258	VISION SERVICE PLAN	2,560.99
Check	01/06/2020	315259	WATCHGUARD INC	170.00
Check	01/06/2020	315260	WEST DES MOINES CHAMBER OF COMMERCE	26.00
Check	01/06/2020	315261	WEST DES MOINES COMM SCHOOLS - FACILITIES	3,666.59
Check	01/06/2020	315262	WEX BANK	3,420.46
Check	01/06/2020	315263	WHKS & CO	12,497.50
Check	01/06/2020	315264	WIN WATCH LLC	238.07
Check	01/06/2020	315265	ZOSS , TREVER	78.00
Check	01/06/2020	315266	CHARLES I COLBY AND RUTH COLBY INVESTMENT TRUST	118,816.00
Check	01/06/2020	315267	CHARLES I COLBY AND RUTH COLBY INVESTMENT TRUST	16,510.00
Check	01/06/2020	315268	COMMERCIAL APPRAISERS OF IOWA INC	5,400.00
Check	01/06/2020	315269	KOETHE , LEMAR	7,284.00
Check	01/06/2020	315270	KOETHE , LEMAR	23,880.00
Check	01/06/2020	315271	KOETHE , LEMAR	4,700.00
Check	01/06/2020	315272	MADISON COUNTY TREASURER	171.00
Check	01/06/2020	315273	MADISON COUNTY TREASURER	10.00
Check	01/06/2020	315274	MADISON COUNTY TREASURER	324.00
Check	01/06/2020	315275	POLK COUNTY BAR ASSOCIATION	240.00
Check	01/06/2020	315276	RACCOON RIVER LAND CO LLC	2,565.00
Check	01/06/2020	315277	RACCOON RIVER LAND CO LLC	59,960.00

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	01/06/2020	315278	Accounts Payable	WARREN COUNTY TREASURER	178.00
Check	01/06/2020	315279	Accounts Payable	WARREN COUNTY TREASURER	500.00
Check	01/06/2020	315280	Accounts Payable	YMCA OF GREATER DES MOINES	8,730.00
Check	01/06/2020	315281	Accounts Payable	AMERICAN BUILDINGS COMPANY	263,900.70
Check	01/06/2020	315282	Accounts Payable	AMERICAN BUILDINGS COMPANY	355,188.22
Check	01/06/2020	315283	Accounts Payable	AMERICAN BUILDINGS COMPANY	263,900.70
Check	01/06/2020	315284	Accounts Payable	AMERICAN BUILDINGS COMPANY	323,729.24
Check	01/06/2020	315285	Accounts Payable	AMERICAN BUILDINGS COMPANY	87,492.44
Check	01/06/2020	315286	Accounts Payable	AMERICAN BUILDINGS COMPANY	8,285.90
Check	01/06/2020	315287	Accounts Payable	AMERICAN BUILDINGS COMPANY	69,349.70
Check	01/06/2020	315288	Accounts Payable	AMERICAN BUILDINGS COMPANY	87,492.44
Check	01/06/2020	315289	Accounts Payable	AMERICAN BUILDINGS COMPANY	210,941.08
Check	01/06/2020	315290	Accounts Payable	FIRE SERVICE TRAINING BUREAU	125.00
Check	01/06/2020	315291	Accounts Payable	IOWA CONCRETE PAVING ASSN	1,560.00
Check	01/06/2020	315292	Accounts Payable	MIDAMERICAN ENERGY	1,269.49
Check	01/06/2020	315293	Accounts Payable	MIDAMERICAN ENERGY	58,160.29
Check	01/06/2020	315294	Accounts Payable	MIDAMERICAN ENERGY	3,045.85
Check	01/06/2020	315295	Accounts Payable	MIDAMERICAN ENERGY	70.00
Check	01/06/2020	315296	Accounts Payable	MIDAMERICAN ENERGY	115.65
Check	01/06/2020	315297	Accounts Payable	MIDAMERICAN ENERGY	22.27
Check	01/06/2020	315298	Accounts Payable	MIDAMERICAN ENERGY	126.78
Check	01/06/2020	315299	Accounts Payable	MIDAMERICAN ENERGY	5,200.64
Check	01/06/2020	315300	Accounts Payable	MIDAMERICAN ENERGY	10.00
Check	01/06/2020	315301	Accounts Payable	MIDAMERICAN ENERGY - PROJECTS	20,582.62
Check	01/06/2020	315302	Accounts Payable	MIDAMERICAN- DM-WDM TL	33.00
Check	01/06/2020	315303	Accounts Payable	MIDAMERICAN- DM-WDM TL	43.00
Check	01/06/2020	315304	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	638.87
Check	01/06/2020	315305	Accounts Payable	SECRETARY OF STATE	30.00
EFT	01/06/2020	3994	Accounts Payable	ABC ELECTRICAL SERVICES LLC	16,605.56
EFT	01/06/2020	3995	Accounts Payable	AECOM TECHNICAL SERVICES INC	2,537.50
EFT	01/06/2020	3996	Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	5,202.73
EFT	01/06/2020	3997	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	1,763.57
EFT	01/06/2020	3998	Accounts Payable	BAUER BUILT	1,261.01
EFT	01/06/2020	3999	Accounts Payable	BRAVO GREATER DES MOINES	354,240.88
EFT	01/06/2020	4000	Accounts Payable	BREWICK , MARK	200.68

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	01/06/2020	4001 Accounts Payable	BROWNELLS INC	76.08
EFT	01/06/2020	4002 Accounts Payable	CENTERPOINT ENERGY SVCS RETAIL	5,134.86
EFT	01/06/2020	4003 Accounts Payable	CENTRAL IOWA FIGURE SKATING CLUB INC	255.00
EFT	01/06/2020	4004 Accounts Payable	CONLEY GROUP INC	8,575.00
EFT	01/06/2020	4005 Accounts Payable	DEBOER, VINCE	157.00
EFT	01/06/2020	4006 Accounts Payable	DES MOINES ASPHALT & PAVING	101,656.41
EFT	01/06/2020	4007 Accounts Payable	DILLARD, CARLOS	208.00
EFT	01/06/2020	4008 Accounts Payable	ELDER CORPORATION	29,950.86
EFT	01/06/2020	4009 Accounts Payable	EMC RISK SERVICES	2,615.52
EFT	01/06/2020	4010 Accounts Payable	EXCEL MECHANICAL INC	28,184.54
EFT	01/06/2020	4011 Accounts Payable	FBG SERVICE CORPORATION	5,788.00
EFT	01/06/2020	4012 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	55,883.34
EFT	01/06/2020	4013 Accounts Payable	GENESER, MARGARETTA	547.50
EFT	01/06/2020	4014 Accounts Payable	GREATER DES MOINES CONVENTION & VISITORS BUREAU	354,240.88
EFT	01/06/2020	4015 Accounts Payable	GREATER DES MOINES HABITAT FOR HUMANITY INC	9,693.55
EFT	01/06/2020	4016 Accounts Payable	HERNANDEZ, KATIE	190.00
EFT	01/06/2020	4017 Accounts Payable	HOME INC	70,982.57
EFT	01/06/2020	4018 Accounts Payable	HR GREEN CO	81,785.71
EFT	01/06/2020	4019 Accounts Payable	HYDRO KLEAN LLC	1,072.50
EFT	01/06/2020	4020 Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL	50.00
EFT	01/06/2020	4021 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	422.07
EFT	01/06/2020	4022 Accounts Payable	JANSEN, DANIEL	152.50
EFT	01/06/2020	4023 Accounts Payable	KECK ENERGY	30,256.51
EFT	01/06/2020	4024 Accounts Payable	KELTEK INC	2,494.73
EFT	01/06/2020	4025 Accounts Payable	KIRKHAM MICHAEL & ASSOC	22,350.78
EFT	01/06/2020	4026 Accounts Payable	KRONOS SAASHR INC	7,420.24
EFT	01/06/2020	4027 Accounts Payable	LYNCH, CHRIS	156.00
EFT	01/06/2020	4028 Accounts Payable	MCANIINCH CORPORATION	1,438,374.24
EFT	01/06/2020	4029 Accounts Payable	MCCLURE ENGINEERING COMPANY	21,272.50
EFT	01/06/2020	4030 Accounts Payable	MCCUBBIN, COURTNEY	156.00
EFT	01/06/2020	4031 Accounts Payable	MIDWEST WHEEL	3,174.50

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	01/06/2020	4032	MILES CAPITAL	6,058.27
EFT	01/06/2020	4033	MIRACLE RECREATION EQUIPMENT COMPANY INC	3,052.90
EFT	01/06/2020	4034	MSTS- RED WING BUSINESS ADVANTAGE-WDM	401.99
EFT	01/06/2020	4035	NAPA	76.47
EFT	01/06/2020	4036	OHNEMUS , JENNIFER	888.25
EFT	01/06/2020	4037	ONECK IT SOLUTIONS LLC	200.10
EFT	01/06/2020	4038	PARKER , SATONIUS	234.00
EFT	01/06/2020	4039	RELIABLE MAINTENANCE	13,967.50
EFT	01/06/2020	4040	REMOTE ADMIN INC	6,500.00
EFT	01/06/2020	4041	SELLNER , BRIAN	913.58
EFT	01/06/2020	4042	SHIVE-HATTERY INC	76,720.90
EFT	01/06/2020	4043	STAIERT , MICHAEL	157.00
EFT	01/06/2020	4044	SWEETALLA , SCOTT	10.44
EFT	01/06/2020	4045	SWINTON , ASHLEE	1,717.50
EFT	01/06/2020	4046	TRAGESSE , KARA	74.89
EFT	01/06/2020	4047	TRITECH FORENSICS INC	369.00
EFT	01/06/2020	4048	WAYTEK INC	1,528.21
EFT	01/06/2020	4049	WEST DES MOINES WATER WORKS	4.63
EFT	01/06/2020	4050	YEAGER , LEMAR	2,899.00
EFT	01/06/2020	4051	SCIESZINSKI , RICHARD	118.44
EFT	01/06/2020	4052	PAUBA DODGE , JANE	154.52
EFT	01/06/2020	4053	RIVAS , WHITNEY	8.58
WB VENDOR DISB WB Vendor Disbursement Totals:				\$9,040,047.59

Checks: 257 \$6,258,902.10
EFTs: 60 \$2,781,145.49

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

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay					
EFT	01/06/2020	4678	Accounts Payable	ALIGHT SOLUTIONS LLC	12,120.00
EFT	01/06/2020	4679	Accounts Payable	ALLIED 100 LLC	398.00
EFT	01/06/2020	4680	Accounts Payable	ARAMARK UNIFORM SERVICES	4,204.58
EFT	01/06/2020	4681	Accounts Payable	ARROW STAGE LINES	593.00
EFT	01/06/2020	4682	Accounts Payable	ATC GROUP SERVICES LLC	1,380.00
EFT	01/06/2020	4683	Accounts Payable	BLACKBURN MANUFACTURING CO	286.98
EFT	01/06/2020	4684	Accounts Payable	BUSINESS PUBLICATIONS CORP	74.95
EFT	01/06/2020	4685	Accounts Payable	CALL ONE INC	745.00
EFT	01/06/2020	4686	Accounts Payable	CAPITAL CITY EQUIPMENT	792.24
EFT	01/06/2020	4687	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	3,328.40
EFT	01/06/2020	4688	Accounts Payable	CLIVE POWER EQUIPMENT	177.10
EFT	01/06/2020	4689	Accounts Payable	COMPETITIVE EDGE	377.10
EFT	01/06/2020	4690	Accounts Payable	CONVERGINT TECHNOLOGIES LLC	645.00
EFT	01/06/2020	4691	Accounts Payable	CORE AND MAIN LP	315.99
EFT	01/06/2020	4692	Accounts Payable	CORN STATES METAL FABRICATORS INC	230.00
EFT	01/06/2020	4693	Accounts Payable	DES MOINES REGISTER MEDIA	3,784.29
EFT	01/06/2020	4694	Accounts Payable	DES MOINES REGISTER MEDIA	117.13
EFT	01/06/2020	4695	Accounts Payable	DES MOINES STAMP MFG CO	32.40
EFT	01/06/2020	4696	Accounts Payable	ELECTRIC PUMP INC	244.70
EFT	01/06/2020	4697	Accounts Payable	ELECTRONIC ENGINEERING	1,598.00
EFT	01/06/2020	4698	Accounts Payable	EMERGENCY APPARATUS MAINT	7,291.95
EFT	01/06/2020	4699	Accounts Payable	EMPLOYEE & FAMILY RESOURCES	2,154.60
EFT	01/06/2020	4700	Accounts Payable	FELD FIRE	450.00
EFT	01/06/2020	4701	Accounts Payable	FERGUSON ENTERPRISES INC 226	529.68
EFT	01/06/2020	4702	Accounts Payable	GALLS LLC	4,770.53
EFT	01/06/2020	4703	Accounts Payable	HOTSY CLEANING SYSTEMS INC	401.05
EFT	01/06/2020	4704	Accounts Payable	IMAGETEK INC	7,711.25
EFT	01/06/2020	4705	Accounts Payable	INLAND TRUCK PARTS CO	2,641.45
EFT	01/06/2020	4706	Accounts Payable	INTERFLEET INC	2,401.00
EFT	01/06/2020	4707	Accounts Payable	INTERSTATE POWER SYSTEMS	1,345.04
EFT	01/06/2020	4708	Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	01/06/2020	4709	Accounts Payable	IRON MOUNTAIN	60.00
EFT	01/06/2020	4710	Accounts Payable	JOHNSON CONTROLS INC- TX	13,580.00

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

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	01/06/2020	4711	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	169.95
EFT	01/06/2020	4712	Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	4,833.40
EFT	01/06/2020	4713	Accounts Payable	MATERIAL HANDLING INNOVATIONS	375.00
EFT	01/06/2020	4714	Accounts Payable	MEDIACOM	11.58
EFT	01/06/2020	4715	Accounts Payable	MENARDS	1,914.62
EFT	01/06/2020	4716	Accounts Payable	METRO WASTE AUTHORITY	131,193.69
EFT	01/06/2020	4717	Accounts Payable	NINTH BRAIN SUITE LLC	543.00
EFT	01/06/2020	4718	Accounts Payable	NORTHLAND PRODUCTS	376.35
EFT	01/06/2020	4719	Accounts Payable	O'KEEFE ELEVATOR COMPANY INC	202.00
EFT	01/06/2020	4720	Accounts Payable	O'REILLY AUTOMOTIVE INC	253.22
EFT	01/06/2020	4721	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	1,982.75
EFT	01/06/2020	4722	Accounts Payable	PEAK SOFTWARE SYSTEMS	125.00
EFT	01/06/2020	4723	Accounts Payable	PPG ARCHITECTURAL FINISHES	36.00
EFT	01/06/2020	4724	Accounts Payable	PRAXAIR	2,885.42
EFT	01/06/2020	4725	Accounts Payable	PREFERRED PEST CONTROL	1,162.00
EFT	01/06/2020	4726	Accounts Payable	PRIORITY DISPATCH	508.00
EFT	01/06/2020	4727	Accounts Payable	RAINBOW TREECARE	19,200.00
EFT	01/06/2020	4728	Accounts Payable	RELIABLE PROPERTY SERVICES	10,989.45
EFT	01/06/2020	4729	Accounts Payable	SHERWIN WILLIAMS	160.44
EFT	01/06/2020	4730	Accounts Payable	SHUCK-BRITSON INC	2,820.12
EFT	01/06/2020	4731	Accounts Payable	SNYDER & ASSOCIATES	30,646.64
EFT	01/06/2020	4732	Accounts Payable	SPECIALTY GRAPHICS INC	532.00
EFT	01/06/2020	4733	Accounts Payable	SPINDUSTRY SYSTEMS INC	2,756.50
EFT	01/06/2020	4734	Accounts Payable	SPRAYER SPECIALTIES INC	828.57
EFT	01/06/2020	4735	Accounts Payable	STAR EQUIPMENT LTD	39.96
EFT	01/06/2020	4736	Accounts Payable	STIVERS FORD (CONTROL PAY)	9,093.62
EFT	01/06/2020	4737	Accounts Payable	STRAUSS SAFE AND LOCK CO	100.11
EFT	01/06/2020	4738	Accounts Payable	STREICHERS	3,141.50
EFT	01/06/2020	4739	Accounts Payable	TEAM SERVICES	17,851.57
EFT	01/06/2020	4740	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	304.74
EFT	01/06/2020	4741	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	473.38
EFT	01/06/2020	4742	Accounts Payable	TOMPKINS INDUSTRIES INC	708.31
EFT	01/06/2020	4743	Accounts Payable	UPHDM OCCUPATIONAL MEDICINE	4,862.00
EFT	01/06/2020	4744	Accounts Payable	VAISALA INC	2,970.00
EFT	01/06/2020	4745	Accounts Payable	WASTE MANAGEMENT OF IOWA	72.38

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

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	01/06/2020	4746 Accounts Payable	ZOLL DATA- CO	5,807.61
EFT	01/06/2020	4747 Accounts Payable	ZOLL MEDICAL- NY	3,404.00
WB CONTROLPAY WB ControlPay Totals:				
EFTs:				
				\$338,689.36
				<u>\$338,689.36</u>

Payment Register

From Payment Date: 12/03/2019 - To Payment Date: 01/20/2020

Number	Date	Payee Name	Transaction Amount
39	01/01/2020	WEST BANK	\$11,416.71
109	12/03/2019	AUTHORIZE.NET	\$40.80
110	12/05/2019	WORLDPAY (FORMERLY VANTIV)	\$1,139.74
111	12/10/2019	MERCHANT SERVICES (TRANSFIRST)	\$60.51
181	12/06/2019	KABEL BUSINESS SERVICES	\$4,852.34
182	12/13/2019	KABEL BUSINESS SERVICES	\$8,509.11
3969	12/23/2019	IOWA DEPARTMENT OF REVENUE & FINANCE	\$726.00
3972	12/09/2019	DELTA DENTAL OF IOWA	\$5,039.61
3976	12/10/2019	WELLMARK BLUE CROSS	\$100,330.92
3977	12/17/2019	WELLMARK BLUE CROSS	\$130,632.75
3982	12/26/2019	WEST BANK	\$368.34
3993	12/26/2019	WEST BANK	\$220.62
12054	12/16/2019	WESTWOOD RESIDENTIAL COOPERATIVE	\$250.00
12055	12/16/2019	HILLTOP 1	\$860.00
12056	12/16/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$725.00
12057	12/16/2019	BENNETT GRAND WOODS APARTMENTS	\$145.56
12058	12/16/2019	CONLIN PROPERTIES INC	\$300.00
12059	12/16/2019	WEST DES MOINES WATER WORKS	\$196.97
12060	12/16/2019	FORGET PROPERTIES 3 LLC	\$250.00
12061	12/16/2019	REGENCY WOODS APARTMENTS LLC	\$239.26
12062	12/16/2019	WHISPER RIDGE APARTMENTS	\$249.00
12063	12/16/2019	WHISPER RIDGE APARTMENTS	\$250.00
12064	12/16/2019	MAPLE GROVE VILLAS	\$250.00
12065	12/16/2019	DES MOINES WATER WORKS	\$250.00
12066	12/16/2019	WEST DES MOINES WATER WORKS	\$81.11
12067	12/16/2019	WESTBROOKE APARTMENTS	\$250.00
12068	12/16/2019	CHAPEL RIDGE WEST LP	\$249.00
12069	12/31/2019	JORDAN CREEK APARTMENTS	\$250.00
12070	12/31/2019	CHAPEL RIDGE WEST LP	\$15.00
12071	12/31/2019	CHAPEL RIDGE WEST LP	\$300.00
12072	12/31/2019	CHAPEL RIDGE WEST LP	\$486.57
12073	12/31/2019	CHAPEL RIDGE WEST LP	\$695.00
12074	12/31/2019	WEST DES MOINES WATER WORKS	\$80.60

Payment Register

From Payment Date: 12/03/2019 - To Payment Date: 01/20/2020

12076	12/31/2019	PBH BOULDER RIDGE LLC	\$250.00
12078	12/31/2019	FAIRMEADOWS PFC	\$250.00
12079	12/31/2019	CHAPEL RIDGE WEST LP	\$695.00
12080	12/31/2019	KENWOOD APARTMENTS LLC	\$453.00
12081	12/31/2019	SILHOUETTE RESIDENTIAL HOUSING COOP	\$453.00
12082	12/31/2019	HILLTOP 1	\$860.00
12083	12/31/2019	BENNETT GRAND WOODS APARTMENTS	\$72.49
12084	12/31/2019	WEST DES MOINES WATER WORKS	\$150.00
12085	12/31/2019	ACKERMAN, THOMAS	\$250.00
12087	12/31/2019	MAPLE GROVE VILLAS	\$117.28
12088	12/31/2019	CARRIAGE PARK LLC	\$250.00
12089	12/31/2019	SUN PRAIRIE APARTMENTS	\$250.00
			<hr/>
			\$273,761.29

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

ITEM: Approval of Liquor Licenses

DATE: January 6, 2020

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. 26550, LLC d/b/a 50th Street Tap, 265 50th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - New
2. Hy-Vee, Inc. d/b/a Hy-Vee West Des Moines Health Market, 375 South Jordan Creek Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
3. Waterfront Seafood Market, Inc. d/b/a Waterfront Seafood Market, 2900 University Avenue - Class LC Liquor License with Sunday Sales and Catering Privileges - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

DATE: January 6, 2020

ITEM: Motion – Approval of Order for violation of alcohol laws

FINANCIAL IMPACT: \$1,500.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality is entitled to assess a \$500.00 fine for a first violation against alcohol permittees who have been found in violation of providing alcoholic beverages to persons under 21 years of age at their respective places of business. Failure to pay the civil penalty as ordered shall result in automatic suspension of the license or permit for a period of 14 days.

On or about the date referenced on attached Exhibit “A”, employees of the eight permittees, also referenced on Exhibit “A”, were cited for providing alcoholic beverages to a person under 21 years of age. The City of West Des Moines Legal Department sent notices of the violations to the permittees. Since that time, said permittees acknowledged the order and returned payment of the fine for its alcohol violation or asserted an affirmative defense.

In five cases, the employee cited for providing alcohol to a minor was either TIPs or IPACT trained, allowing the permittee to invoke an affirmative defense resulting with the civil penalty being waived (once every four (4) years).

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council approve the Order and accept payment of the fines regarding the alcohol violations of the permittees as referenced on the attached Exhibit “A”.

Lead Staff Member: Richard J. Scieszinski, City Attorney *IDS*

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	<i>[Signature]</i>
Legal	<i>[Signature]</i>
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

EXHIBIT "A"

<u>Licensee</u>	<u>D/B/A</u>	<u>Date of Violation</u>	<u>#Violation</u>
Hy-Vee, Inc.	Wahlburgers	10/11/2019	Civil Penalty Waived due to IPACT training
Foundry Distilling Company, LLC	Foundry Distilling Company (Distilled Spirits - on-premise consumption)	10/11/2019	Civil Penalty Waived due to IPACT training
Sakura Sushi Inc.	Sakura Sushi Inc.	10/25/2019	1st (minors) – paid \$500 civil penalty
Hy-Vee, Inc.	Hy-Vee #4	10/25/2019	Civil Penalty Waived due to IPACT training
Hy-Vee, Inc.	Hy-Vee Gas #4	10/25/2019	Civil Penalty Waived due to IPACT training
GMRI Inc	Olive Garden	10/25/2019	Civil Penalty Waived due to IPACT training
T-Bowl Investments Inc.	Val Lanes Recreation	10/25/2019	1st (minors) – paid \$500 civil penalty
Ingersoll Liquor & Beverage Co.	Ingersoll Wine Merchants	10/25/2019	1st (minors) – paid \$500 civil penalty

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Appointment of City Clerk

DATE: January 6, 2020

FINANCIAL IMPACT: None

BACKGROUND: West Des Moines City Code requires the City Council appointment of a City Clerk when a new Council is seated after the biannual Municipal Election. We are requesting reappointment of Ryan T. Jacobson as City Clerk for the 2020-2021 Council term.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Motion to appoint Ryan T. Jacobson as City Clerk for the 2020-2021 Council term.

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	

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

DATE: January 6, 2020

ITEM: Motion – Approval of Grant Agreement – The Principal Financial Group Foundation, Inc. – MidAmerican Energy Company RecPlex

FINANCIAL IMPACT: Grant revenue of \$250,000.

BACKGROUND: The City has received a Major Gifts grant from The Principal Financial Group Foundation, Inc. for the MidAmerican Energy Company RecPlex project. In exchange for the grant, the City agrees to naming rights of the adaptive sports area located within the RecPlex. The area will be named "Principal Foundation Adaptive Sports Zone" until December 31, 2029.





Council approval of the attached grant contract is a requirement of the grant. The agreement has been reviewed and approved by the Legal Department.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve The Principal Financial Group Foundation, Inc. grant agreement.

Lead Staff Member: Sally Ortgies, Director of Parks & Recreation 

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

The Principal Financial Group Foundation, Inc.
711 High Street, Des Moines, IA 50392-0001
D 515.247.5111 / T 800.986.3343
www.principal.com



December 19, 2019

Sally Ortgies
City of West Des Moines
PO BOX 65320
West Des Moines, IA 50265

Dear Sally,

Congratulations to the MidAmerican Energy Company RecPlex project for being awarded a Major Gifts grant in the amount of \$250,000. We are pleased to support your work.

To formally accept this award, please review and acknowledge, via an authorized signatory, the terms and conditions of this grant. A copy of the executed agreement will be provided to you. Please note that funds will be paid to the Community Foundation of Greater Des Moines (EIN 42-6139033), and they will be restricted for use of this project.

Terms

Grantee: Community Foundation of Greater Des Moines/City of West Des Moines
Purpose of Grant: MidAmerican Energy Company RecPlex's adaptive sports area
Total Award Amount: \$250,000 one-time payment in December 2019
Grant Period: Funds to be expended, and grant evaluation due, by December 31, 2020
Recognition: The Principal Foundation retains naming rights of the adaptive sports area until December 31, 2029: "Principal Foundation Adaptive Sports Zone". It also retains the naming first right of refusal after the recognition period expires.

- I. Grantee affirms all information in the awarded application is correct.
- II. Send a receipt of contribution to Jasmine McAlavey: mcaleavey.jasmine.m@principal.com.
- III. Grantee agrees to expend funds only in the manner described in the awarded application.
- IV. Grantee will complete an electronic Major Gifts report (link by provided by the Principal Foundation) by December 31, 2020.
- V. Grantee will use Principal Foundation logos with only express permission. Promotional material related to the award will be approved by Principal before distribution.
- VI. Grantee will refer to the adaptive sports area using its full name for the duration of the naming rights, any time the space is publicly referenced.
- VII. The Principal Foundation retains the right to have the full balance of the original grant award repaid if any terms of this contract are violated

**The Principal Financial Group Foundation, Inc.
Authorized Signatory**

Grantee Authorized Signatory

Print Name & Title

Print Name & Title

Signature, Date

Signature, Date

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: January 6, 2020

ITEM: Motion – Approval of Professional Services Agreement – American Legion Park, Skate Facility Design Services

FINANCIAL IMPACT: Expense of \$19,500.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 19-20 CIP from the American Legion Park Skate Facility Replacement (Project No. 0525 022.0510 030 2019).

BACKGROUND: A Half Pipe skate ramp was located at Legion Park for several years. However, due to deteriorating conditions on the wood ramp structure and potential safety concerns, this facility was removed by Public Services in 2018. City staff then placed a sign in the park requesting feedback for a potential new skate facility, and the number of responses has been significant. Funding for a new skate facility was requested and budgeted in FY 19-20.

The Council is asked to approve an agreement with Spohn Ranch Skateparks to provide design services for this facility. Spohn Ranch is located in Los Angeles, CA. However, the owner is from Iowa and has designed and constructed several skate facilities in the area. Their services will include the review of existing site conditions, public input process, design development, and preparation of construction documents for public bidding. Spohn Ranch also provides construction and installation services, but this contract is for design only. A separate agreement for engineering services will provide topographic survey and storm water management calculations/plans required for the site. The agreement with Spohn Ranch is attached along with their proposal, scope of services, schedule and fees. The consultant was selected for this project due to their past experience on other skate facilities in Iowa and specialized experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with Spohn Ranch Skateparks.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

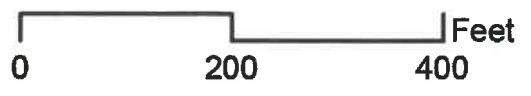


VICINITY MAP



LEGEND

 Project Location



	PROJECT: PSA - AMERICAN LEGION PARK SKATE FACILITY DESIGN			
	LOCATION: 301 VINE STREET			
DRAWN BY: MAA	DATE: 1/2/2020	PROJECT NO.: 0510 030 2019	SHT. 1 of 1	

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 6th day of January, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Spohn Ranch, Inc., (Fed. I.D. # 95-4670208), a professional corporation incorporated and licensed under the laws of the State of California, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the **American Legion Park Skate Facility (Project No. 0510 030 2019)** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 1. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. services provided herein, the City agrees to pay the Consultant the following FIXED-FEE sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 1.

I. Basic Services of the Consultant	\$19,500
-------------------------------------	----------

TOTAL \$19,500

B. The Consultant shall invoice the City monthly for services, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be

provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Spohn Ranch, Inc
Attn: Kirsten Dermer
Address: 6824 S Centinela Ave
City, State: Los Angeles, CA 90230

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the Consultant. The City has unlimited license to use and reproduce such documents for this Project. A reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City

reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES



BY: _____
Kirsten Dermer, CEO

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1



PROPOSAL FOR SKATEPARK DESIGN SERVICES
AMERICAN LEGION PARK SKATEPARK
CITY OF WEST DES MOINES | PARKS & RECREATION

DECEMBER 23, 2019

DESIGN. BUILD. COME TOGETHER.

SPOHN RANCH INC. | P 626-330-5803 | F 626-330-5503 | W SPOHNRANCH.COM
E INFO@SPOHNRANCH.COM | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230



EXHIBIT A - PROJECT SCOPE

PROJECT BACKGROUND

The City of West Des Moines (Client) seeks professional design services for the development of an approximately 5,000 - 6,000 square foot concrete skatepark at American Legion Park in West Des Moines, Iowa.

PHASE 1 – DESIGN DEVELOPMENT

Task 1.1 Project Kick-Off Meeting – Spohn Ranch and the Client will kick-off the project via an in-person meeting. We will review the project goals, schedule and points of coordination.

- Task 1.1 Deliverable
 - Meeting Minutes (PDF)

Task 1.2 Site Walkthrough – Spohn Ranch and the Client will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

- Task 1.2 Deliverable:
 - Walkthrough Minutes (PDF)

Task 1.3 Information Gathering & Review – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD format)
- Geotechnical report
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

Task 1.4 75% Design Development – Incorporating feedback from the Project Kick-Off Meeting and Site Walkthrough, Spohn Ranch will prepare two alternate conceptual designs. Conceptual designs will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

- Task 1.4 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plans (PDF)
 - Construction Cost Estimates (PDF)
 - 2D Base Files (AutoCAD)



Task 1.5 Public Input Meeting – Spohn Ranch will lead a public meeting (at a location arranged by the Client) to present the alternate conceptual designs and solicit feedback.

- Task 1.5 Deliverable
 - Meeting Minutes (PDF)

Task 1.6 100% Design Development – Incorporating feedback from the Public Input Meeting, Spohn Ranch will refine the preferred conceptual design to a 100% Design Development level.

- Task 1.6 Deliverable
 - 3D Renderings (JPEG)
 - Labeled & Scaled 2D Site Plan (PDF)
 - Construction Cost Estimate (PDF)
 - 2D Base File (AutoCAD)

PHASE 2 – CONSTRUCTION DOCUMENTS

Task 2.1 Construction Documents Kick-Off Meeting – Spohn Ranch will lead a virtual meeting with the Client to review 100% Design Development, special requirements and points of coordination.

- Task 2.1 Deliverable:
 - Meeting Minutes (PDF)

Task 2.2 90% Construction Documents – Spohn Ranch will prepare professional construction documents detailing the site improvements.

- Task 2.2 Deliverable: 90% Construction Documents (PDF & AutoCAD)
 - 3D Perspective
 - Site Plan
 - Demolition Plan
 - Layout Plan
 - Jointing Plan
 - Steel Plan
 - Color Plan
 - Grading & Drainage Plan
 - Sections
 - Details
 - Specifications



DESIGN. BUILD. COME TOGETHER.

Task 2.3 90% Construction Documents Review Meeting – The Client will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.3 Deliverable:
 - Meeting Minutes (PDF)

Task 2.4 100% Construction Documents – Spohn Ranch will incorporate feedback from 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal sealed by a IA-licensed professional engineer.

- Task 2.4 Deliverable:
 - 100% Construction Documents (PDF & AutoCAD)



DESIGN. BUILD. COME TOGETHER.

EXHIBIT B - PROJECT FEES

Fees for services described in Exhibit A shall be incurred and paid pursuant to the following schedule:

PHASE 1 – DESIGN DEVELOPMENT:

TASK:	FEE:
PUBLIC INPUT MEETING	\$2,000.00
DRAFTING, 3D MODELING & RENDERING	\$6,000.00
COST ESTIMATING	\$500.00
MISCELLANEOUS PROJECT MANAGEMENT & COORDINATION	\$2,000.00
TOTAL FEES:	\$10,500.00

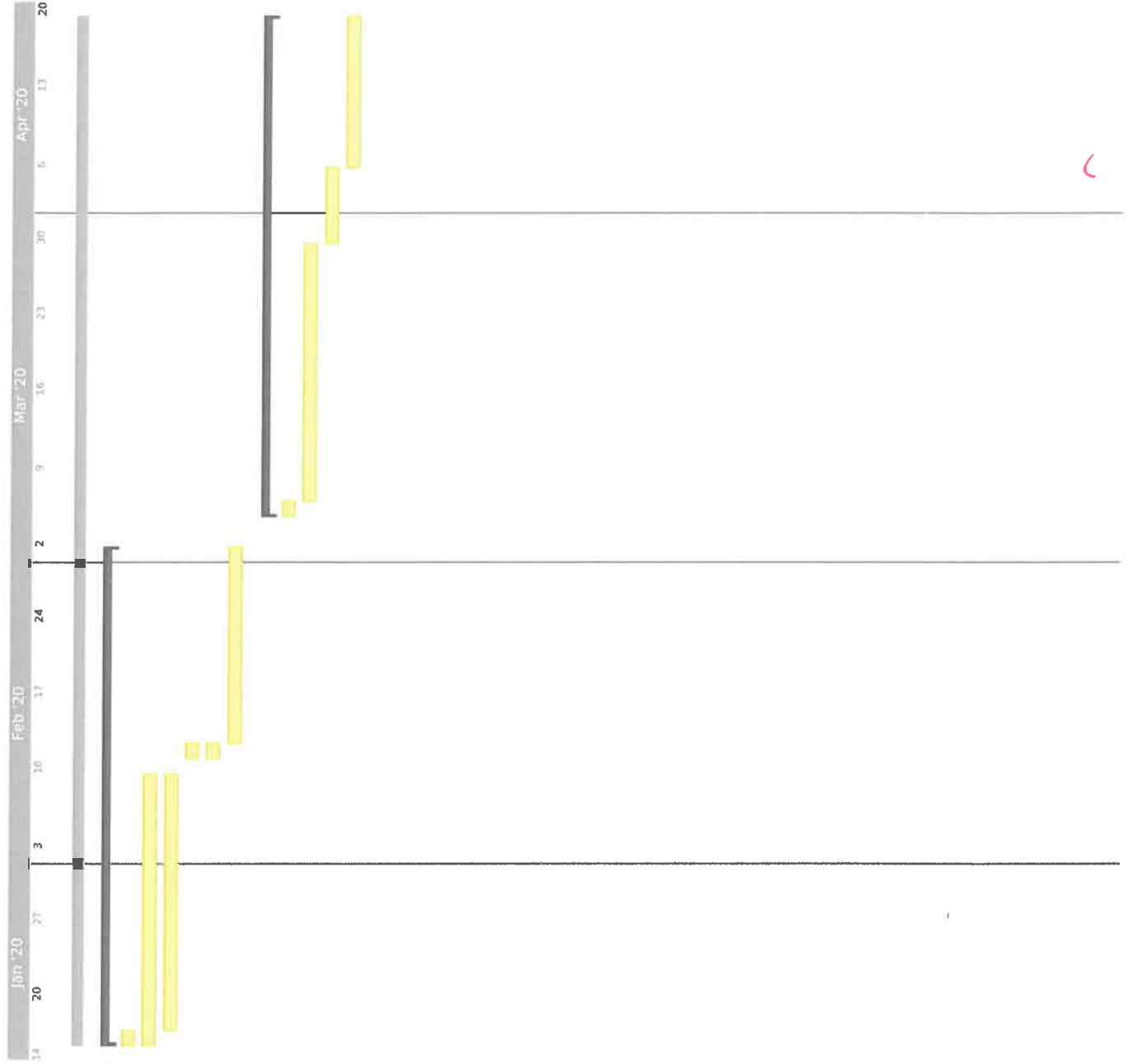
PHASE 2 – CONSTRUCTION DOCUMENTS:

TASK:	FEE:
DRAFTING	\$5,000.00
TECHNICAL SPECIFICATIONS	\$500.00
STRUCTURAL ENGINEERING	\$2,000.00
MISCELLANEOUS PROJECT MANAGEMENT & COORDINATION	\$1,500.00
TOTAL FEES:	\$9,000.00

- Reimbursable expenses (travel, printing, etc.) are included in the above fees
- Fees do not include any work not expressly described in Exhibit A



SCHEDULE



American Legion Skatepark

	start	end
Phase 1 - Design Development	01/15/20	02/28/20
1.1 Project Kick-Off Meeting (Virtual)	01/15	01/15
1.2 Information Gathering + Review	01/15	02/07
1.3 75% Design Development	01/16	02/07
1.4 Site Walkthrough	02/11	02/11
1.5 Public Input Meeting	02/11	02/11
1.6 100% Design Development	02/12	02/28
Phase 2 - Construction Documents	03/04/20	04/17/20
2.1 CD Kick-Off Meeting	03/04	03/04
2.2 90% CD	03/05	03/27
2.3 90% CD Review	03/30	04/03
2.4 100% CD	04/06	04/17

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

DATE: January 6, 2020

ITEM: Motion – Approval of Professional Services Agreement – American Legion Park, Site Engineering

FINANCIAL IMPACT: Expense not-to-exceed \$12,730.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 19-20 CIP from the American Legion Park Skate Facility Replacement (Project No. 0525 022.0510 030 2019).

BACKGROUND: A Half Pipe skate ramp was located at Legion Park for several years. However, due to deteriorating conditions on the wood ramp structure and potential safety concerns, this facility was removed by Public Services in 2018. City staff then placed a sign in the park requesting feedback for a potential new skate facility, and the number of responses has been significant. Funding for a new skate facility was requested and budgeted in FY 19-20.

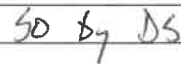



The Council is asked to approve an agreement with WHKS & Co. to provide engineering services to support the design and construction of a skatepark in Legion Park. These services will include topographic survey and preparation of a storm water management plan. An agreement for the design of the actual skate ramp is being provided as a separate action. WHKS is located in West Des Moines and has a field survey crew capable of performing this field work. The agreement with WHKS & Co is attached along with their proposal, scope of services, schedule and fees. The consultant was selected for this project due to their past experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with WHKS & Co.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

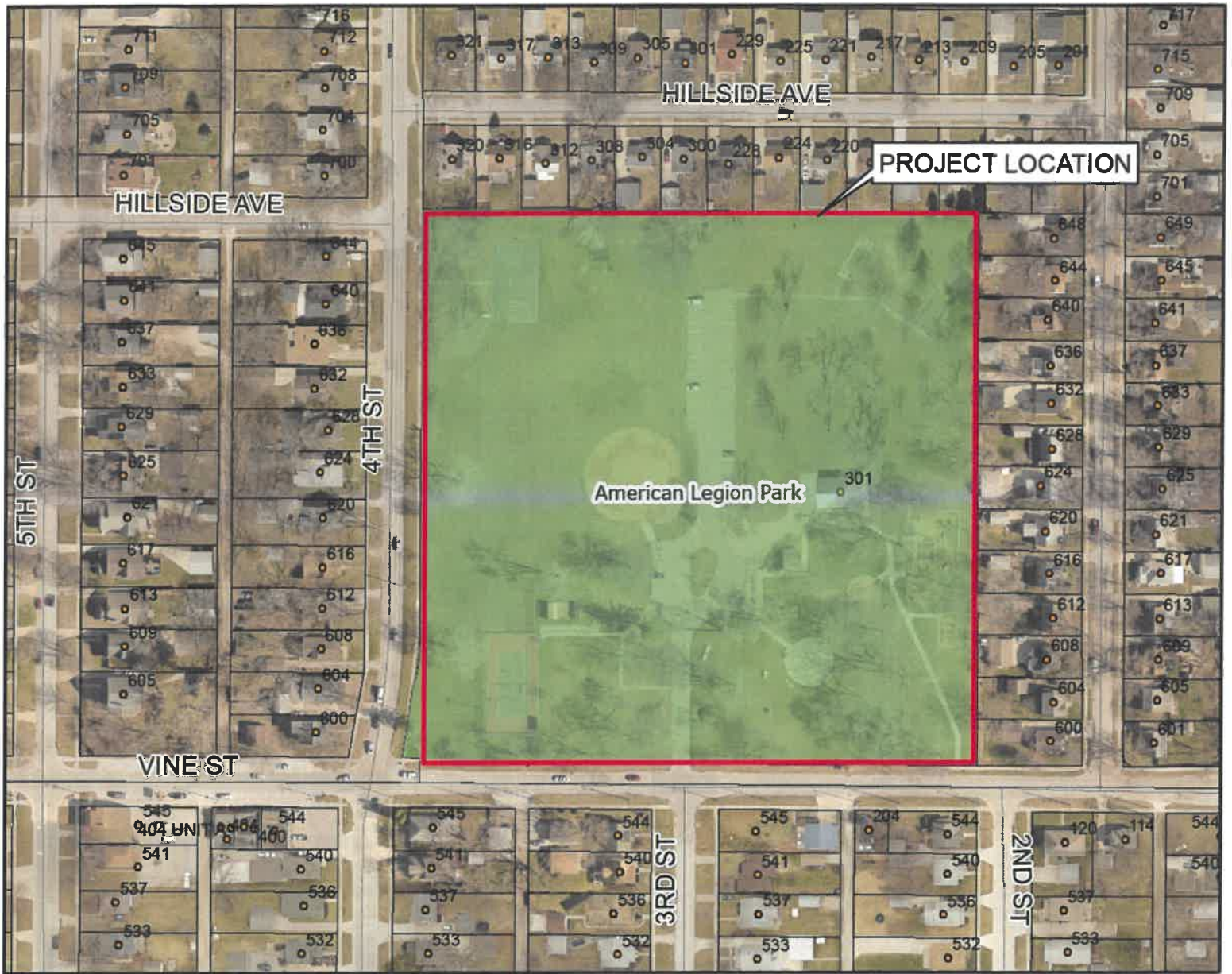
Department Director	Sally Ortgies, Director of Parks & Recreation	
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Richard Scieszinski, City Attorney	
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

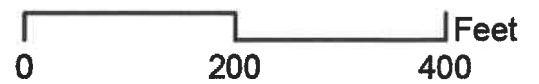


VICINITY MAP



LEGEND

Project Location



	PROJECT: PSA - AMERICAN LEGION PARK SITE ENGINEERING			
	LOCATION: 301 VINE STREET			
	DRAWN BY: MAA	DATE: 1/2/2020	PROJECT NO.: 0510 030 2019	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 6th day of January, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and WHKS & Co., (Fed. I.D. #42-0943938), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the American Legion Park Site Engineering (Project No. 0510-030-2019) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant \$12,730

Removal of accumulated snowfall to acquire topographical survey will be performed at \$95 per hour.

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: WHKS & Co.
Attn: Casey V. Faber, P.E.
Address: 3737 Woodland Ave., Suite 111
City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation

to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain

workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

WHKS & Co.

BY: 
Derek Thomas, P.E., Principal

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

A. Project Description

The Project consists of topographic survey and Storm Water Management Plan in support of a project to construct a skatepark at American Legion Park, 301 Vine Street in the City of West Des Moines. A Minor Modification Level 2 Development Application is required for the proposed improvements. The proposed skatepark will increase impervious area by 5,000 to 6,000 square feet. The Client also proposes future parking lot expansion further increasing impervious area. Parking lot design is not included but additional impervious area will be included in storm water management plan.

Proposed impervious area of new skatepark facility and site and grading design will be provided by another consultant providing design services for the skatepark. The Client will provide future parking lot expansion information and details.

A Storm Water Management Plan will be developed for the park. On-site detention is not desired due to project location. Stormwater runoff will be conveyed overland to existing storm sewers. The existing storm sewer will be evaluated to determine if additional stormwater runoff from increased impervious area can be conveyed. Based on discussions with City staff, we will assume a general drainage area and runoff coefficients which will be used to approximate pipe capacity at this point. A full model will not be developed to determine pipe capacity.

The project will be designed to SUDAS and City of West Des Moines standards. The Client will coordinate submittal of application documents and payment of fees.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Attend two (2) meetings for the project.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Coordination with Skatepark designer.

2. Topographic Survey and Research of Existing Conditions

- Perform site topographical survey of park site to support Storm Water Management Plan and new facilities, exclusive of boundary surveys for land and easement acquisition.
- Survey limits to extend to park property line and to road centerline along street frontages.
- Develop project control and base map for the project.

- Locate the existing underground utilities as located by the Iowa One Call locate system and known private utilities located by Client.
- Provide topographical survey in AutoCAD 2012 or greater electronic format (.DWG).

3. Stormwater Management

- Develop a Storm Water Management Plan in compliance with the City of West Des Moines requirements.
- Review relevant information provided by the Client, including but not limited to existing stormwater studies.
- Document analysis and recommendations in a report to the Client.
- Furnish two (2) original signed copies of the Storm Water Management Plan to the Client.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Quality control testing and construction materials testing
5. Permits other than those identified above
6. Funding assistance, including grant and/or loan applications
7. Wetland Delineations or mitigation plans
8. Floodplain and hydraulic/hydrologic modeling
9. Geotechnical design/recommendations
10. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
11. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
12. Attendance at additional meetings (other than those listed above)
13. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services
14. Storm Sewer and/or stormwater treatment design/recommendations

ATTACHMENT 2

PROJECT SCHEDULE

Kick-off Meeting – within 1 week of Notice to Proceed

Topographical survey – within 2 weeks of kick-off meeting

Submit survey to Client for use by Skatepark consultant – within 1 week of topographical survey

Submit Storm Water Management Plan– within 4 weeks of receiving final design from Skatepark consultant and future parking lot expansion information from Client

ATTACHMENT 3

SCHEDULE OF FEES

WHKS & Co. 2020 Fee Schedule and Method of Payment City of West Des Moines

Schedule of Hourly Billing Rates – Effective January 1, 2020

Principal	\$ 225.00
Project Manager	\$ 161.00
Project Engineer	\$ 148.00
Design Engineer III	\$ 136.00
Design Engineer II	\$ 124.00
Design Engineer I	\$ 111.00
Land Surveyor	\$ 150.00
Construction Manager	\$ 118.00
*Survey Crew Chief	\$ 105.00
*Survey Crew Technician	\$ 95.00
*Engineering Tech IV	\$ 127.00
*Engineering Tech III	\$ 100.00
*Engineering Tech II	\$ 88.00
*Engineering Tech I	\$ 78.00
*Construction Observer II	\$ 101.00
*Construction Observer I	\$ 82.00
*Clerical	\$ 74.00

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc. External expenses include an administrative charge of 10 percent.

****NOTE: Time and a half pay applies for overtime, if applicable***

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

DATE: January 6, 2020

ITEM: Motion – Approval of Professional Services Agreement – Jordan Creek Trail, 39th to 50th Street

FINANCIAL IMPACT: Expense not-to-exceed \$39,600.00 for both basic design and resident construction services will be paid from G/L account 500.000.000.5250.490. Funding for the basic design of \$22,000 will be covered out of available funds in the FY 19-20 CIP from the Jordan Creek Trail Realignment (Project No. 0510 035 2019). Resident construction services will be paid out of a future line item for construction of the trail.

BACKGROUND: Following staff's annual trail inspection process on the entire trail system, this segment of asphalt trail was identified as a higher priority and the next segment in need of renovation. However, this segment of trail is located fairly close to the edge of the Jordan Creek. Several sections of bank along the Jordan Creek have been stabilized to reduce creek movement toward the trail. As the creek bank pressure/movement toward the trail will continue, and this trail is now in need of renovation, staff is recommending looking at re-aligning a section of this trail farther from the creek. These services will look at feasibility and implications of moving the trail, and preparation of plans and bidding docs for relocation and renovation of this trail.


The Council is asked to approve an agreement with Bolton and Menk to provide design services for this trail including topographic survey, verify if proposed trail alignment is feasible, renovation recommendation on trail segments not realigned, preparation of final plans/specs, coordination of any necessary permitting, cost opinion and resident services for construction administration. The agreement with Bolton and Menk is attached along with their proposal, scope of services, schedule and fees. The consultant was selected for this project due to their past experience on other City projects and experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability. City staff attempts to distribute professional services 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: That the Council approve the agreement with Bolton and Menk.

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

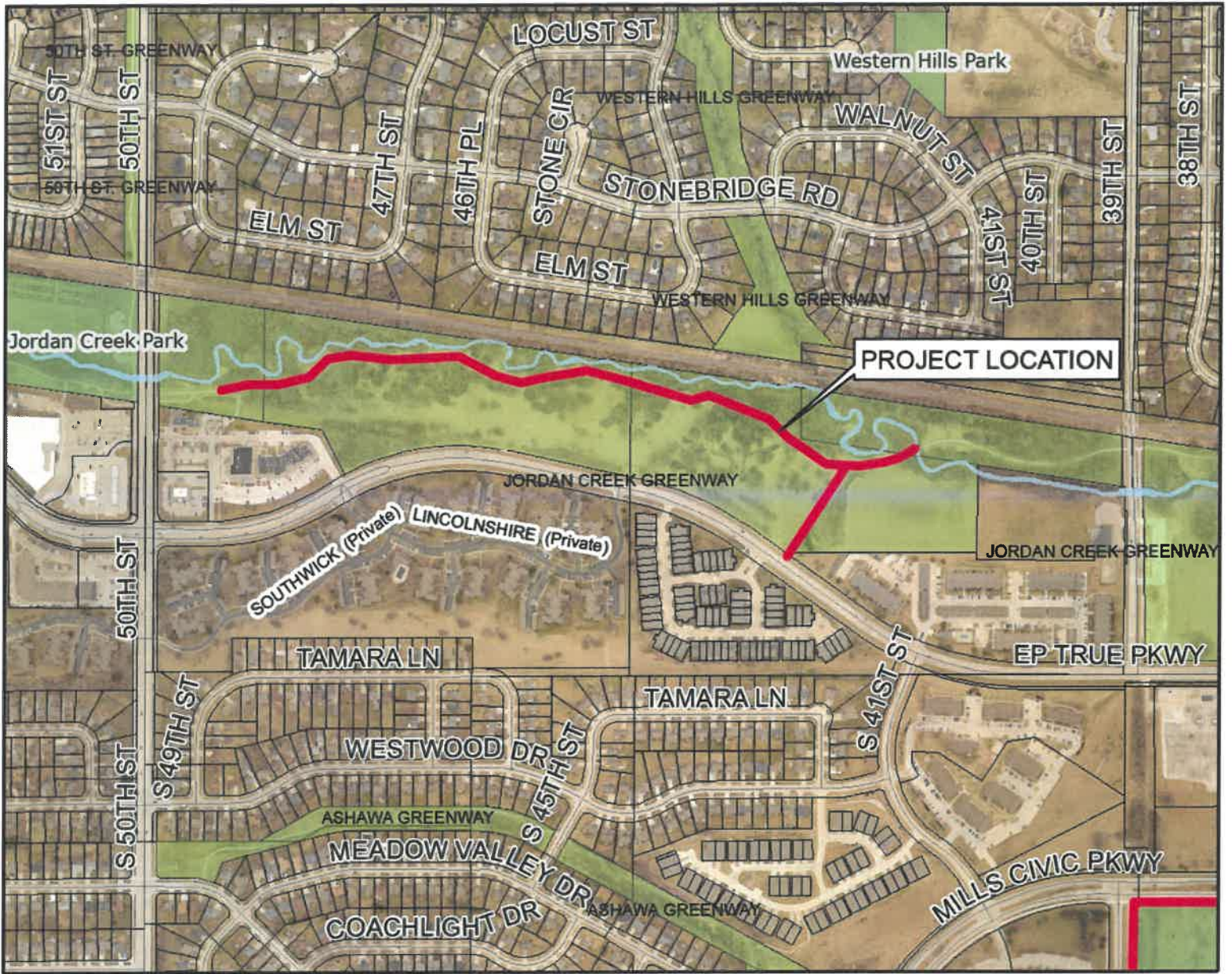
Department Director	Sally Ortgies, Director of Parks & Recreation	<i>SO by DS</i>
Appropriations/Finance	Tim Stiles, Finance Director	<i>TS</i>
Legal	Richard Scieszinski, City Attorney	<i>RS</i>
Agenda Acceptance		

PUBLICATION(S) (if applicable)

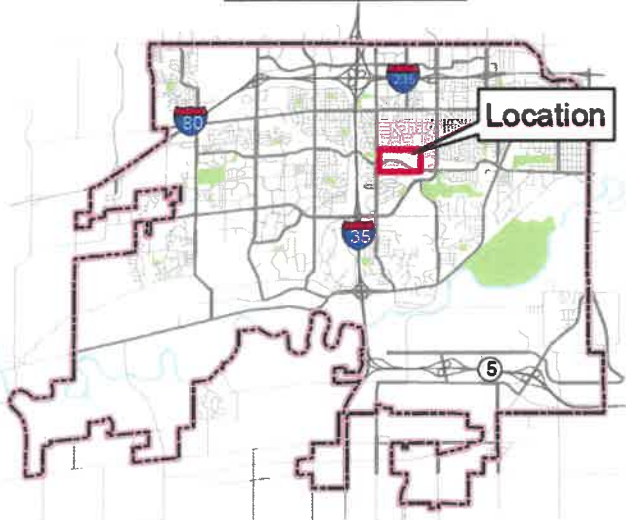
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

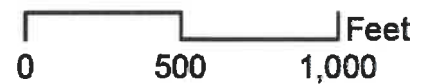


VICINITY MAP



LEGEND

 Project Location



	PROJECT: PSA - JORDAN CREEK TRAIL, 39TH TO 50TH STREET			
	LOCATION: 39TH STREET TO 50TH STREET			
	DRAWN BY: MAA	DATE: 1/2/2020	PROJECT NO.: 0510 035 2019	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 6th day of JANUARY, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. # 41-0832249), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2020 JORDAN CREEK TRAIL REALIGNMENT PROJECT (Project No. 0510-035-2019) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$22,000.00
II. Resident Consultant Services	<u>\$17,600.00</u>
Total	\$39,600.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
 Attn: Ryan T. Jacobson, City Clerk
 Address: 4200 Mills Civic Parkway
 City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Bolton & Menk, Inc.
 Attn: Chadd Kahlsdorf PE, PMP
 Address: 309 E. 5th Street, Suite 200
 City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

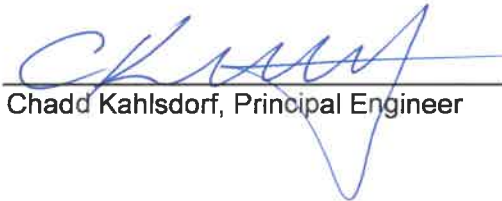
This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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

BOLTON & MENK, INC.

CITY OF WEST DES MOINES

BY:


Chadd Kahlsdorf, Principal Engineer

BY:

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

Basic Services of the Engineer - Consultant agrees to provide professional services required for the design of 2020 JORDAN CREEK TRAIL REALIGNMENT PROJECT, Project #0510-035-2019. The work will consist of completing Trail Alignment, Asphalt Overlay Design, Utility coordination, US Army Corp of Engineers (USACE) and Iowa Department of Natural Resources (Iowa DNR) Coordination, Bidding Services, and Construction Administration. The limits of the project are shown in Figure 1.

I.A. Basic Scope of Services

- A.** Consultant will perform topographic survey of Jordan Creek Trail from 50th Street to the Rugby Fields. Survey to include:
 - a.** Locate surface features within the project limits including pavement, ground shots, existing located utilities, and trees.
 - b.** Identify property corners.
 - c.** Develop aerial imagery from UAV flights
 - d.** Survey existing ground to create surface model and contours for the site.
 - e.** CAD drafting to create electronic mapping.

- B.** Consultant will complete final design for the construction of the Jordan Creek Trail. Final design will include the following design elements:
 - a.** Trail vertical and horizontal alignment
 - b.** Trail rehabilitation plan
 - c.** Project removals
 - d.** Grading plans
 - e.** Pavement design
 - f.** ADA Ramps and Sidewalks
 - g.** Project staging plans
 - h.** Quantities and estimate reference notes
 - i.** Engineer's Opinion of Probable Cost (OPC)
 - j.** Project manual and project specifications

A preliminary design drawing (60% Design) will be provided to the City for comments. Final plans and specifications (90% Design) will be provided to the City for review and approval prior to issuance for bidding activities. It is estimated that there will be two (2) meetings with City staff.

- C.** Consultant will coordinate project activities with USACE, Iowa DNR, and franchise utilities identified in the project limits. Coordination activities will begin during design and continue throughout construction activities for utility relocation.

- D.** Consultant will support the City in project communications as necessary. The following meetings are anticipated:
 - a.** Attendance at City Council Committee Meetings as necessary.
 - b.** Public informational meetings.

- E.** The Consultant will identify any acquisitions and construction easements and provide acquisition plats to the City in their approved format.

- F.** The Consultant will provide bidding assistance to the City as follows:

- a. Develop bid documents and distribute in accordance with the state of Iowa bidding laws.
- b. Develop project bid summary and bid tabulations.
- c. Coordinate contract documents with winning bidder and City.

II.A. Resident Consultant Services

- A. Consultant will provide the following construction administration services:
 - a. Convene and preside over a preconstruction conference. Preconstruction conference attendees in addition to Consultant staff will include:
 - i. City staff
 - ii. Representatives from the contractor, subcontractors and suppliers
 - iii. Representatives from affected utility companies
 - b. Provide supervision and support to Resident Project Representative (RPR) and perform regular on-site reviews.
 - c. Provide City with weekly updates on construction progress and proposed schedules.
 - d. Prepare change orders and written directives as needed.
 - e. Review and approve shop drawings and other required submittals by contractor.
 - f. Assist the RPR with the preparation, review and submittal pay requests.
 - g. Meet with affected property owners as required to address construction related concerns
 - h. Support construction close-out with following tasks:
 - i. Conduct an on-site review of the project with City staff, contractor's representatives, and other stakeholders as appropriate
 - ii. Develop an itemized list of construction issues to be corrected or resolved
 - iii. Monitor completion of the punch list items by the contractor
 - iv. Conduct a final project walk through with the City and the contractor to verify that all punch list items have been completed to the satisfaction of the City
 - v. Prepare final pay estimate and submit to contractor for review and approval. Resolve any issues regarding pay item quantities with the contractor.
 - vi. Secure all other documentation required from contractor for project close-out required by the City.
- B. Consultant will submit digital copies of required project construction documentation in accordance with City standards.

ATTACHMENT 2

PROJECT SCHEDULE

The anticipated project schedule:

Topographic Survey	December 2019
Preliminary Design and Design Review	February 2020
Final Design and Review	March 2020
Project Letting	April 2020
Project Construction	June – October 2020

Note: The project schedule may be delayed by USACE & Iowa DNR design review process.

ATTACHMENT 3
SCHEDULE OF FEES

2019 SCHEDULE OF FEES

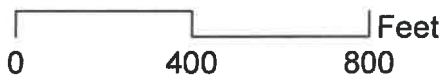
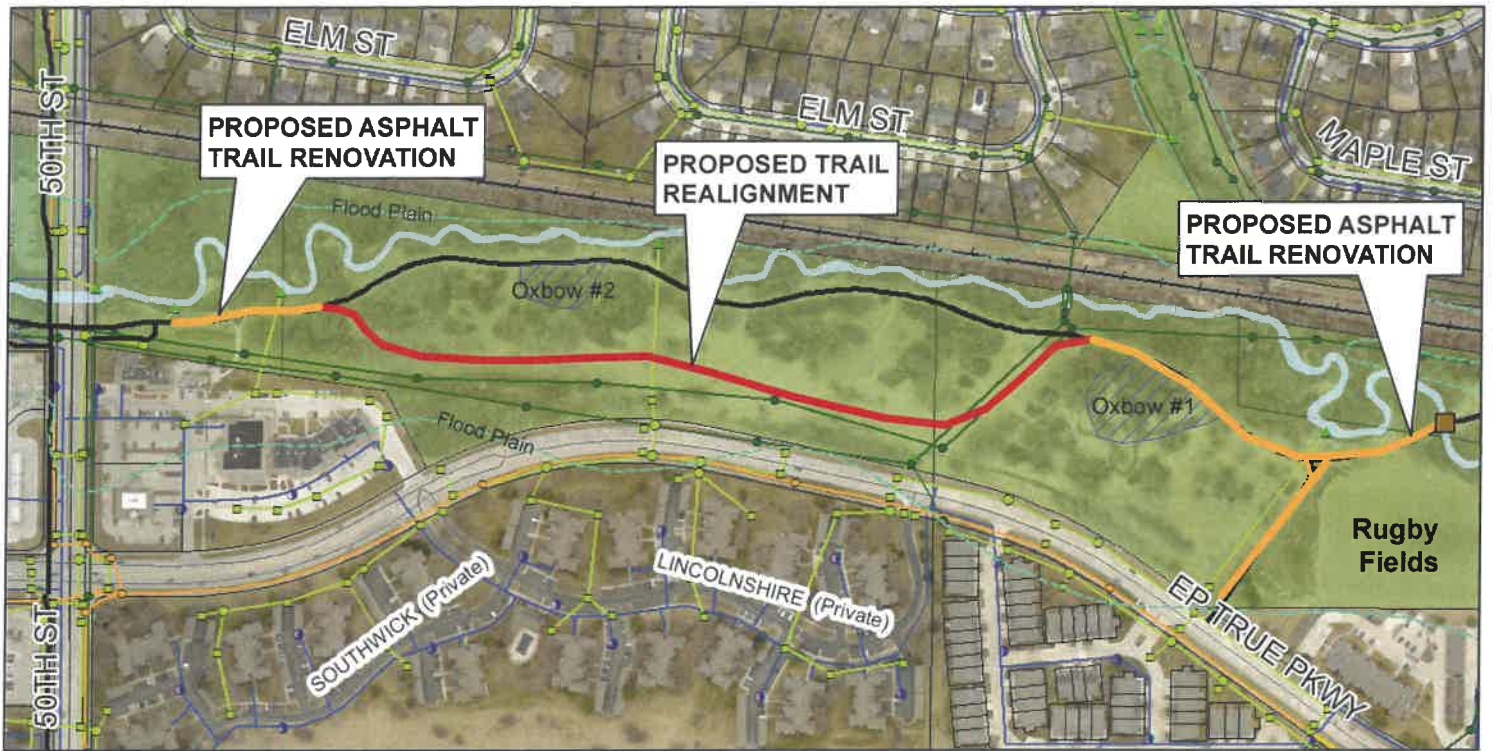
The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2019. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-175
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$85-180
Technician (Inc. Construction, GIS, Survey ¹)	\$65-150
Administrative/Corporate Specialists	\$45-125
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.



VICINITY MAP



- Pedestrian Bridge
- Park & Greenway
- Existing Trail
- Fiber Handhole
- Sewer Manhole
- Storm Inlet
- Storm Manhole
- Storm Outlet
- Fiber
- Sewer Main
- Storm Pipe
- Water Hydrants
- Water Pressurized Mains

	PROJECT: JORDAN CREEK TRAIL RENOVATION			
	LOCATION: 50TH ST TO RUGBY FIELDS			
	DRAWN BY: MAA	DATE: 10/23/2019	PROJECT NO.:	SHT. 1 of 1

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

DATE: January 6, 2020

ITEM: Motion – Approval of Professional Services Agreement – Southwoods Park Single Track Trail

FINANCIAL IMPACT: Expense not-to-exceed \$22,500.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 19-20 CIP from the Southwoods Park Single Track Trail (Project No. 0525 044.0510 034 2019).

BACKGROUND: To expand the recreational opportunities of Southwoods Park, a single track trail is being proposed within the park. The disc golf course was added to the park a few years ago and has become a highly used facility, and its anticipated that the single track trail will be another unique and highly used amenity in the park. As the park setting is located in a natural setting with steep topography and large stands of well established trees, staff deemed it important to hire a consultant that specializes in the design of natural surfaces in these types of environments.


The Council is asked to approve an agreement with Backyard Trails LLC from the Cedar Rapids area to provide design services for this natural surface trail. They have done several single track trails in the state including a recent one in Coralville. The scope of services will include preparation of plans for a natural surface trail, bike park assessment & report, and trail construction training if constructed to be completed by City staff. The agreement with Backyard Trails LLC is attached along with their proposal, scope of services, schedule and fees. The consultant was selected for this project due to their past experience on other City projects and specialized experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with Backyard Trails LLC

Lead Staff Member: David Sadler, Superintendent of Parks 

STAFF REVIEWS

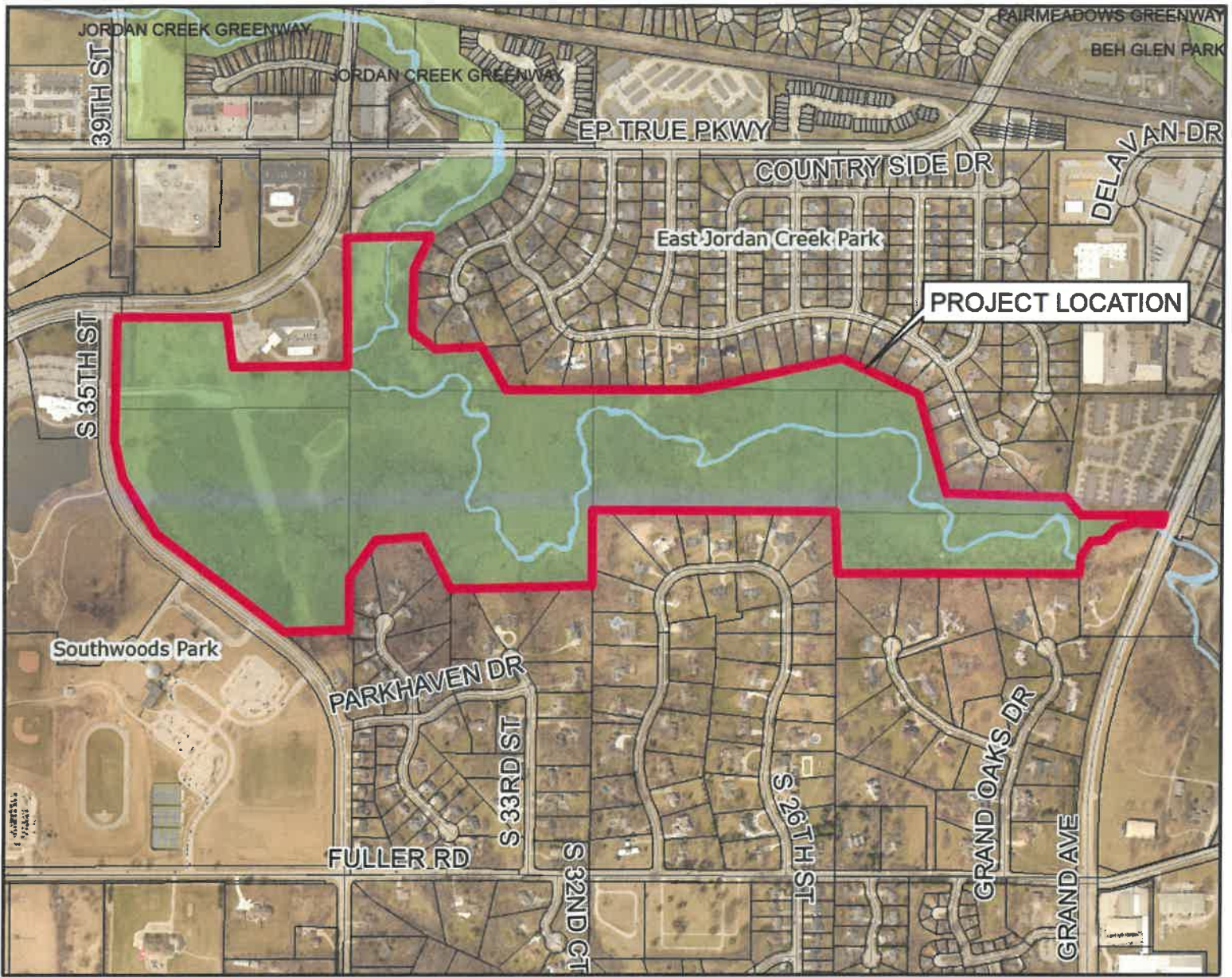
Department Director	Sally Ortgies, Director of Parks & Recreation	SO by DS
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Richard Scieszinski, City Attorney	JDS
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee				
Date Reviewed				
Recommendation	<table border="1"> <tr> <td>Yes</td> <td>No</td> <td>Split</td> </tr> </table>	Yes	No	Split
Yes	No	Split		



VICINITY MAP



LEGEND

 Project Location



	PROJECT: PSA - SOUTHWOODS PARK SINGLE TRACK TRAIL PLAN			
	LOCATION: 350 S 35TH STREET			
DRAWN BY: MAA	DATE: 1/2/2020	PROJECT NO: 0510 034 2019	SHT. 1 of 1	

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 6th day of January, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Backyard Trails LLC, (Fed. I.D. #82-3218144) a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the **Southwoods Park Singletrack Trail Plan (Project No. 0510 034 2019)** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 1. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following NOT-TO-EXCEED sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 1.

I. Basic Services of the Consultant	\$ 7,250
II. Secondary Task	\$15,300
TOTAL	\$22,500

B. The Consultant shall invoice the City monthly for services, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be

provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Backyards Trails LLC
Attn: Ken Barker
Address: 3234 Shasta Ct NE
City, State: Cedar Rapids, Iowa 52402

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be

performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____
Ken Barker, Principal

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

December 31, 2019

City of West Des Moines Parks & Recreation Department
ATTN: Marco Alvarez, Park Planner
4200 Mills Civic Parkway
P.O. Box 653200
West Des Moines, Iowa 50265-0320

Mr. Alvarez,

Please find attached, a proposal for Backyard Trails LLC to assist West Des Moines Parks & Recreation with the planning and design of natural surface trails at Southwoods Park. We are excited about this opportunity and the positive impact it will have on residents of and visitors to the West Des Moines metro area.

For your information and consideration, included in the proposal are optional add on tasks directly related to the potential project at Southwoods Park. Upon proposal acceptance, Backyard Trails LLC (BYT) anticipates scheduling planning work, prior to the Spring of 2020.

This proposal is valid for 45 days from the proposal date of December 31, 2019. Please do not hesitate to contact me if you have any questions.

Best Regards,

Ken Barker, Principal
Backyard Trails LLC
hometowntrails@gmail.com
BackyardTrailsLLC.com
641-512-1105



Project Approach

The West Des Moines Parks Division manages several properties, totaling over 1300 acres with more than 60 miles of various surface trails. The Parks Division also guides the acquisition and development of new parks, trails, and facilities within West Des Moines. These community assets provide access to green space and recreational opportunities for area residents and visitors.

The property of focus for this proposal, Southwoods Park, presently provides disc golf and a multiuse trail as recreational opportunities. There is untapped potential within the confines of the park for natural surface trail facilities. Trails serve a variety of users, with hikers, runners, dog walkers, and cyclists commonly engaging in this form of passive recreation. Furthermore, bicycle optimized trails lend toward environmentally and socially sustainable development that minimizes negative impacts to the landscape and provides the type of trail experience that keeps users coming back for more.

Bicycling is a proven conduit for youth involvement in outdoor recreation, and trails allow people of all ages to learn and enjoy bicycling away from vehicles. Trails and adjacent areas can be augmented with bicycle-specific “play areas”, commonly referred to as bike parks, that encourage cyclists to socialize and enjoy healthy outdoor exercise. Such bike park features and facilities provide opportunities for users to develop and practice skills transferable to the trails. With its more dense development, a bike park requires a modest footprint and can be sited on aesthetically challenged parcels not usually considered for development.

It is for these reasons that we propose assessment and planning for Southwoods, and possibly adjacent properties. Resulting planning documents will identify opportunities and guide future development of trails and features to enhance the use of the parks for residents and visitors alike.

Project Scope

PRIMARY TASK – SOUTHWOODS NATURAL SURFACE TRAILS PLAN

Backyard Trails LLC (BYT) to work with West Des Moines Parks & Recreation to initiate and create a schedule for the project. Travel to the area and attend an on-site kick-off meeting. Investigate existing trails for both environmental and social sustainability. Assess options for trails development to enhance the experience of park visitors and trail users. This assessment includes a thorough survey of the property to identify the key positive and negative control points. Based on fieldwork and client feedback, create a conceptual design report for natural surface trail system improvements that focus on singletrack trails that provides a variety of experiences and challenges... to include maps & GIS data, development narrative, phasing, and design, construction, and maintenance cost estimates. Seek additional economies of scale in discussions with land management as well as in research for the region-wide materials required for the reports. (i.e. comprehensive trail plans, convention and visitors bureau, advocacy groups, etc.) Participate in public open house meeting to solicit feedback on conceptual design

SECONDARY TASK 1 – BIKE PARK ASSESSMENT & REPORT

Optionally perform a bike park assessment process for West Des Moines Parks Division on the same mobilizations to the area. An appendix to the report detailing the findings and unique issues of such a more active facility is provided. Like a park report, it contains a facility plan that includes maps, development narrative, phasing, and design & construction cost estimates.

SECONDARY TASK 2 – TRAILS TRAINING OPTIONS (BASIC & ADVANCED)

It is recommended that city staff and key stakeholders understand the basics of trails development and maintenance. Should the city wish to construct the trails in house, BYT can provide more advanced training to city staff with regards to trail building and maintenance.

Project Timeline

January - February 2020: Coordinate with the client, create a GIS base map, review existing materials.

February - March 2020: Mobilize to the area (up to four visits), meet with the client and stakeholders as needed during scheduled visits. Trails and property assessment fieldwork.

March - April 2020: Create a draft trails plan, review with the client, finalize trails planning report. Invoice for work completed.

Project Fees

Southwoods Natural Surface Trails Plan - \$4750

Southwoods (or other property) Bike Park Feasibility Option - \$2500

Staff Training Options (not included in proposed timeline - requires scheduling) Basic Trails School - \$3800,

Advanced Trails School \$11500

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

DATE: January 6, 2020

ITEM:

Motion – Approving Change Order #1
MidAmerican Energy RecPlex – Foundations

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$1,420,000.00	September 16, 2019	
Change Order #1	\$31,248.20	Pending	PEMB Revisions
Total	\$1,451,248.20		

The costs for this change order item will be paid from account no. 692.400.700.5250.490 with the ultimate funding intended to come from a combination of funds already declared as excess in the Sewer Fund (\$1.5 million) and General Obligation bonds backed by Hotel-Motel tax revenue.

BACKGROUND:

The project consists of footings, piers, foundation walls, and tie beams for three (3) pre-engineered metal buildings and precast concrete slabs for the MidAmerican Energy RecPlex. This phase of the project was anticipated to be completed by December 16, 2019, but has been delayed due to extremely wet conditions this construction season.

Grading and utilities for the site are nearly complete. Fabrication and erection of the pre-engineered metal buildings (PEMB) is currently underway. Future phases of this project including paving, site improvements, and interior buildings systems are scheduled to bid in the next few months with construction extending through most of 2020.

Change Order #1 includes foundation revisions resulting from design modifications to the building after the foundations bid package had been awarded. Design modifications to the building include final building design decisions and additional large vehicle accesses to the east arena. Also included are coordination revisions dictated by the PEMB manufacturer finalizing their design for frame configuration and anchor bolt quantities. City Staff recommend approval of Change Order #1.

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

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #1 for MidAmerican Energy RecPlex – Foundations.

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

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>RS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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
 Engineer
 Contractor
 Owner's Rep

Contractor: **ATO Building, LLC**
201 S 84th Street
Lincoln, NE 68510

Project Title	MidAmerican Energy Company RecPlex Foundations Package	
WDM Project File Number	0510-055-2018	
Purchase Order Number	2020-0000306	
Orig. Contract Amount & Date	\$1,420,000.00	September 16, 2019
Change Order Number	1	
Date	January 21, 2020	

THE CONTRACT IS CHANGED AS FOLLOWS: The Change Order includes Change Requests resulting from design changes to the building after the foundations package had been awarded. These include changes for final building design decisions and additional large vehicle access to the east arena. Also included are coordination changes dictated by the Pre-Engineered Metal Building Manufacturer finalizing their design for frame configuration and anchor bolt quantities.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1.01A	Pre-Engineered Building - Bid Package #2 - Remove cost of PEMB Materials	LS	\$31,248.20	1.0	\$31,248.20
TOTAL					\$31,248.20

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$1,420,000.00
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$1,420,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$31,248.20
The new Contract Sum including this Change Order will be	\$1,451,248.20
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)	2.20%
The Contract Time will be changed by	21 Days
The date of Substantial Completion as of the date of this Change Order therefore is	January 6, 2020

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

See Attached AIA Forms for Signatures

Owner: **City of West Des Moines**

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

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 MidAmerican Energy RecPlex
 6500 Grand Avenue, West Des Moines
 BP #3 - Foundations

CONTRACT INFORMATION:
 Contract For: BP #3 Foundations
 Date: 09/16/19

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: 12/18/19

OWNER: *(Name and address)*
 CITY OF WEST DES MOINES
 4200 Mills Civic Parkway
 West Des Moines, IA 50265

ARCHITECT: *(Name and address)*
 LARRISON & ASSOCIATES
 2322 E. Kimberly Road, Suite 120-South
 Davenport, IA 52807

CONTRACTOR: *(Name and address)*
 ATO BUILDERS
 201 S 84th Street, Suite H
 Lincoln, NE 68510

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

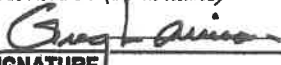
- COR #1 Changes to the Foundations per Revised drawings issued 10/18/19.....ADD \$ 3,173.50
- COR #2 Changes to the Foundations per CCN #1 dated 10/29/19, West End
 Commons area north side of Fieldhouse for eSports.....ADD \$ 7,312.80
- COR #3 Require changes to the foundations per revised drawings issued 11/27/19. Includes
 addition of portal frames foundations at Main Arena & Field House revision of
 foundation walls, stoop footings.....ADD \$15,228.99
- COR #4 Drawings, Sheet S-301, Anchor Bolt Chart - Actual quantity of bolts required
 per anchor bolt drawings as provided by American Buildings Company (ABC)
 requires more than 4 bolts per setting.....ADD \$ 3,259.21
- COR #5 Add 12'h x 12'w overhead door opening to include all sub framing, jamb wrap
 and trim. This includes a deduct for the removed ImpressaClad panels,
 liner panel and insulation.....ADD \$ 2,273.70


The original Contract Sum was	\$ 1,420,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,420,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 31,248.20
The new Contract Sum including this Change Order will be	\$ 1,451,248.20

The Contract Time will be increased by Twenty-One (21) days.
 The new date of Substantial Completion will be January 6, 2020


NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Larrison & Associates Architects
ARCHITECT *(Firm name)*

SIGNATURE
 Greg Larrison, AIA, President/CEO
PRINTED NAME AND TITLE
 12/18/19
DATE

ATO Builders
CONTRACTOR *(Firm name)*

SIGNATURE
 Craig Thurston, Director of Const.
PRINTED NAME AND TITLE
 12/18/2019
DATE

JEM

City of West Des Moines
OWNER *(Firm name)*

SIGNATURE
 Brian Hemesath, City Engineer
PRINTED NAME AND TITLE

DATE



www.atobuilders.com

840 S 84th Street Suite F
Lincoln, NE 68510
844-447-3286

BF#3

Foundations

~~BF#3~~
COR#

ADD DRAWING

CHANGE ORDER REQUEST

OK

TITLE: <u>Foundation Revisions</u>	DATE: <u>11/6/2019</u>
PROJECT: <u>Mid America Energy Rec Plex Foundations</u>	PROJECT #: <u>ATO 19919</u>

TO: <u>City of West Des Moines</u>	CONTRACT or PO# <u>91119</u>
<u>2400 mills Civic Parkway</u>	COST CODE <u>3.000</u>
<u>West Des Moines, IA</u>	CHANGE ORDER # <u>003 COR#1</u>

AMOUNT OF CHANGE ORDER: \$3,173.50

DESCRIPTION: Make the required changes to the foundations per the revised drawings issued 10/18/19

Proposed Additions	\$1,905.00
ATO General Conditions	\$980.00
TOTAL	\$2,885.00
ATO P/O (10%)	\$288.50
TOTAL	\$3,173.50

BY: Craig Thurston Director of Construction
ATO Builders, LLC



www.atobuilders.com

840 S 84th Street Suite F
Lincoln, NE 68510
844-447-3286

DPR # 3 - Foundations
CO # 10
#2

OK

CHANGE ORDER REQUEST

TITLE: <u>Add to Foundations at Commons Area West</u>	DATE: <u>11/7/2019</u>
<u>End</u>	
PROJECT: <u>Mid America Energy Rec Plex Foundations</u>	PROJECT #: <u>ATO 19919</u>

TO: <u>City of West Des Moines</u>	CONTRACT or PO# <u>91119</u>
<u>2400 mills Civic Parkway</u>	COST CODE <u>3.000</u>
<u>West Des Moines, IA</u>	CHANGE ORDER # <u>004</u>

AMOUNT OF CHANGE ORDER: \$7,312.80

CCN # 1
10/29/19
↓

DESCRIPTION:	<u>Make the required changes to the foundations per the revised drawings issued 10/18/19</u>
	<u>West end of Commons Area North Side of Field House</u>
	<u>Proposed Additions \$5,760.00</u>
	<u>ATO General Conditions \$888.00</u>
	TOTAL \$6,648.00
	<u>ATO P/O (10%) \$664.80</u>
	TOTAL \$7,312.80

BY: Craig Thurston Director of Construction
ATO Builders, LLC



www.atobuilders.com

840 S 84th Street Suite F
Lincoln, NE 68510
844-447-3286

BP#3
Foundations
COR # 5
COR # 3

CHANGE ORDER REQUEST

TITLE:	Foundations Revisions No. 2	DATE:	12/9/2019
PROJECT:	Mid America Energy Rec Plex Foundations	PROJECT #:	ATO 19919

TO:	City of West Des Moines 2400 mills Civic Parkway West Des Moines, IA	CONTRACT or PO#	91119
		COST CODE	3.000
		REQUEST CHANGE ORDER #	ATO-005 <i>COR#3</i>

AMOUNT OF CHANGE ORDER: \$15,228.99

DESCRIPTION: Make the required changes to the foundations per the revised drawings issued 11/27/19
Includes addition of portal frames foundations at Main Arena and Field House revision to foundation walls, stoop footings

Proposed Additions	\$11,864.54
ATO General Conditions	\$1,980.00
TOTAL	\$13,844.54
ATO P/O (10%)	\$1,384.45
TOTAL	\$15,228.99

BY: Craig Thurston Director of Construction
ATO Builders, LLC

11/27/19
INCLUDES ADDITION
TO THE WEST OF COMMONS



www.atobuilders.com

840 S 84th Street Suite F
Lincoln, NE 68510
844-447-3286

BP# 3
Foundations

COR # 4

OK NO DRAWING

CHANGE ORDER REQUEST

TITLE: Foundations Additional Anchor Bolts	DATE: 12/9/2019
PROJECT: Mid America Energy Rec Plex Foundations	PROJECT #: ATO 19919

TO: City of West Des Moines	CONTRACT or PO# 91119
2400 mills Civic Parkway	COST CODE 3.000
West Des Moines, IA	REQUEST CHANGE ORDER # ATO-006 — COR # 4

AMOUNT OF CHANGE ORDER: \$3,259.21

DESCRIPTION: Per the Drawings sheet S-301 Anchor Bolt Chart - for bidding purposes figure 4 bolts per Anchor Bolt Setting. Actual quantity of bolts required per anchor bolt drawings as provided by American Buildings Company requires more than 4 bolts per setting. Additional anchor bolts as list below.

Additional Anchor bolts reqd (32) - 1 1/4" x 32"
(92) - 1 1/2" X 32"

Proposed Additions	\$2,807.92
ATO General Conditions	\$155.00

TOTAL \$2,962.92

ATO P/O (10%) \$296.29

TOTAL \$3,259.21

BY: Craig Thurston Director of Construction
ATO Builders, LLC



www.atobuilders.com

840 S 84th Street Suite F
Lincoln, NE 68510
844-447-3286

BP#3

COOR#5

OK NO DRAWINGS

CHANGE ORDER REQUEST

TITLE:	Foundations Additional Anchor Bolts	DATE:	12/13/2019
PROJECT:	Mid America Energy Rec Plex Foundations	PROJECT #:	ATO 19919

TO:	City of West Des Moines	CONTRACT or PO#	91119
	2400 mills Civic Parkway	COST CODE	3.000
	West Des Moines, IA	REQUEST CHANGE ORDER #	ATO-007

AMOUNT OF CHANGE ORDER: \$3,259.21

DESCRIPTION: 12'h x 12'w

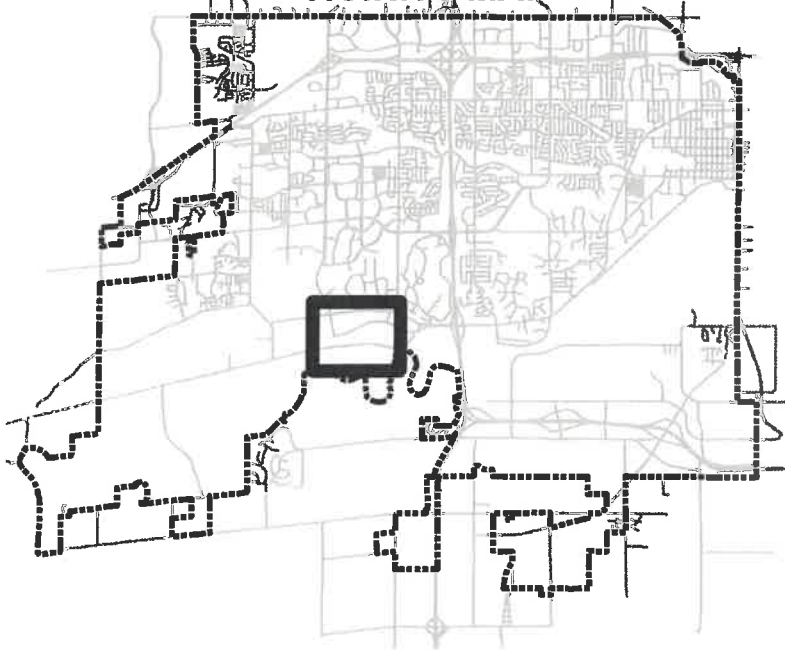
Add 12'h x 10'w overhead door opening to include all sub framing, jamb wrap and trim. This includes a deduct for the removed ImpressaClad panels, liner panel and insulation.

Components	\$ 1,497.00
Labor	\$ 1,000.00
Deduct for panels & Insulation	\$ (825.00)
Proposed Additions	\$ 1,672.00
ATO General Conditions	\$ 395.00
TOTAL	\$ 2,067.00
ATO P/O (10%)	\$206.70
TOTAL	\$2,273.70

BY: Craig Thurston Director of Construction
ATO Builders, LLC



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

MidAmerican Energy RecPlex

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 1/16/2019

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: January 6, 2020

ITEM:

Motion – Approving Amendment No. 3 to Professional Services Agreement
Nature Lodge HVAC Replacement, Roof Repairs & Exterior Improvements

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$35,800.00 for Basic Services of the Consultant and \$14,500.00 for Resident Consultant Services. Amendment No. 1 & 2 increased the Basic Services of the Consultant by \$29,200.00 and the Resident Consultant Services by \$11,800.00. Amendment No. 3 increases the Resident Consultant Services by \$1,080.00. The new maximum not-to-exceed fee thus becomes \$92,380.00. 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.

BACKGROUND:

Benjamin Design Collaborative is working under an existing Agreement dated August 20, 2018, Amendment No. 1 dated March 4, 2019, and Amendment No. 2 dated September 16, 2019 to perform the professional services necessary for the HVAC replacement, roof replacement, and various exterior improvements at the Nature Lodge located at 2500 Grand Avenue within the Raccoon River Regional Park.

Amendment No. 3 includes additional Resident Consultant Services to identify existing Fire Life Safety devices located within the building, create an updated code plan showing the devices located within the building, and present the gathered information to the Chief Building Official for review and approval. These additional scope items were not anticipated as part of the initial Agreement.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 3 to Professional Services Agreement for Nature Lodge HVAC Replacement, Roof Repairs & Exterior Improvements.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

**AMENDMENT NO. 3
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This AMENDMENT is made and entered into this ^{6th} ~~ninth~~ day of ^{January, 2020} ~~December, 2019~~, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Benjamin Design Collaborative, (Fed. I.D. #01-0789077), 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 ~~March 4~~, 2018 as follows:

August 20

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the Nature Lodge HVAC, Roof and Exterior Improvements (Project No. 0510-019-2018), Attachment 1 are amended as follows:

Identify the existing Fire Life Safety devices located within the building, create an updated code plan showing the devices located within the building interior and present the gathered information to the Building Official for their approval.

2. SCHEDULE

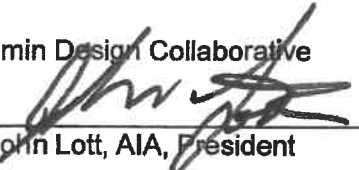
The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: No Change.

3. COMPENSATION

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

	<u>Original Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	\$65,000.00	\$0.00	\$65,000.00
II. Resident Consultant Services	<u>\$26,300.00</u>	<u>\$1,080.00</u>	<u>\$27,380.00</u>
Total Services	\$91,300.00	\$1,080.00	\$92,380.00

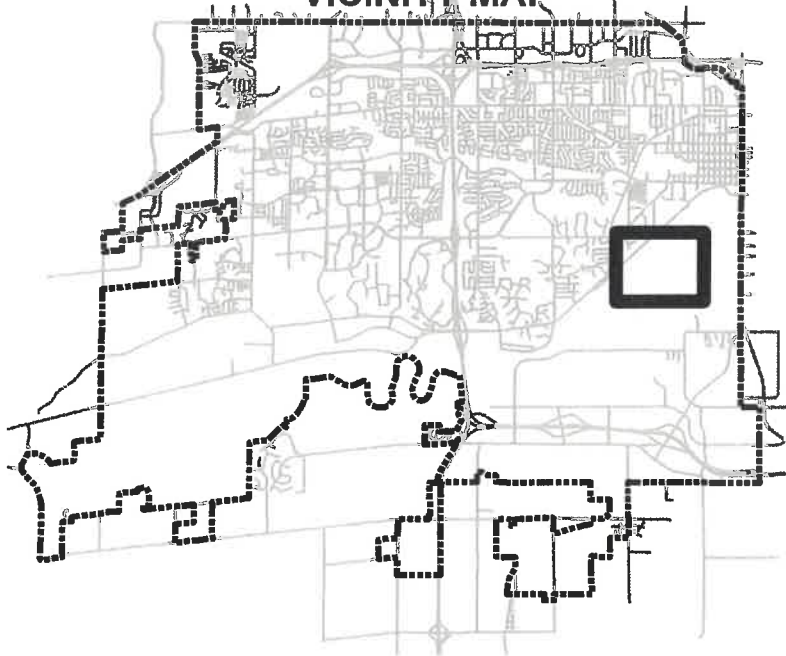
This AMENDMENT is subject to all provisions of the original Agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

Benjamin Design Collaborative
BY: 
John Lott, AIA, President

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

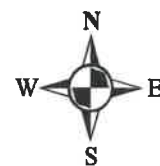


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Nature Lodge HVAC Replacement, Roof Repair, Exterior Improvement**

LOCATION: **Exhibit "A"**

DRAWN BY: JDR

DATE: 7/27/2018

PROJECT NUMBER/NAME: 0510-019-2018

SHT. 1 of 1

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approving Interfund Transfers

DATE: January 6, 2020

FINANCIAL IMPACT: None

BACKGROUND: Effective April 13, 2019, an update to the Iowa Administrative Rules Code 545-2 now requires greater disclosures for all interfund transfers including the amount, purpose, and originating and receiving fund. The Finance Department continually reviews the status of the City's General, Road Use Tax, Tax Increment Financing, Capital Project, Debt Service and Enterprise Funds.

The City of West Des Moines did adopt transfer amounts in the 2019-2020 Budget and Exhibit A represents transfers to be authorized as of 12/01/19.

RECOMMENDATION: Approval of Resolution Authorizing Transfer of Funds.

Lead Staff Member: Lesley Montgomery, Accounting Manager LM by TS

STAFF REVIEWS

Department Director	Tim Stiles AS
Appropriations/Finance	
Legal	
Agenda Acceptance	AK

PUBLICATION(S) (if applicable)

Published In	Not required
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed	N/A		
Recommendation	Yes	No	Split

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

WHEREAS, the City of West Des Moines did adopt transfer amounts in the FY 2019-2020 Budget; and

WHEREAS, Exhibit A represents the transfers to be authorized at this time.

THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, IOWA, that the Accounting Manager be instructed to transfer the appropriate amounts to each fund for the purpose stated in Exhibit A attached.

PASSED AND APPROVED this 6th day of January, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

EXHIBIT A

	From	Fund #	To	Fund #	Amount	Purpose
1	General	100	DCLHTF	460	\$4,949.28	Charge FY20 WDM share of program expenses
2	General	100	Metro Home Improvement	115	7,737.00	Charge FY20 WDM share of program expenses
3	Microsoft Alluvion TIF	330	Debt Service	200	270,806.25	2015A 12-19 Interest Payment
4	Microsoft Alluvion TIF	330	Debt Service	200	114,523.75	2015B 12-19 Interest Payment
5	Microsoft Alluvion TIF	330	Debt Service	200	149,900.00	2016D 12-19 Interest Payment
6	Mills TIF	341	Debt Service	200	110,375.00	2016B 12-19 Interest Payment
7	Mills TIF	341	Debt Service	200	61,125.00	2017B 12-19 Interest Payment
8	Mills TIF-Aviva Sub #6	350	Debt Service	200	6,150.00	2015C 12-19 Interest Payment
9	Mills TIF-Microsoft Mountain Sub #7	351	Debt Service	200	111,862.50	2016B 12-19 Interest Payment
10	Mills TIF-Microsoft Sub #7	351	Debt Service	200	60,931.25	2017E 12-19 Interest Payment
11	Woodland Hills TIF-Booneville Rd	352	Debt Service	200	118,961.11	2019D 12-19 Interest Payment
12	Jordan Creek TIF	354	Debt Service	200	115,268.75	2014A 12-19 Interest Payment
13	Ashworth Road TIF	355	Debt Service	200	250,921.88	2018B 12-19 Interest Payment
14	Coachlight TIF	356	Debt Service	200	111,503.13	2018C 12-19 Interest Payment

15	Coachlight TIF	356	Debt Service	200	101,385.28	2019C 12-19 Interest Payment
16	8300 Mills Sammons TIF	357	Debt Service	200	110,575.68	2019B 12-19 Interest Payment
17	Microsoft Osmium TIF	360	Debt Service	200	168,921.88	2017C 12-19 Interest Payment
18	Microsoft Osmium TIF	360	Debt Service	200	433,006.25	2017D 12-19 Interest Payment
19	Microsoft Osmium TIF	360	Debt Service	200	158,746.88	2018E 12-19 Interest Payment
20	Microsoft Osmium TIF	360	Debt Service	200	156,840.84	2019A 12-19 Interest Payment
21	Capitalized Interest 2018D	211	Debt Service	200	280,441.25	2018D 12-19 Interest Payment

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

DATE: January 6, 2020

ITEM:

Resolution - Accepting Work
Ashworth Road Improvements – 81st Street to 88th Street

FINANCIAL IMPACT:

The total construction cost for the Ashworth Road Improvements – 81st Street to 88th Street was \$3,489,843.95 which was paid from account no. 500.000.000.5250.490 with ultimate funding intended to come from Road Use Tax and Ashworth Road TIF. The original cost of the project was \$3,482,918.90. There were nine (9) Change Orders on the project that totaled \$6,925.05.

BACKGROUND:

Concrete Technologies, Inc. was working under an agreement dated November 27, 2017 for construction services for the Ashworth Road Improvements – 81st Street to 88th Street. Work on this project included the widening of Ashworth Road from a rural two-lane cross section to an urban five-lane cross section from 81st Street to 88th Street.

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Ashworth Road Improvements – 81st Street to 88th Street.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on November 27, 2017, the City Council entered into a contract with Concrete Technologies, Inc. of Grimes, Iowa, for the following described public improvement:

**Ashworth Road Improvements – 81st Street to 88th Street
Project No. 0510-029-2016**

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 January 6, 2020; and,

WHEREAS, the City has retained \$31,930.34 (0.91%) 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 \$3,489,843.95 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$31,930.34, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **6th** day of **January, 2020**.

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

Project Title	Ashworth Rd - 81st Street to 88th Street	
WDM Project File Number	0510-029-2016	
Purchase Order Number	2018-0000466	
Orig. Contract Amount & Date	\$3,482,918.90	11/27/17
Estimated Completion Date	05/24/19	
Pay Period	10/4/19 to 1/6/20	
Pay Request Number	Retainage	
Date	02/03/20	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
SECTION 1000 - GENERAL							
1.01	TRAFFIC CONTROL	LS	1	\$71,500.00	\$71,500.00	1.00	\$71,500.00
1.02	REMOVE AND REPLACE MAILBOX	EA	15	\$354.00	\$5,310.00	15.00	\$5,310.00
1.03	REMOVALS, AS PER PLAN	LS	1	\$3,535.00	\$3,535.00	1.00	\$3,535.00
1.04	PERMANENT ROAD CLOSURE - URBAN (SI-182) W/ TYPE 3 OBJECT MARKERS (CO#9)	EA	1.67	\$657.00	\$1,097.19	1.67	\$1,097.19
1.05	SAFETY FENCE	LF	100	\$8.10	\$810.00	100.00	\$810.00
1.06	FLAGGERS (CO#1) (CO#9)	DAY	1	\$426.00	\$426.00	1.00	\$426.00
1.07	REMOVAL AND EXPORT OF WASTE MATERIAL (CO#2) (CO#9)	CY	640	\$20.90	\$13,376.00	640.00	\$13,376.00
SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE							
2.01	CLEARING AND GRUBBING	AC	12	\$1,850.00	\$22,200.00	12.00	\$22,200.00
2.02	TOPSOIL, ON-SITE	CY	9200	\$8.10	\$74,520.00	9,200.00	\$74,520.00
2.03	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	7800	\$3.10	\$24,180.00	7,800.00	\$24,180.00
2.04	EMBANKMENT IN PLACE - CONTRACTOR SUPPLY AND PLACE	CY	35100	\$9.10	\$319,410.00	35,100.00	\$319,410.00
2.05	BELOW GRADE EXCAVATION (CORE OUT) (CO#9)	CY	426.1	\$2.25	\$958.73	426.10	\$958.73
2.06	SUBGRADE PREPARATION	SY	24452	\$2.70	\$66,020.40	24,452.00	\$66,020.40
2.07	SUBGRADE TREATMENT, FLY ASH (CO#9)	SY	0	\$9.10	\$0.00		\$0.00
2.08	SUBBASE, GRANULAR SUBBASE, 4 IN. (CO#9)	SY	0	\$8.60	\$0.00		\$0.00
2.09	REMOVAL OF KNOWN BOX CULVERT	LF	115	\$55.50	\$6,382.50	115.00	\$6,382.50
2.10	REMOVAL OF KNOWN PIPE CULVERT AND STORM SEWER, LESS THAN OR EQUAL TO 30 IN. DIA.	LF	758	\$16.20	\$12,279.60	758.00	\$12,279.60
2.11	FILLING AND PLUGGING OF KNOWN PIPE CULVERTS, PIPES, AND CONDUITS, STANDPIPE (CO#9)	LS	0	\$1,010.00	\$0.00		\$0.00
2.12	ADDITIONAL EXCAVATION AND STUMP REMOVAL AT MTM PROPERTY (CO#9)	LS	1	\$6,490.00	\$6,490.00	1.00	\$6,490.00
2.13	REGRADEING GIOFREDDI PROPERTY (CO#8)	LS	1	\$2,750.00	\$2,750.00	1.00	\$2,750.00
SECTION 3010 - TRENCH EXCAVATION AND BACKFILL							
3.01	TRENCH FOUNDATION (CO#9)	TON	169.98	\$36.40	\$6,187.27	169.98	\$6,187.27
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (CO#9)	CY	0	\$15.15	\$0.00		\$0.00
3.03	ADDITIONAL CREW TIME FOR CENTURYLINK CONFLICT (CO#3)	LS	1	\$23,172.19	\$23,172.19	1.00	\$23,172.19
SECTION 4020 - STORM SEWERS							
4.01	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1460	\$56.50	\$82,490.00	1,460.00	\$82,490.00
4.02	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	646	\$59.75	\$38,598.50	646.00	\$38,598.50
4.03	STORM SEWER, TRENCHED, RCP, 24 IN. DIA. (CO#9)	LF	983.5	\$66.75	\$65,648.63	983.50	\$65,648.63
4.04	STORM SEWER, TRENCHED, RCP, 30 IN. DIA. (CO#9)	LF	294	\$83.50	\$24,549.00	294.00	\$24,549.00
4.05	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	349	\$101.00	\$35,249.00	349.00	\$35,249.00
4.06	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	303	\$138.50	\$41,965.50	303.00	\$41,965.50
4.07	STORM SEWER, TRENCHED, RCP, 48 IN. DIA.	LF	240	\$153.50	\$36,840.00	240.00	\$36,840.00
SECTION 4030 - PIPE CULVERTS							
4.08	PIPE APRON, RCP, 15 IN. DIA.	EA	4	\$910.00	\$3,640.00	4.00	\$3,640.00
4.09	PIPE APRON, RCP, 18 IN. DIA.	EA	1	\$935.00	\$935.00	1.00	\$935.00
4.10	PIPE APRON, RCP, 30 IN. DIA.	EA	1	\$1,110.00	\$1,110.00	1.00	\$1,110.00
4.11	PIPE APRON, RCP, 48 IN. DIA.	EA	1	\$2,020.00	\$2,020.00	1.00	\$2,020.00
4.12	FOOTING FOR CONCRETE PIPE APRON, RCP, 15 IN. DIA.	EA	4	\$305.00	\$1,220.00	4.00	\$1,220.00

4.13	FOOTING FOR CONCRETE PIPE APRON, RCP, 18 IN. DIA.	EA	1	\$305.00	\$305.00	1.00	\$305.00
4.14	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 IN. DIA.	EA	1	\$340.00	\$340.00	1.00	\$340.00
4.15	FOOTING FOR CONCRETE PIPE APRON, RCP, 48 IN. DIA.	EA	1	\$505.00	\$505.00	1.00	\$505.00
4.16	PIPE APRON GUARD	EA	7	\$810.00	\$5,670.00	7.00	\$5,670.00
SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS							
4.17	SUBDRAIN, CASE A - TYPE 1, 6 IN. DIA. (CO#9)	LF	3517	\$9.50	\$33,411.50	3,517.00	\$33,411.50
4.18	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA.	EA	12	\$305.00	\$3,660.00	12.00	\$3,660.00
4.19	SUBDRAIN OUTLETS AND CONNECTIONS, INTAKE OR MANHOLE, CMP, 8 IN. DIA.	EA	22	\$355.00	\$7,810.00	22.00	\$7,810.00
4.20	SUBDRAIN OUTLETS AND CONNECTIONS, RCP STORM SEWER COLLAR, 6 IN. DIA. (CO#9)	EA	0	\$355.00	\$0.00		\$0.00
4.21	SUBDRAIN OUTLETS AND CONNECTIONS, RCBC WINGWALL, CMP, 8 IN. DIA.	EA	2	\$355.00	\$710.00	2.00	\$710.00
4.22	STORM SEWER SERVICE STUB, PVC, 2 IN. DIA. (CO#9)	LF	0	\$39.00	\$0.00		\$0.00
4.24	SUMP PUMP LINES AND CONNECTIONS (CO#7)	LS	1	\$6,789.75	\$6,789.75	1.00	\$6,789.75
4.25	INTAKE AT MCCLURE RESIDENCE (CO#9)	LS	1	\$3,000.25	\$3,000.25	1.00	\$3,000.25
SECTION 4010 - SANITARY SEWERS							
4.23	SANITARY SERVICE RELOCATION (CO#1)	LS	1	\$16,287.79	\$16,287.79	1.00	\$16,287.79
SECTION 5010 - PIPE AND FITTINGS							
5.01	WATER MAIN, TRENCHED, PVC, 16 IN. DIA.	LF	2518	\$50.50	\$127,159.00	2,518.00	\$127,159.00
5.02	WATER MAIN, TRENCHED, DIP, 16 IN. DIA. (CO#9)	LF	208	\$79.00	\$16,432.00	208.00	\$16,432.00
5.03	FITTING, MECHANICAL JOINT, 16 IN. DIA. (CO#9)	LB	2599	\$6.60	\$17,153.40	2,599.00	\$17,153.40
5.04	WATER SERVICE STUB, TYPE K COPPER, 1 IN. DIA.	EA	1	\$1,615.00	\$1,615.00	1.00	\$1,615.00
SECTION 5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES							
5.05	VALVE, GATE, 16 IN. DIA.	EA	6	\$5,600.00	\$33,600.00	6.00	\$33,600.00
5.06	FIRE HYDRANT ASSEMBLY	EA	6	\$4,395.00	\$26,370.00	6.00	\$26,370.00
5.07	VALVE BOX EXTENSION (CO#9)	EA	0	\$210.00	\$0.00		\$0.00
5.08	REMOVE BLOWOFF (CO#9)	EA	0	\$325.00	\$0.00		\$0.00
5.09	REMOVE BLOWOFF HYDRANT, SALVAGE AND REINSTALL	EA	2	\$1,295.00	\$2,590.00	2.00	\$2,590.00
5.10	RELOCATE FIRE HYDRANT	EA	1	\$1,695.00	\$1,695.00	1.00	\$1,695.00
5.11	VALVE BOX ADJUSTMENT (CO#9)	EA	0	\$210.00	\$0.00		\$0.00
SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS							
6.01	MANHOLE TYPE SW-401, 48 IN. DIA.	EA	4	\$2,600.00	\$10,400.00	4.00	\$10,400.00
6.02	MANHOLE TYPE SW-401, 60 IN. DIA.	EA	1	\$3,880.00	\$3,880.00	1.00	\$3,880.00
6.03	MANHOLE TYPE SW-401, 72 IN. DIA.	EA	1	\$5,715.00	\$5,715.00	1.00	\$5,715.00
6.04	INTAKE TYPE SW-501	EA	8	\$2,675.00	\$21,400.00	8.00	\$21,400.00
6.05	INTAKE TYPE SW-503	EA	10	\$4,125.00	\$41,250.00	10.00	\$41,250.00
6.06	INTAKE TYPE SW-505	EA	7	\$3,890.00	\$27,230.00	7.00	\$27,230.00
6.07	INTAKE TYPE SW-506	EA	1	\$5,945.00	\$5,945.00	1.00	\$5,945.00
6.08	INTAKE TYPE SW-506, MODIFIED, 1 FOOT EXTENSION	EA	2	\$10,050.00	\$20,100.00	2.00	\$20,100.00
6.09	INTAKE TYPE SW-506, MODIFIED, 2 FOOT EXTENSION	EA	4	\$9,770.00	\$39,080.00	4.00	\$39,080.00
6.10	INTAKE TYPE SW-512, 24 IN. DIA.	EA	3	\$2,015.00	\$6,045.00	3.00	\$6,045.00
6.11	INTAKE TYPE SW-513, 4 FT X 4 FT	EA	2	\$3,950.00	\$7,900.00	2.00	\$7,900.00
6.12	REMOVE MANHOLE	EA	1	\$390.00	\$390.00	1.00	\$390.00
SECTION 7010 - PORTLAND CEMENT CONCRETE PAVEMENT							
7.01	PAVEMENT, PCC, 9 1/2 IN. REINFORCED (CO#9)	SY	22186	\$48.50	\$1,076,021.00	22,186.00	\$1,076,021.00
7.02	PAVEMENT, PCC, 8 IN. (CO#9)	SY	689	\$65.00	\$44,785.00	689.00	\$44,785.00
7.03	PAVEMENT, PCC, 7 IN. REINFORCED (CO#9)	SY	236.2	\$64.00	\$15,116.80	236.20	\$15,116.80
7.04	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00
7.18	HOT WATER FOR PCC MIX (CO#6)	SY	1469	\$1.25	\$1,836.25	1,469.00	\$1,836.25
7.19	PCC COLD WEATHER PROTECTION - BURLAP FIRST LAYER (CO#6)	SY	1969	\$5.00	\$9,845.00	1,969.00	\$9,845.00
7.20	PCC COLD WEATHER PROTECTION - BURLAP ADDITIONAL LAYER (CO#6)	SY	2494	\$1.75	\$4,364.50	2,494.00	\$4,364.50



SECTION 7030 - SIDEWALKS, SHARED USE PATHS AND DRIVEWAYS							
7.05	REMOVAL OF SIDEWALK (CO#9)	SY	62	\$15.25	\$945.50	62.00	\$945.50
7.06	REMOVAL OF DRIVEWAY (CO#9)	SY	2023	\$8.10	\$16,386.30	2,023.00	\$16,386.30
7.07	SHARED USE PATH, PCC, 6 IN. REINFORCED (CO#9)	SY	3343.5	\$35.50	\$118,694.25	3,343.50	\$118,694.25
7.08	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	4020	\$2.55	\$10,251.00	4,020.00	\$10,251.00
7.09	SIDEWALK, PCC, 4 IN. (CO#9)	SY	0	\$53.50	\$0.00		\$0.00
7.10	SIDEWALK, PCC, 6 IN. (CO#9)	SY	25.62	\$53.50	\$1,370.67	25.62	\$1,370.67
7.11	DETECTABLE WARNING	SF	16	\$43.00	\$688.00	16.00	\$688.00
7.12	DRIVEWAY, PAVED, PCC, 6 IN. (CO#9)	SY	2464.39	\$41.00	\$101,039.99	2,464.39	\$101,039.99
7.13	DRIVEWAY, PAVED, PCC, 6 IN. REINFORCED (CO#9)	SY	97.3	\$51.50	\$5,010.95	97.30	\$5,010.95
7.14	DRIVEWAY, GRANULAR (CO#3) (CO#9)	TON	177.27	\$27.50	\$4,874.93	177.27	\$4,874.93
7.15	DRIVEWAY, GRANULAR (TEMPORARY ACCESS) (CO#9)	TON	1863.1	\$30.50	\$56,824.55	1,863.10	\$56,824.55
7.16	GRANULAR SHOULDER (CO#9)	TON	75.73	\$28.50	\$2,158.31	75.73	\$2,158.31
7.21	REVISIONS TO MAKOHONIAK DRIVEWAY (CO#9)	LS	1	\$5,993.68	\$5,993.68	1.00	\$5,993.68
SECTION 7040 - PAVEMENT REHABILITATION							
7.17	PAVEMENT REMOVAL	SY	9077	\$9.10	\$82,600.70	9,077.00	\$82,600.70
SECTION 8020 - PAVEMENT MARKINGS							
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	108	\$41.50	\$4,482.00	108.00	\$4,482.00
8.02	PAINTED SYMBOLS AND LEGENDS (CO#9)	EA	13	\$107.00	\$1,391.00	13.00	\$1,391.00
SECTION 9010 - SEEDING							
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING - URBAN TEMP. EROSION CONTROL MIXTURE (CO#9)	AC	0	\$610.00	\$0.00		\$0.00
9.02	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - PERMANENT LAWN MIXTURE (CO#5)	AC	0	\$2,500.00	\$0.00		\$0.00
9.17	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - RESCUE SEED MIXTURE (CO#5) (CO#9)	AC	10.22	\$2,625.00	\$26,827.50	10.22	\$26,827.50
9.18	OVER SEEDING AND FERTILIZING (CO#9)	AC	8.72	\$975.00	\$8,502.00	8.72	\$8,502.00
SECTION 9040 - EROSION AND SEDIMENT CONTROL							
9.03	SWPPP PREPARATION	LS	1	\$1,110.00	\$1,110.00	1.00	\$1,110.00
9.04	SWPPP MANAGEMENT	LS	1	\$4,400.00	\$4,400.00	1.00	\$4,400.00
9.05	FILTER SOCK, 8 IN. DIA. (CO#9)	LF	9386	\$1.45	\$13,609.70	9,386.00	\$13,609.70
9.06	FILTER SOCK, REMOVAL (CO#9)	LF	6886	\$0.10	\$688.60	6,886.00	\$688.60
9.07	RIP RAP, CLASS C REVETMENT (CO#9)	TON	723.41	\$52.50	\$37,979.03	723.41	\$37,979.03
9.08	SILT FENCE OR SILT FENCE DITCH CHECK (CO#9)	LF	1759	\$1.50	\$2,638.50	1,759.00	\$2,638.50
9.09	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT (CO#9)	LF	0	\$0.10	\$0.00		\$0.00
9.10	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE (CO#9)	LF	1759	\$0.10	\$175.90	1,759.00	\$175.90
9.11	STABILIZED CONSTRUCTION ENTRANCE (CO#3)	TON	0	\$32.50	\$0.00		\$0.00
9.12	DUST CONTROL, CALCIUM CHLORIDE (CO#9)	SY	0	\$0.30	\$0.00		\$0.00
9.13	EROSION CONTROL MULCHING, HYDROMULCHING	AC	13	\$1,165.00	\$15,145.00	13.00	\$15,145.00
9.14	INLET PROTECTION DEVICE, DROP-IN INTAKE PROTECTION (CO#9)	EA	39	\$122.00	\$4,758.00	39.00	\$4,758.00
9.15	INLET PROTECTION DEVICE, MAINTENANCE (CO#9)	EA	39	\$20.25	\$789.75	39.00	\$789.75
SECTION 9060 - CHAIN LINK FENCE							
9.16	CHAIN LINK FENCE, BLACK PVC COATED, 6 FT HEIGHT ON WALL	LF	100	\$100.00	\$10,000.00	100.00	\$10,000.00
SECTION 10010 - DEMOLITION							
11.01	DEMOLITION WORK	LS	1	\$2,525.00	\$2,525.00	1.00	\$2,525.00
11.02	PLUG OR ABANDON WELL	EA	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00
SECTION 11010 - CONSTRUCTION SURVEY							
11.03	CONSTRUCTION SURVEY	LS	1	\$25,700.00	\$25,700.00	1.00	\$25,700.00
11.04	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	\$1,110.00	\$1,110.00	1.00	\$1,110.00
SECTION 11030 - TEMPORARY SERVICES DURING CONSTRUCTION							
11.05	MAINTENANCE OF POSTAL SERVICE	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00
11.06	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00

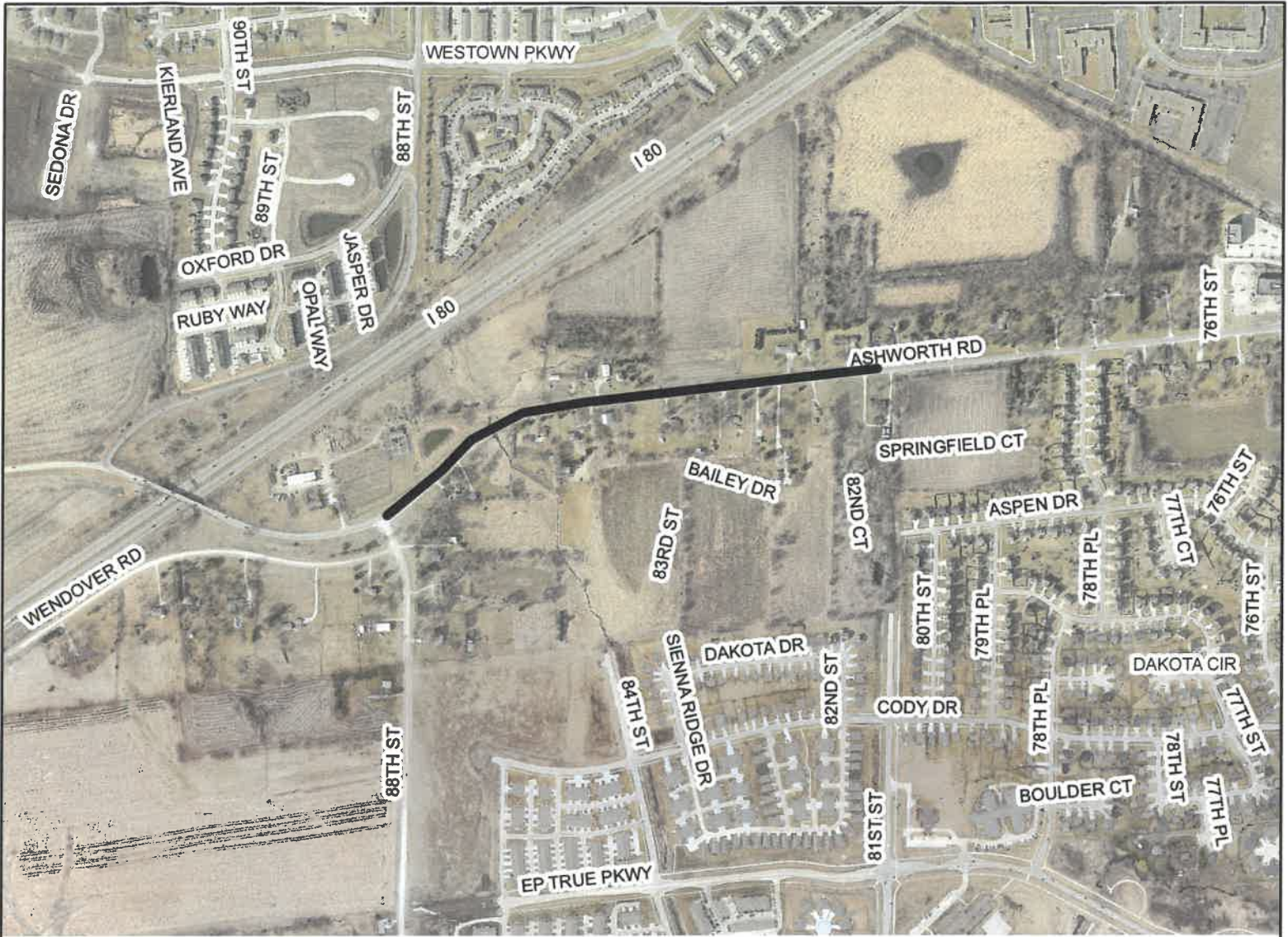
SECTION 11050 - CONCRETE WASHOUT							
11.07	CONCRETE WASHOUT	LS	1	\$10,800.00	\$10,800.00	1.00	\$10,800.00
BOX CULVERT							
12.01	STRUCTURAL CONCRETE (RCB CULVERT)	CY	284.8	\$515.00	\$146,672.00	284.80	\$146,672.00
12.02	REINFORCING STEEL	LB	41698	\$1.40	\$58,377.20	41,698.00	\$58,377.20
12.03	GRANULAR BEDDING (CO#1) (CO#9)	TON	721.32	\$25.50	\$18,393.66	721.32	\$18,393.66
12.04	GRANULAR BACKFILL (CO#9)	TON	1172.82	\$27.50	\$32,252.55	1,172.82	\$32,252.55
TOTAL					\$3,489,843.95		\$3,489,843.95

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

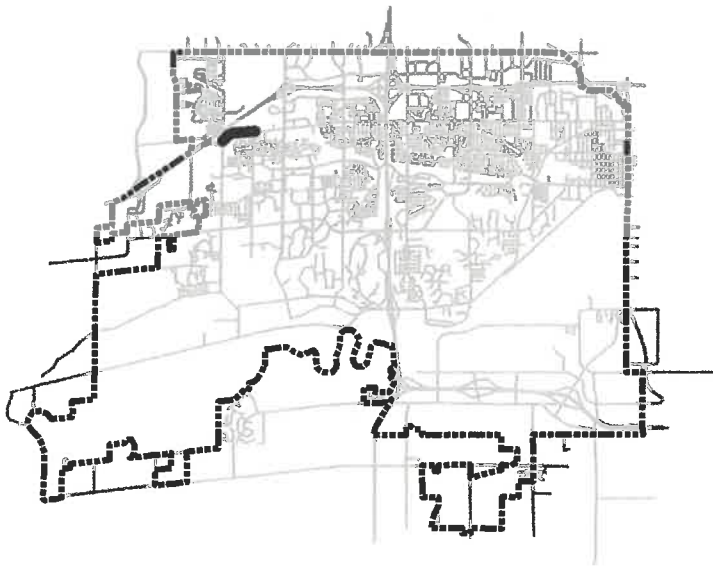
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$3,482,918.90	\$3,489,843.95
Approved Change Order 1	\$23,703.64	
Approved Change Order 2	\$6,270.00	
Approved Change Order 3	(\$915.31)	
Approved Change Order 4	\$0.00	
Approved Change Order 5	\$1,625.00	
Approved Change Order 6	\$16,045.75	
Approved Change Order 7	\$6,789.75	
Approved Change Order 8	\$6,490.00	
Approved Change Order 9	(\$53,083.78)	
Revised Contract Price	\$3,489,843.95	\$3,489,843.95
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$3,489,843.95
Total Previously Approved (list each)	Pay Request 1	\$79,041.66
	Pay Request 2	\$88,500.93
	Pay Request 3	\$343,711.31
	Pay Request 4	\$105,609.96
	Pay Request 5	\$224,360.89
	Pay Request 6	\$88,129.34
	Pay Request 7	\$117,710.02
	Pay Request 8	\$95,328.00
	Pay Request 9	\$152,939.59
	Pay Request 10	\$524,656.21
	Pay Request 11	\$403,360.56
	Pay Request 12	\$205,260.97
	Pay Request 13	\$35,621.50
	Pay Request 14	\$5,886.20
	Pay Request 15	\$184,836.03
	Pay Request 16	\$8,137.48
	Pay Request 17	\$194,826.61
	Pay Request 18	\$231,349.97
	Pay Request 19	\$125,071.62
	Pay Request 20	\$26,703.63
	Pay Request 21	\$6,450.27
	Pay Request 22	\$58,258.82
	Pay Request 23	\$21,438.18
	Pay Request 24	\$1,485.47
	Pay Request - Partial Retainage	\$92,561.86
Pay Request 25	\$36,676.53	
	Total Previously Approved	\$3,457,913.61
	Amount Due This Request	\$31,930.34
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$31,930.34** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Concrete Technologies Inc.	Recommended By: McClure Engineering Company	Checked By:  City of West Des Moines
Signature: Name: Trent Petersen	Signature: Name: Thomas Storie, P.E.	Signature:  Name: Brian Hemesath, P.E.
Title: Project Manager	Title: Project Manager	Title: City Engineer
Date:	Date:	Date:



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Ashworth Road Improvements Phase 2

LOCATION:

Ashworth Road, 81st St. to 88th St.

DRAWN BY: JDR

DATE: 1/25/2017

PROJECT: 0510-029-2016

SHT. 1 of 1

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

DATE: January 6, 2020

ITEM:

Resolution - Accepting Work
Grand Avenue Stormwater Pumps

FINANCIAL IMPACT:

The total construction cost for the Grand Avenue Stormwater Pumps was \$167,555.42 which was paid from account no. 660.000.000.5250.490 with ultimate funding intended to come from Stormwater Utility Fees. The original cost of the project was \$162,470.00. There were two (2) Change Orders on the project that totaled \$5,085.42.

BACKGROUND:

Vanderpool Construction, Inc. was working under an agreement dated February 19, 2019 for construction services for the Grand Avenue Stormwater Pumps. Work on this project included construction of an access drive and stormwater pump pad near the drainage channel along the north side of Grand Avenue just west of Scenic Valley Drive and the Raccoon River Regional Park Entrance. The stormwater pump pad accommodates two (2) new tractor PTO-driven stormwater pumps during times when the Raccoon River is in flood condition and the water levels in the detention basin on the north side of Grand Avenue within The Preserve on Grand development are elevated or expected to be elevated. New 20" pump discharge piping was constructed under Grand Avenue when it was reconstructed a few years back, in anticipation of this stormwater pump station.

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Grand Avenue Stormwater Pumps.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on February 19, 2019, the City Council entered into a contract with Vanderpool Construction, Inc. of Indianola, Iowa, for the following described public improvement:

**Grand Avenue Stormwater Pumps
Project No. 0510-073-2017**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on January 6, 2020; and,

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

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$167,555.42 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$8,377.76, 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 **6th** day of **January, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



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

RETAINAGE

Contractor: Vanderpool Construction, Inc.
 1100 North 14th Street
 Indianola, IA 50125

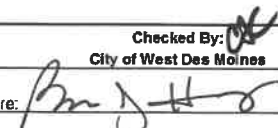
Project Title	Grand Avenue Stormwater Project		
City of West Des Moines Project File No.	0510-073-2017	Foth Project Number	17W056.01
Purchase Order Number	2019-00000576		
Orig. Contract Amount & Date	\$162,470.00	2/19/2019	
Notice to Proceed Date	2/20/2019		
Estimated Completion Date	9/30/2019		
Pay Period	10/31/19/2019	to	1/6/2020
Pay Request Number	Retainage		
Date	2/3/2020		

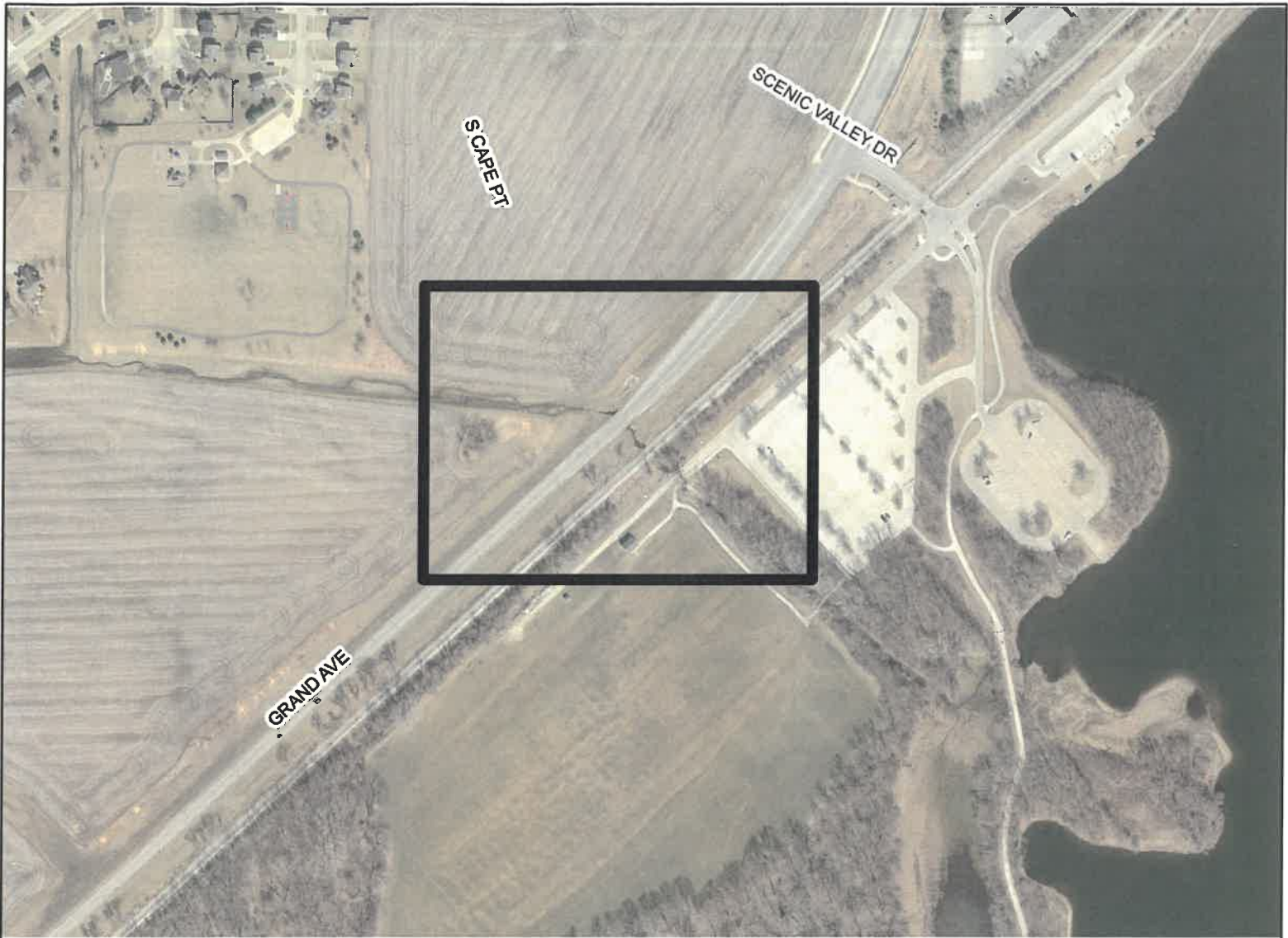
BID ITEMS							
Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 1 - GENERAL							
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE							
2.1	CLEARING AND GRUBBING	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00
2.2	TOPSOIL, ON-SITE	CY	334	\$13.50	\$4,509.00	334.00	\$4,509.00
2.3	TOPSOIL, IMPORT	CY	61	\$68.50	\$4,178.50	61.00	\$4,178.50
2.4	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	495	\$7.50	\$3,712.50	495.00	\$3,712.50
2.5	EXCAVATION, CLASS 10, WASTE	CY	744	\$16.50	\$12,276.00	744.00	\$12,276.00
2.6	SUBGRADE PREPARATION, 6 IN.	SY	485	\$5.00	\$2,425.00	485.00	\$2,425.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION							
DIVISION 4 - SEWERS AND DRAINS							
DIVISION 5 - WATER MAIN AND APPURTENANCES							
5.1	WATER MAIN, TRENCHED, RESTRAINED JOINT, C151, CLASS 52, 16 IN.	LF	41	\$375.00	\$15,375.00	41.00	\$15,375.00
5.2	WATER MAIN, TRENCHED, RESTRAINED JOINT, C151, CLASS 52, 20 IN.	LF	54	\$380.00	\$20,520.00	54.00	\$20,520.00
5.3	WATER MAIN FITTINGS	LB	2804	\$9.50	\$26,638.00	2804.00	\$26,638.00
5.4	VALVE, BUTTERFLY WITH HANDWHEEL, 16 IN.	EA	2	\$6,900.00	\$13,800.00	2.00	\$13,800.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER							
DIVISION 7 - STREETS & RELATED WORK							
7.1	CURB AND GUTTER, REINFORCED PCC, 9 IN.	LF	30	\$63.00	\$1,890.00	30.00	\$1,890.00
7.2	DRIVEWAY, PAVED, REINFORCED PCC, 8 IN.	SY	456	\$74.00	\$33,744.00	465.33	\$34,434.42
7.3	PAVEMENT REMOVAL	SY	44	\$23.00	\$1,012.00	44.00	\$1,012.00
7.4	CURB GRINDING	LF	70	\$17.00	\$1,190.00	70.00	\$1,190.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL							
8.1	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
DIVISION 9 - SITEWORK AND LANDSCAPING							
9.1	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 1 (PERM. LAWN MIX.)	ACRE	0.5	\$4,600.00	\$2,300.00	0.50	\$2,300.00
9.2	HYDRAULIC SEEDING, FERT. & MULCH., TYPE 2 (PERM. COOL SEASON MIX.)	ACRE	0.5	\$4,500.00	\$2,250.00	0.00	\$0.00
9.3	FILTER SOCK, INSTALLATION & MAINTENANCE	LF	250	\$2.50	\$625.00	265.00	\$662.50
9.4	FILTER SOCK, REMOVAL OF DEVICE	LF	250	\$0.50	\$125.00	265.00	\$132.50
9.5	SILT FENCE, INSTALLATION & MAINTENANCE	LF	500	\$2.50	\$1,250.00	0.00	\$0.00
9.6	SILT FENCE, REMOVAL OF DEVICE	LF	500	\$0.50	\$250.00	0.00	\$0.00
9.7	INLET PROTECTION DEVICE	EA	1	\$200.00	\$200.00	0.00	\$0.00
9.8	COMBINED CONCRETE RETAINING WALL, TYPE A	CY	1.5	\$3,600.00	\$5,250.00	1.50	\$5,250.00
DIVISION 10 - DEMOLITION							

DIVISION 11 - MISCELLANEOUS								
11.1	CONSTRUCTION SURVEY	LS	1	\$1,700.00	\$1,700.00	1.00	\$1,700.00	
11.2	CONCRETE WASHOUT	LS	1	\$400.00	\$400.00	1.00	\$400.00	
11.3	PUMP GAUGE	LS	1	\$1,350.00	\$1,350.00	1.00	\$1,350.00	
DIVISION 12 - STRUCTURES								
CHANGE ORDER 1								
CO1.1	GATE, STEEL SWING, 32-FT	LS	1	\$4,900.00	\$4,900.00	1.00	\$4,900.00	
CO1.2	CLASS 10 IMPORT	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	
CHANGE ORDER 2								
CO2.1	REALIGNMENT OF STANDPIPE VALVES	LS	1	\$1,900.00	\$1,900.00	1.00	\$1,900.00	
				TOTAL	\$162,470.00		\$167,555.42	

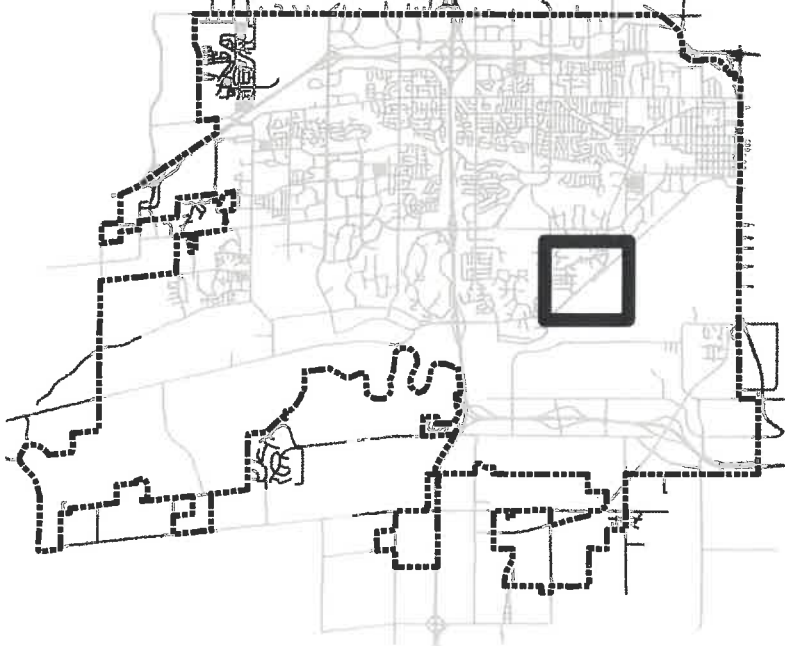
MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			TOTAL
			\$0.00
PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$162,470.00	\$167,555.42
Approved Change Order 1		\$6,400.00	
Approved Change Order 2		-\$1,314.58	
Revised Contract Price		\$167,555.42	\$167,555.42
Materials Stored			\$0.00
Retainage 5.0%			\$0.00
Total Earned Less Retainage			\$167,555.42
Total Previously Approved (list each)	Pay Request 1	\$119,511.43	
	Pay Request 2	\$28,957.35	
	Pay Request 3	\$10,708.88	
Total Previously Approved			\$159,177.65
Amount Due This Request			\$8,377.76
Percent Complete			100.0%
Percent of Contract Period Utilized (In Calendar Days, Based on Notice to Proceed Date & Contract Completion Date)			100.0%

The amount **\$8,377.76** is recommended for approval for payment in accordance with the terms of the Contract.

Contractor: Vanderpool Construction, Inc.	Recommended By: Foth Infrastructure	Checked By: City of West Des Moines
Signature:	Signature:	Signature: 
Name: Jamie Crubaugh	Name: Joshua C. DeBower, P.E.	Name: Brian J. Hemesath, P.E.
Title: Project Manager/Estimator	Title: Lead Civil Engineer	Title: City Engineer
Date:	Date:	Date: 12-26-19



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Grand Avenue Stormwater Pumps

LOCATION:

Grand Avenue West of Park Entrance

DRAWN BY: JDR

DATE: 8/7/2017

PROJECT NUMBER: 0510-073-2017
SUBDIVISION NAME:

SHT. 1 of 1

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

DATE: January 6, 2020

ITEM:

Resolution - Accepting Work
Valley West Drive & Westown Parkway Storm Sewer Improvements

FINANCIAL IMPACT:

The total construction cost for the Valley West Drive & Westown Parkway Storm Sewer Improvements was \$489,750.31 which was paid from account no. 660.000.000.5250.490 with ultimate funding intended to come from Stormwater Utility Fees. The original cost of the project was \$508,508.00. There were four (4) Change Orders on the project that totaled (\$18,757.69).

BACKGROUND:

J & K Contracting, LLC was working under an agreement dated November 12, 2018 for construction services for the Valley West Drive & Westown Parkway Storm Sewer Improvements. Work on this project included storm sewer improvements and necessary pavement reconstruction at the intersection of Valley West Drive & Westown Parkway to address historical localized flooding concerns at this location.

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

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Valley West Drive & Westown Parkway Storm Sewer Improvements.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on November 12, 2018, the City Council entered into a contract with J & K Contracting, LLC of Urbandale, Iowa, for the following described public improvement:

**Valley West Drive & Westown Parkway Storm Sewer Improvements
Project No. 0510-070-2017**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on January 6, 2020; and,

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

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$489,750.31 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$24,487.52, 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 **6th** day of **January, 2020**.

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
 (516) 222-3475 Fax (516) 273-0800

RETAINAGE

Contractor: **J & K Contracting, LLC**
10703 Justin Drive
Urbandale, IA 50322

Project Title	Valley West Drive & Westtown Parkway Storm Water Improvements	
WDM Project File Number	0510-070-2017	
Purchase Order Number	2019-00000394	
Orig. Contract Amount & Date	\$508,508.00	11/07/18
Estimated Completion Date	09/20/19	
Pay Period	10/19/2019 - 11/01/2019	
Pay Request Number	Retainage	
Date	January 6, 2020	

BID ITEMS										
Item No.	Description	Unit	Division I City of WDM	Division II WDMWW	Unit Price	Extended Price	Division I QTY Completed	Division II QTY Completed	Division I Value Completed	Division II Value Completed
1	CLEARING AND GRUBBING	LS	1		\$16,431.80	\$16,431.80	1		\$15,431.80	\$0.00
2	TOPSOIL, ON-SITE	CY	475		\$27.00	\$12,825.00	475		\$12,825.00	\$0.00
3	EXCAVATION, CLASS 10	CY	310		\$13.00	\$4,030.00	310		\$4,030.00	\$0.00
4	SUBGRADE PREPARATION	SY	1,095		\$15.00	\$16,425.00	1,105		\$16,575.00	\$0.00
5	SUBBASE MODIFIED	SY	1,095		\$20.00	\$21,900.00	821		\$16,420.00	\$0.00
6	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 12 IN.	LF	11		\$300.00	\$3,300.00	11		\$3,300.00	\$0.00
7	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 15 IN.	LF	11		\$250.00	\$2,750.00	11		\$2,750.00	\$0.00
8	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 18 IN.	LF	32		\$75.00	\$2,400.00	32		\$2,400.00	\$0.00
9	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 24 IN.	LF	106		\$80.00	\$8,480.00	106		\$8,480.00	\$0.00
10	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 30 IN.	LF	188		\$100.00	\$18,800.00	188		\$18,800.00	\$0.00
11	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 36 IN.	LF	317		\$125.00	\$39,625.00	317		\$39,625.00	\$0.00
12	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 2000D, 42 IN.	LF	11		\$300.00	\$3,300.00	11		\$3,300.00	\$0.00
13	REMOVAL OF STORM SEWER LESS THAN 24"	LF	304		\$30.00	\$9,120.00	304		\$9,120.00	\$0.00
14	APRON, CONCRETE, 36 IN.	EACH	1		\$15,000.00	\$15,000.00	1		\$15,000.00	\$0.00
15	SUBDRAIN, LONGITUDINAL, (SHLD) 6"	LF	410		\$15.00	\$6,150.00	410		\$6,150.00	\$0.00
16	SUBDRAIN CLEANOUT	EACH	2		\$870.00	\$1,740.00	2		\$1,740.00	\$0.00
17	SUBDRAIN OUTLET	EACH	4		\$130.00	\$520.00	4		\$520.00	\$0.00
18	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1		\$3,100.00	\$3,100.00	1		\$3,100.00	\$0.00
19	MANHOLE, STORM SEWER, SW-401, 60 IN.	EACH	1		\$24,000.00	\$24,000.00	1		\$24,000.00	\$0.00
20	MANHOLE, STORM SEWER, SW-404, 5'X10'	EACH	1		\$10,000.00	\$10,000.00	1		\$10,000.00	\$0.00
21	INTAKE, SW-505	EACH	1		\$8,000.00	\$8,000.00	1		\$8,000.00	\$0.00
22	INTAKE, SW-506	EACH	6		\$11,000.00	\$66,000.00	6		\$66,000.00	\$0.00
23	REMOVAL OF INTAKE MANHOLE	EACH	7		\$660.00	\$4,620.00	7		\$4,620.00	\$0.00
24	PAVEMENT, PCC, 10 IN. REINFORCED	SY	730		\$80.00	\$58,400.00	740		\$59,200.00	\$0.00
25	REMOVAL OF SIDEWALK	SY	135		\$16.00	\$2,160.00	149		\$2,384.00	\$0.00
26	SIDEWALK, PCC	SY	135		\$60.00	\$8,100.00	149		\$8,940.00	\$0.00
27	DETECTABLE WARNINGS	SF	10.5		\$61.00	\$640.50	10.0		\$610.00	\$0.00
28	DRIVEWAY, PCC, 7 IN.	SY	192		\$70.00	\$13,440.00	192		\$13,440.00	\$0.00
29	FULL DEPTH PATCHES	SY		55	\$150.00	\$8,250.00			\$0.00	\$0.00
30	PAVEMENT REMOVAL	SY	920	55	\$25.00	\$24,375.00	920		\$23,000.00	\$0.00
31	PAINTED PAVEMENT MARKING, DURABLE	STA	6.74		\$735.00	\$4,953.90	6.74		\$4,953.90	\$0.00
32	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	2		\$345.00	\$690.00	2		\$690.00	\$0.00
33	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1.2		\$4,300.00	\$5,160.00			\$0.00	\$0.00
34	WATERING FOR SOD	MGAL	95		\$46.00	\$4,275.00	73.0		\$3,285.00	\$0.00
35	SOD	SQ	255		\$75.00	\$19,125.00	270		\$20,250.00	\$0.00
36	FILTER SOCK, 6 IN.	LF	2000		\$2.00	\$4,000.00	1,450		\$2,900.00	\$0.00
37	FILTER SOCK, REMOVAL	LF	2000		\$0.35	\$700.00	1,450		\$507.50	\$0.00

38	RIP-RAP, CLASS D	TON	140		\$55.00	\$7,700.00	152.31		\$8,377.05	\$0.00
39	SILT FENCE OR SILT FENCE DITCH CHECK	LF	1680		\$2.00	\$3,380.00			\$0.00	\$0.00
40	SILT FENCE, REMOVAL OF SEDIMENT	LF	840		\$0.35	\$294.00			\$0.00	\$0.00
41	SILT FENCE, REMOVAL OF DEVICE	LF	1680		\$0.35	\$588.00			\$0.00	\$0.00
42	EROSION CONTROL MULCHING, HYDROMULCHING	AC	1.2		\$2,000.00	\$2,400.00	0.6		\$1,200.00	\$0.00
43	INLET PROTECTION DEVICE, DROP IN	EACH	14		\$130.00	\$1,820.00	14		\$1,820.00	\$0.00
44	INLET PROTECTION DEVICE, MAINTENANCE	EACH	14		\$40.00	\$560.00	14		\$560.00	\$0.00
45	CONSTRUCTION SURVEY	LS	1		\$15,000.00	\$15,000.00	1.0		\$15,000.00	\$0.00
46	ABANDONMENT OF WATER MAIN	LS		1	\$4,000.00	\$4,000.00			\$0.00	\$0.00
47	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	24		\$250.00	\$6,000.00	28		\$7,000.00	\$0.00
48	TRAFFIC CONTROL	LS	1		\$15,000.00	\$15,000.00	1.0		\$15,000.00	\$0.00

CHANGE ORDER #1

CO1-1	RELOCATION OF EXISTING CITY FIBER OPTIC	LS	1		\$2,407.20	\$2,407.20	1.0		\$2,407.20	\$0.00
CO1-2	REMOVAL OF SHELL GAS STATION SIGN FOOTING	LS	1		\$716.40	\$716.40	1.0		\$716.40	\$0.00

CHANGE ORDER #2

CO2-1	DRIVEWAY AND CAR WASH SIGN LIGHTING REPAIR	LS	1		\$3,000.00	\$3,000.00	1.0		\$3,000.00	\$0.00
-------	--	----	---	--	------------	------------	-----	--	------------	--------

CHANGE ORDER #3

CO3-1	EROSION STONE	LS	1		\$2,322.66	\$2,322.66	1.0		\$2,322.66	\$0.00
-------	---------------	----	---	--	------------	------------	-----	--	------------	--------

					TOTAL	\$516,954.26			\$489,750.31	\$0.00
--	--	--	--	--	--------------	---------------------	--	--	---------------------	---------------

MATERIALS STORED SUMMARY

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

PAY REQUEST SUMMARY

	Total Approved	Total Completed
Contract Price	\$508,508.00	\$489,750.31
Approved Change Order 1	\$3,123.80	
Approved Change Order 2	\$3,000.00	
Approved Change Order 3	\$2,322.66	
Approved Change Order 4	-\$27,203.95	
Revised Contract Price	\$489,750.31	\$489,750.31
Materials Stored		\$0.00
Retainage (5%)		\$0.00
Total Earned Less Retainage		\$489,750.31
Total Previously Approved (list each)		
Pay Request 1	\$45,886.52	
Pay Request 2	\$53,413.32	
Pay Request 3	\$23,358.13	
Pay Request 4	\$53,803.25	
Pay Request 5	\$79,849.97	
Pay Request 6	\$74,893.00	
Pay Request 7	\$62,339.95	
Pay Request 8	\$39,803.50	
Pay Request 9	\$3,586.25	
Pay Request 10	\$13,509.00	
Pay Request 11	\$13,837.40	
Pay Request 12	\$1,282.50	
Total Previously Approved		\$485,262.79
Amount Due This Request		\$24,487.52
Percent Complete		100%
Percent of Contract Period Utilized		100%

The amount **\$24,487.52** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: J & K Contracting, LLC	Recommended By: Shive Hattery	Checked By: <i>[Signature]</i> City of West Des Moines
Signature:	Signature:	Signature: <i>[Signature]</i> for BJH
Name:	Name: Nathan J. Hardisty	Name: Brian Himesath, P.E.
Title:	Title: Project Engineer	Title: City Engineer
Date:	Date:	Date:



**CITY OF WEST DES MOINES
CONTRACT PURCHASE ORDER**

Contract # 2019-00000073
Purchase Order **Basic** 2019-0000394

Order J & K Contracting, Inc.
from or 10703 Justin Drive
Urbandale, IA 50322

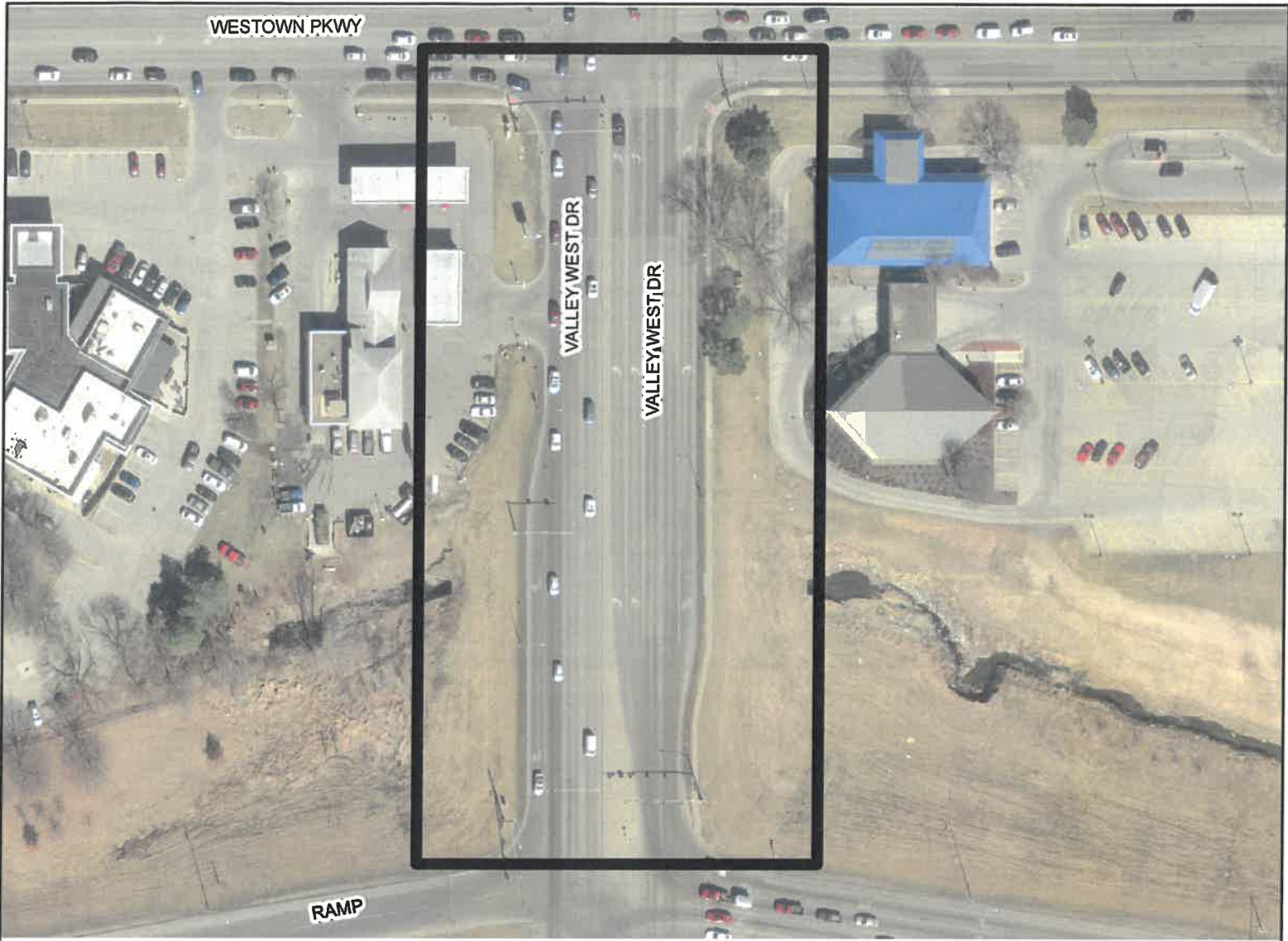
Project Name Valley West Drive & Westown
Parkway Storm Sewer
Improvements

Payee _____
Vendor Number 29878

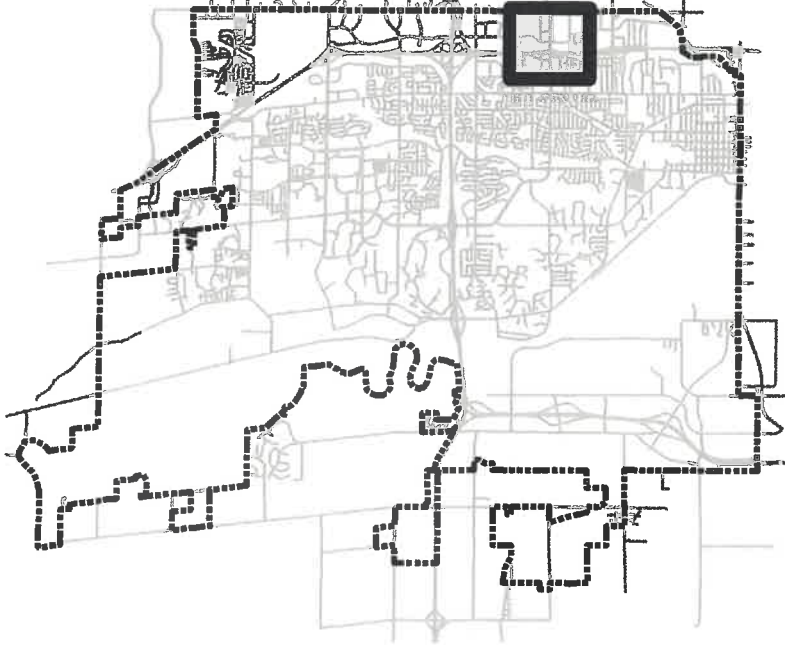
Project File # 0510-070-2017
Budget Code 660.000.000.5250.490

Description of Items			Change Order	Pay Request	Balance
Contract Date: November 12, 2018					\$ 508,508.00
Council Meeting Date	Invoice/ Pay Req. #	Pay Period			
5/20/2019	PR1	04/22/19 to 05/02/19		\$ 45,886.52	\$ 462,621.48
6/3/2019	PR 2	05/03/19 to 05/17/19		\$ 53,413.32	\$ 409,208.16
6/17/2019	PR 3	05/18/19 to 05/31/19		\$ 23,358.13	\$ 385,850.03
7/1/2019	CO 1	6/17/2019	\$ 3,123.60		\$ 388,973.63
7/1/2019	PR 4	06/01/19 to 06/14/19		\$ 53,803.25	\$ 335,170.38
07/15/19	PR5	06/15/19 to 06/30/19		\$ 79,849.97	\$ 255,320.41
08/05/19	PR 6	07/01/19 to 07/19/19		\$ 74,993.00	\$ 180,327.41
08/19/19	PR 7	07/20/19 to 08/02/19		\$ 62,339.95	\$ 117,987.46
09/03/19	PR 8	08/03/19 to 08/16/19		\$ 39,603.50	\$ 78,383.96
09/16/19	CO 2	9/5/2019	\$ 3,000.00		\$ 81,383.96
10/07/19	PR 9	08/17/19 to 09/20/19		\$ 3,586.25	\$ 77,797.71
10/21/19	PR 10	09/21/19 to 10/04/19		\$ 13,509.00	\$ 64,288.71
10/21/19	CO 3	10/7/2019	\$ 2,322.66		\$ 66,611.37
11/04/19	PR 11	10/05/19 to 10/18/19		\$ 13,637.40	\$ 52,973.97
11/18/19	PR 12	10/19/19 to 11/01/19		\$ 1,282.50	\$ 51,691.47
11/18/19	CO 4	11/6/2019	\$ (27,203.95)		\$ 24,487.52
01/20/19	Retainage	12/16/2019		\$ 24,487.52	\$ (0.00)

*Need to
Enter*



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Storm Sewer Improvements

LOCATION:

Valley West Drive & Westtown Parkway

DRAWN BY: JDR

DATE: 07/21/2017

PROJECT NUMBER: 0510-070-2017
SUBDIVISION NAME:

SHT. 1 of 1

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

DATE: January 6, 2020

ITEM: Resolution – Authorizing Application for Surface Transportation Block Grant (STBG) Program Funding – Des Moines Area Metropolitan Planning Organization

FINANCIAL IMPACT: Potentially up to \$2,070,000.

BACKGROUND: The Des Moines Area Metropolitan Planning Organization (MPO) is accepting Surface Transportation Block Grant (STBG) funding applications from member governments, the Iowa Department of Transportation, and the Des Moines Metropolitan Transit Authority. Applications are due January 17, 2020. The STBG program was formerly known as the Surface Transportation Program, or STP. The MPO will evaluate applications from January through March 2020. The STBG funds will then be awarded to successful projects for Federal Fiscal Year 2024.

The future reconstruction of 8th Street from the Interstate 235 South Ramp to Clegg Road is recommended for the STBG grant application. Construction is anticipated in the next 4-5 years.

The STBG program requires the recipient of the funds to commit non-federal matching funds equal to at least 20% of the total project cost. The application currently indicates the City would commit 45% of the funds to the project, although the City may continue to apply for federal funds (including additional STBG funding in future years) in order to reduce the City’s share to closer to 20%.

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

RECOMMENDATION: Staff recommends that the City Council authorize staff to file an application for the below listed project and that the Council authorize the Mayor and the City Manager to act on the City's behalf in filing the application, approve the indicated priority and match amounts for the project, and agree to maintain the completed project for at least twenty years, as indicated in the proposed resolution.

Surface Transportation Block Grant Program:

- 8th Street Widening – Interstate 235 South Ramp to Clegg Road

Lead Staff Member: Jason M. Schlickbernd, P.E. *JMS*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)	
Published in	
Date(s) Published	

SUBCOMMITTEE REVIEW			
Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Attachments: Attachment A - Resolution
Exhibit A - Project Recommendations

Attachment A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE DES MOINES METROPOLITAN PLANNING ORGANIZATION FOR FEDERAL SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FUNDING FOR FFY 2024 AND PLEDGING THAT THE CITY WILL PROVIDE MATCHING FUNDS FOR FEDERAL FUNDS RECEIVED

WHEREAS, the City of West Des Moines is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Surface Transportation Block Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the program is administered by the Des Moines Area Metropolitan Planning Organization which prioritizes and ranks all project applications; and

WHEREAS, the City Council of the City of West Des Moines, on January 6, 2020, directed staff to file an application for Surface Transportation Block Grant (STBG) program funding for Federal Fiscal Year 2024;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council authorizes the City Manager and the Mayor to sign the application to the Des Moines Metropolitan Planning Organization and sign all pertinent papers on behalf of the City as they relate to this application.

SECTION 2. The City of West Des Moines supports and approves the application for a Federal Surface Transportation Block Grant for the project identified in Exhibit A.

SECTION 3. The City of West Des Moines pledges matching funds for federal funds received, as required by the Federal Surface Transportation Block Grant Program.

SECTION 4. The City of West Des Moines accepts and agrees to maintain improvements partially funded by the Federal Surface Transportation Block Grant Program for a minimum of twenty (20) years upon completion of the project.

PASSED AND ADOPTED this 6th day of January, 2020.

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 January 6, 2020, by the following vote:

ATTEST:

Ryan Jacobson, City Clerk

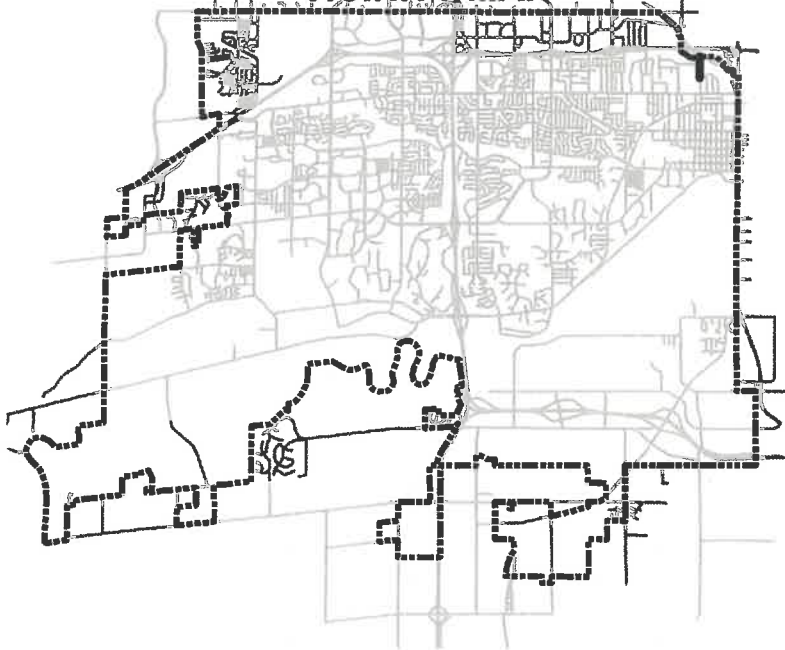
Exhibit A

**City of West Des Moines
Surface Transportation Block Grant Program Applications
January 2020
For Federal Fiscal Year 2024**

Surface Transportation Program	Total Est. Cost	STP/STBG Funds Already Awarded	STP/STBG Funds Request	Other Grants Already Awarded	City Match	Match Percent
8 th Street Widening – I-235 South Ramp to Clegg Road	\$4,570,000	\$1,000,000	\$1,500,000	\$0	\$2,070,000	45%



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Surface Transportation Block Grant Program

LOCATION:

8th Street - I-235 South Ramp to Clegg Road

DRAWN BY: REF

DATE: 11/19/2018

PROJECT: STBGP

SHT. 1 of 1

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

ITEM: Approval of HQJP Contract Amendment-
Innovative Injection Technologies, Inc.

DATE: January 6, 2020

RESOLUTION: Approval of Contract Amendment

FINANCIAL IMPACT: None beyond the original financial commitment of a five-year sliding scale property tax rebate of the incremental increase of the property following improvements.

BACKGROUND: On May 31, 2016, the City Council approved the submission of a High Quality Job Program ("HQJP") application to the State of Iowa on behalf of Innovative Injection Technologies, Inc ("I2Tech"). On September 19, 2016, the City Council approved the contract with the State of Iowa and I2Tech whereby the City committed to provide a five-year sliding scale rebate not to exceed \$258,000 to meet the local match requirement of the HQJP contract. As a requirement of the Program, I2Tech was required to create a minimum of 36 new jobs.

On November 22, 2019, the Iowa Economic Development Authority Board approved a request from I2Tech to extend the completion date for the HQJP jobs to be created to from June 30, 2019, to December 31, 2019.

City staff has confirmed with the Iowa Economic Development Authority that the City Council approval date (proposed: January 6, 2020) does not affect the validity of the contract, due to the expiration of the contract in 2019.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Amendment to the State of Iowa contract and authorizing the Mayor to sign the Amendment on behalf of the City.

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

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	<i>KN</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - High Quality Jobs Program Contract Amendment
- Exhibit II - Resolution

CONTRACT AMENDMENT

RECIPIENT: **Innovative Injection Technologies, Inc.**
MASTER CONTRACT #: **16-TC-063**
AMENDMENT #: **1**
EFFECTIVE DATE: **November 22, 2019**


THIS CONTRACT AMENDMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY** (hereafter "IEDA"), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, **Innovative Injection Technologies ("Recipient")**, 2360 Grand Avenue, West Des Moines, IA 50265 and the **City of West Des Moines ("Community")**, 4200 Civic Parkway, West Des Moines, IA 50265-0320.

WHEREAS, Recipient, has requested that the Project Completion Date be extended.

WHEREAS, the **IEDA BOARD** approved an extension, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

- 1. REVISION OF EXHIBIT D: "JOB OBLIGATIONS."** Exhibit D is amended to revise the Project Completion Date. Details of this change are reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

FOR RECIPIENT:


SIGNATURE
Morgan Endecott, CFO

PRINT/TYPE NAME, TITLE
12/18/19

Date

FOR IEDA:

Deborah V. Durham, Director

Date

FOR COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

EXHIBIT D – JOB OBLIGATIONS

Revised on 11/22/2019

Recipient: Innovative Injection Technologies, Inc.

Community: City of West Des Moines

Contract Number: 16-TC-063

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	June 30, 2019 December 31, 2019			
Maintenance Period Completion Date:	June 30, 2024 December 31, 2019			
Total employment at project location		149	36	185
Average wage of total employment at project location		\$19.98		
Qualifying Laborshed Wage threshold requirement (per hr)		\$26.72 (120%)		
Number of jobs at or above qualifying wage		28	6	34
Average Wage of jobs at or above qualifying wage		\$39.60		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,250 for single coverage or \$4,500 for family coverage.

RESOLUTION**A RESOLUTION OF THE CITY OF WEST DES MOINES, IOWA AUTHORIZING THE MAYOR TO SIGN THE CONTRACT AMENDMENT OF THE STATE OF IOWA'S HIGH QUALITY JOBS PROGRAM AGREEMENT BETWEEN THE IOWA ECONOMIC DEVELOPMENT AUTHORITY, INNOVATIVE INJECTION TECHNOLOGIES, INC., AND THE CITY OF WEST DES MOINES**

WHEREAS, the City Council of the City of West Des Moines on May 31, 2016, authorized staff to file a formal application for financial assistance in support of the expansion of Innovative Injection Technologies, Inc., within the City.

WHEREAS, on September 19, 2016, the City Council approved the contract for financial assistance from the State of Iowa to Innovative Injection Technologies, Inc.

WHEREAS, on November 22, 2019, the Iowa Economic Development Authority Board approved a contract extension to December 31, 2019, for Innovative Injection Technologies, Inc. to create the 36 jobs as stipulated in the original contract.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES AS FOLLOWS:

SECTION 1. The City Council authorizes the Mayor to sign the formal contract amendment between the State of Iowa, Innovative Injection Technologies, Inc., and the City of West Des Moines.

SECTION 2. That Innovative Injection Technologies, Inc., shall have until December 31, 2019, to create 36 jobs within West Des Moines.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Passed and approved on the 6th day of January, 2020.

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

ITEM: Resolution - Approval of Professional Consulting Services Agreement - University Avenue Corridor Study

DATE: January 6, 2020

FINANCIAL IMPACT: The City of West Des Moines has budgeted \$200,000 for this study. The Metropolitan Planning Organization (MPO) has awarded the City of West Des Moines a \$100,000 grant toward the study. The Memorandum of Understanding with the City of Clive has Clive providing a not-to-exceed amount of \$50,000. The total budget for the Request for Proposal is \$350,000. The Agreement for Professional Consulting Services is for \$349,579 with Confluence, Inc.

BACKGROUND: From the mid-1970s until the early 2000s, the University Corridor was one of the strongest retail and office corridors in the State. With the aging of development within the corridor, competition from other areas of the City and the Metro, and the changing nature of retail and office development, the area has lost some of its economic vitality. The City of West Des Moines and the City of Clive would like this area studied for future redevelopment opportunities.

A Request for Proposals was issued publicly and sent specifically to 34 firms across the country. Eight proposals were submitted to the City and from them, four were selected for in person interviews. Based on the proposals and interviews, Confluence, Inc. was chosen as the consultant for the study.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Staff recommends City Council approve the resolution approving the Agreement for Professional Consulting Services with Confluence, Inc. and authorize the City Manager to sign the agreement.

Lead Staff Member: Christine Gordon, AICP, Housing Planner CAG

STAFF REVIEWS

Department Director	Clyde Evans, AICP
Appropriations/Finance	Tim Stiles TS
Legal	DS
Agenda Acceptance	KW

PUBLICATION(S) (if applicable)

Published In	NA
Dates(s) Published	NA

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

ATTACHMENTS:

- Exhibit I - Agreement for Professional Consulting Services
- Exhibit II - Resolution

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
UNIVERSITY AVENUE CORRIDOR STUDY

This Agreement is made and entered into this _____ day of _____, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and _____ Confluence, Inc. _____, (Fed. I.D. # _____ 42-1475404 _____), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Request for Proposal and Attachment 2, Proposal from Confluence.

2. SCHEDULE

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

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses.

i. Basic Services of the Consultant \$ 349,579

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultants' personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverage's set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Confluence
Attn: Chris Shires
Address: 525 17th Street
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement

without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that

the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

CONFLUENCE

CITY OF WEST DES MOINES

BY: _____

BY: _____

Christopher Shires, Principal

Tom Hadden City Manager

Attachment 1 – Request for Proposals

Attachment 2 – Proposal from Confluence

REQUEST FOR PROPOSALS (RFP) - PROFESSIONAL CONSULTING SERVICES

For the City of West Des Moines

PREPARATION OF A REDEVELOPMENT PLAN FOR THE UNIVERSITY AVENUE CORRIDOR

PART I: ADMINISTRATIVE INFORMATION

1.1 PURPOSE

The City of West Des Moines, Iowa are seeking a consultant to develop an intentional plan for the enhancement and redevelopment of the 600 acre University Avenue corridor to increase the economic vitality and desirability of this aging area of the City (See Exhibit I for map of area). The plan will enable a vibrant and sustainable live, work, and play environment, incorporating residential opportunities in proximity to a variety of day and night time uses and amenities connected by a transportation network that allows for vehicle and pedestrian modes of travel to co-exist while increasing and enhancing the presence of the natural environment throughout the area.

1.2 BACKGROUND

The City of West Des Moines originally was incorporated in 1893 around the junction of two (2) railroad lines and associated railroad roundhouse areas. Employment in the City tended to be centered on the railroads and the cement industry.

During the depression the railroads relocated their operations out of the community. Following World War II, West Des Moines experienced some residential growth, but it was not until the construction of Interstate 235 through the community the pace of development activity took a sharp rise, particularly in the University Avenue Corridor.

Today, West Des Moines is one of the fastest growing communities in the State of Iowa. In 2010, the City's population was 56,609. With the 2015 Special Census for the City, the

population had grown to 61,266. The 2018 Census Estimate placed the City's population at 65,608. A 15.9% increase in population over the 8 years.

In addition to the rapid rise in population, the City has become a major retail and employment center in the State with over \$1.79 billion in taxable sales in 2017, the 4th highest in the State. West Des Moines currently has a work force of more than 62,000 employees and a day-time population of more than 128,000. The primary employment sectors for the City are insurance/finance, software development, and retail/hospitality.

From the mid-1970s until the early 2000s, the University Corridor was one of the strongest retail and office corridors in the State. With the aging of development within the corridor, competition from other areas of the City and the Metro, and the changing nature of retail and office development, the area has lost some of its economic vitality.

As the University Avenue corridor is shared between the City of West Des Moines and the City of Clive, the City of Clive will be a partner and key stakeholder in the creation of the Redevelopment Plan.

1.3 OBJECTIVES OF THE RFP

Develop a detailed action plan for the overall enhancement and redevelopment of the study area which will result in the following:

- Analysis the existing market conditions, identification of gaps that could be exploited and review economic opportunities for the commercial real estate in the area. Consider both short-term and long-term market based solutions to take advantage of identified opportunities.
- Creation of a realistic and implementable future land use plan based on the economic reality of the market and consideration of the infrastructure limitations of the existing built environment. A full range of commercial and office offerings, including the introduction of residential and mixed uses where appropriate shall be explored and identification of use categories and business industries that should be actively sought for establishment into the study area should be developed.
- Identification of key buildings and areas that are now, or will in the foreseeable future, merit repurposing or redevelopment. Maximizing the assessed value of the existing real estate through incremental improvement or adaptive reuse in addition to creation of economic development through overall redevelopment should be analyzed.

- Identification of new activity nodes and areas where a more urban development pattern with increased densities (residential and commercial) can be supported by existing or improved infrastructure (roads, sewer and water). Consideration of the necessary catalyst to support the development of the nodes shall be reviewed.
- Identification of opportunities to improve the predictability of the traffic flow and reduce the peak hour traffic congestion at key intersections. Exploring the benefits of incorporating various modes of transportation, including the promotion of transit service, resulting in increased walkability and co-existence of vehicles and pedestrians is desired.
- Identification of roadway enhancements to mitigate and soften the presence of pavement while achieving safety and comfort for pedestrians and bicyclists.
- Development of a Master Storm Water Management Plan for the corridor. The plan shall include the identification of improvements that bring the overall system into compliance with current drainage and storm water management standards and promotes the use of green infrastructure that can provide open spaces and amenities to the corridor.
- Identification of opportunities throughout the corridor to integrate, enhance, and connect green spaces, both public and private, for recreation, gathering, and health and wellness.
- Incorporation of placemaking and arts throughout the corridor.

1.4 SCOPE OF SERVICES

The City expects the services of the selected firm to include:

- Stakeholder Engagement
 - Interview major property owners and tenants in the review of the market/economic analysis and identification of opportunities.
 - General public engagement should include at least three public meetings to discuss project goals, receive plan comments, and communicate plan outcomes.
- Site Development Opportunities

- Identify property ownership and existing tenants.
- Identify and map vacant and under-utilized buildings and properties.
- A cursory evaluation of the age and condition of buildings with a general statement on typical upgrades or improvements needed for its age and condition. Consider if buildings have exceeded their functional life span.

- **Market/Economic Analysis**
 - Analyze the market/economic forces impacting the study area.
 - Prepare a redevelopment readiness analysis to identify and prioritize properties for redevelopment.

- **Zoning and Land Use**
 - Analysis and illustration of the current land use for the study area, including valuation history over the past 10 years of all properties.
 - Prepare modeling and/or conceptual drawings to evaluate land use scenarios and fiscal performance for identified key redevelopment areas and individual sites.
 - Development of a detailed future land use plan for all buildings and properties.
 - Preparation of architectural concepts to guide redevelopment and direct regulatory changes that capture the existing and/or intended context of the area.
 - Assess the projected economic impact (ROI) of the proposed corridor enhancement and Redevelopment Plan on key areas and properties.
 - Complete fiscal impact modeling for revenue cost ratio. Revenues include property, income and sales taxes. Costs include infrastructure, operation and maintenance, and services.
 - Audit zoning, building, and fire code to identify obstacles to redevelopment and reuse. Propose changes that will not compromise safety. Identify standards to incentivize redevelopment of the corridor and simplify the development approval process.
 - Analysis of the development incentive and gap-financing programs necessary to achieve redevelopment outcomes. Include specific end-result criteria to qualify for financial assistance.

- **Transportation and Walkability**
 - Analysis of existing traffic volumes, patterns, and level of service for the existing roadway network.
 - Identification of modifications to improve the predictability of the traffic flow, minimize traffic congestion, and expand use of alternative modes of transportation.

- Conduct a walkability audit of a representative sampling of the area. Provide conceptual level plans to improve walkability, safety, comfort, and enjoyment for pedestrians/bicyclist.
- Identify key areas and implementations where pedestrians can be prioritized over vehicles.
- Infrastructure
 - Assessment of current infrastructure's adequacy, including broadband, to support proposed land uses and redevelopment.
 - Analysis of current storm water situation has been completed. Review provided report and identify opportunities and solutions for creating efficient multi-beneficial regional solutions. Include possible financial trade-off initiatives with individual property owners. Identify properties for City acquisition to facilitate implementation of storm water management facilities.
 - Create detailed list of public infrastructure improvements necessary to fully realize the redevelopment plan, including estimated costs and timing priority.
- Analysis and demonstration of equity in the proposed Redevelopment Plan.
- Development of detailed action and phasing plans for the public policy changes and infrastructure investments necessary for implementation of the Redevelopment Plan.

1.5 DELIVERABLES

Deliverables should include a bound printed copy of the plan, as well as editable electronic files that can be used by the City for both print and electronic communication. All print and electronic deliverables should be provided in ADA compliant formatting to be either captioned for multimedia or screen-reader friendly for print elements.

1.6 BUDGET

The applicant should propose a project budget in an hourly fee format with a not to exceed maximum for the project as defined in the Scope of Services. The budget should also provide an hourly fee structure for any additional work if needed. Printing costs related to presentation materials will be considered reimbursable expenses as part of

the not to exceed number for professional service contract. For contract purposes include an additional 5% over and above professional fees in the not to exceed number.

1.7 TIMELINE FOR CITY

The City expects to have a completed redevelopment study for presentation to the City Council by December 2020. The selected firm will present the plan to the Planning and Zoning Commission and the City Council of West Des Moines and Clive.

PART II: PROCESS

2.1 DISTRIBUTION OF REQUEST FOR PROPOSAL (RFP)

The RFP and any supporting documents will be made available via electronic distribution as requested by any qualified firm or individual and will be posted on the City web site: www.wdm.iowa.gov. A Notice will also be published in the Des Moines Register.

2.2 PROPOSAL PERIOD

The proposal period will commence on the date the Request for Proposals is issued and will end with the submission of the proposal as outlined in section 2.6.

2.3 QUESTION AND ANSWERS

During the proposal period, interested parties will be allowed to submit to the City written questions and requests for additional information via Christine Gordon, AICP at Christine.gordon@wdm.iowa.gov. All questions and requests received by 5:00 p.m. on Friday, September 13, 2019 will be answered via posting on the City's web site by 5:00 p.m. on Wednesday, September 18, 2019, unless the nature of the question or request requires further time or research to issue a proper response.

2.4 RECEIVE PROPOSALS

Proposals shall be addressed to the City Clerk and will be received at the Clerk's office at 4200 Mills Civic Parkway, Suite 2E, West Des Moines, Iowa, 50265, until 2:00 p.m., on Wednesday, October 2, 2019. Submittals and materials received after the time specified above will not be considered and will be returned unopened to the sender.

No costs associated with the preparation of this proposal, or incurred in any manner by the submitter, may be charged to the City. All materials submitted in response to this Request for Proposal will be considered the property of the City. The City reserves the right to use any and all ideas submitted in the proposals received unless those ideas are protected by copyright, legal patent or proprietary rights as stated by the proposer.

2.5 PROPOSAL ACCEPTANCE, REJECTION

Proposals will be reviewed privately by City staff. The City reserves the right to:

1. Waive any informality or irregularity in any proposal received;
2. Reject a proposal if it is not in full and complete compliance with the requirements and formats specified herein;
3. Reject a proposal which is in any way incomplete or irregular;
4. Reject all proposals if the proposals do not meet the overall standards established by this Request for Proposals; are otherwise inappropriate; or if it is in the best interest of the City to reject all proposals.
5. If the City so rejects all proposals it may thereupon either cancel this solicitation or re-solicit for proposals.
6. The City will determine a short list of proposers that will be asked to make a formal presentation.

2.6 TENTATIVE PROJECT SCHEDULE

Included below for reference is the tentative project schedule. Schedule is subject to change.

Publishing of RFP	Wednesday, September 4, 2019
Deadline for questions and requests	Friday, September 13, 2019
All questions answered and posted	Wednesday, September 18, 2019
Deadline for proposal submittals	Wednesday, October 2, 2019 @ 2 p.m.
Staff/Committee Review of Proposals	Week of October 7, 2019
Presentation from firm	Week of October 21, 2019
Selection of firm	Friday, October 25, 2019
Council award of contract	Monday, December 16, 2019

PART III: SUBMITTAL REQUIREMENTS

3.1 PROPOSAL SUBMITTAL SPECIFIC REQUIREMENTS

The City asks that the response to the RFP consist of ten (10) hard copies along with a copy of the submittal in PDF file format contained on a compact disk or thumb drive. Each Proposal shall be in 8½" x 11", vertical format, consisting only of the specified materials requested below. Folded 11" x 17" pages in landscape orientation are acceptable.

To be responsive, each Proposal must include the following material in the exact order specified. Submittals not organized according to this format may be rejected. (Page limit: 20)

- i) **COVER LETTER:** An officer of the firm submitting the Proposal and the designated lead consultant shall sign the cover letter. In case of a joint venture, an officer of each firm shall sign the cover letter as well as the designated lead consultant.

- ii) **TABLE OF CONTENTS**

- iii) **PROJECT TEAM:** Provide a general introduction on the makeup of the project team, including a brief history of the firm and each team member's area of expertise. Note any past experience of team members working together on other projects. For each team member, include name, affiliation, address, and telephone number. List the person who will serve as the main contact throughout the project. List any functions that will be subbed out and information on the firm(s) handling the work.

- iv) **PROJECT EXPERIENCE:** Description of the last three completed projects which demonstrate the firm's current experience and ability to complete projects of a similar size, scope, and purpose in a timely manner and any other completed projects (representative examples) of similar types of projects.

For each project, submit a one-page maximum narrative description of the project and any website links. Color photos or graphics depicting the projects are encouraged but not required. The narrative description shall include the consultant of record, team member's role in the design of the project, the type of project, location and client name, and a brief statement indicating the relevance of this project to the University Avenue Corridor Study. Include address(es), telephone number(s), and the names of reference contacts for each project.

- v) **PROJECT NARRATIVE:** The submittal should address each of the following criteria:

- (1) Proposer's understanding of the Project Objectives and Scope of Services presented in this RFP.
- (2) Proposer's impressions of the project's opportunities and constraints.
- (3) A description of the proposed work task, concept/approach, and specifications as to which individual(s) and/or subcontractor(s) will be assigned to each aspect of the project.
- (4) The envisioned working relationship with City staff and all reviewing bodies during all phases of the project.
- (5) How the team will engage the public to gain public input.
- (6) The process the team will use to develop the project within the budget.
- (7) How the team will engage the property owners and major tenants.

vi) **PROFESSIONAL SERVICES:** Submit a fee summary for professional services. Summary shall be organized in accordance with the following outline:

- (1) **Fee Structure.** Fees should be stated as an hourly not to exceed with a breakdown of anticipated hours for each deliverable. Provide a breakdown, by discipline, of all staff involved in the services proposed on an hourly basis to be used should the project scope be expanded. Reimbursable schedule for travel should be included as part of the not to exceed number.
- (2) **Projected timeframe (in calendar days) and anticipated workload/staff availability**
- (3) **Other information at the option of the Proposer**

vii) **REFERENCES:** Provide at least three (3) owner/user references. For each reference, list the person's name, address and current telephone number, and nature of the reference or relationship.

3.2 PRESENTATION OF PROPOSALS TO SELECTION COMMITTEE

Short-listed teams may be asked to present their proposals to the City staff. Each team may present its proposal to City staff. The project lead is expected to be present at the presentation as well as key members of the Proposer's team should be present. A maximum of one-half (1/2) hour will be allowed for each presentation, followed by up to fifteen (15) minutes for questions and discussion. Presentations will take place at the City of West Des Moines City Hall, 4200 Mills Civic Parkway. The order of presentations will be determined randomly. Proposers will be notified of the presentation schedule after the short list is announced. Immediately prior to each presentation, each design team will be allowed a maximum of fifteen (15) minutes to set up its presentation. Material presented shall be limited to that submitted by the proposer as part of its proposal. The medium of presentation is at the discretion of the presenting team.

3.3 EVALUATION OF PROPOSALS

The City staff evaluations will determine which proposer is selected based on the best interest of the City.

Scoring Criteria	Max Points
Past experience on comparable projects	25
Experience with similarly sized redevelopment studies	25
Qualifications and experience of staff assigned to engagement	20
Quality of proposal	10
Public Engagement proposed and Property owner/major tenants engagement proposed	10
Overall proposal cost	10
	100

3.4 SUPPORTING DOCUMENTS

The following information will be provided with the RFP. Additional information or clarification may be posted on the City’s web site during the RFP process.

Attached Exhibits:

Exhibit I – Map of Study Area

Exhibit II - Example Professional Services Agreement for the City of West Des Moines

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and _____, (Fed. I.D. # _____), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

i. Basic Services of the Consultant \$ _____

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of

the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultants' personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverage's set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Consultant
Attn:
Address:
City, State: West Des Moines, IA

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation

of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant

shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: _____
President

BY: _____
Tom Hadden City Manager



University Avenue Corridor Study Area



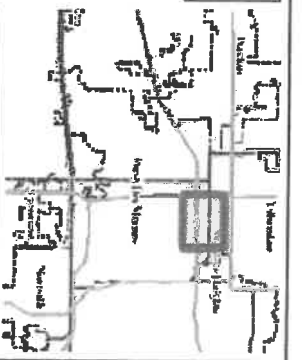
1:24,000



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



Legend
Corporate Limits



REDEVELOPMENT PLAN FOR THE UNIVERSITY AVENUE CORRIDOR

WEST DES MOINES, IOWA



CONFLUENCE

October 2, 2019

525 17th Street
Des Moines, Iowa 50309
515.288.4875
www.thinkconfluence.com

In association with: Leland Consulting Group, Greensfelder Real Estate Strategy, Kirkham Michael and Sam Schwartz

COVER LETTER | SECTION ONE

PROJECT TEAM | SECTION TWO

PROJECT EXPERIENCE | SECTION THREE

PROJECT NARRATIVE | SECTION FOUR

PROFESSIONAL SERVICES | SECTION FIVE

REFERENCES | SECTION SIX

October 2, 2019

CONFLUENCE

Ryan T. Jacobson, City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2E
West Des Moines, IA 50265

RFP - PROFESSIONAL CONSULTING SERVICES - REDEVELOPMENT PLAN FOR THE UNIVERSITY AVENUE CORRIDOR

Dear Mr. Jacobson and Members of the Selection Committee:

On behalf of the Confluence team, thank you for the opportunity to submit our response to your Request for Proposals to complete a study and create a redevelopment plan for the University Avenue Corridor in West Des Moines and Clive. This project is not only an opportunity to assess existing conditions and create a plan for redevelopment, it is an opportunity to engage the property owners and other stakeholders within the study area and the greater community to develop a unified vision for the future of the University Avenue Corridor along with an actionable plan to achieve this vision.

Our team brings together local knowledge and national expertise to create a realistic, yet forward-thinking, stakeholder supported plan to rejuvenate this aging, predominately retail and office corridor into its next phase as a *vibrant and sustainable, live, work, and play environment* that you envision. Our team includes:

- **Confluence:** Project Lead, Stakeholder Engagement, Site Development, and Code Analysis, placemaking, public art, open space, and wayfinding.
- **Leland Consulting Group:** Market and Economic Analysis, Zoning and Land Use Analysis, and Redevelopment Strategies.
- **Greensfelder Real Estate Strategy:** Retail Market Analyst and Development Advisor
- **Sam Schwartz:** Transportation and Walkability
- **Kirkham Michael:** Public Infrastructure and Broadband Analysis.

We have chosen to lead this project locally because we know that local experience and connections matter, yet we have brought in national experts in land use, retail, and transportation because we know that this area of University Avenue is a special place that deserves the best experts in the industry. Confluence and Kirkham Michael know the stakeholders, which will help build the ownership of the plan. This is not something that is possible with an out-of-town firm. This project is as much about great planning as it is about teeing up implementable deals to be carried out upon its completion. A local, experienced, and connected firm in the lead is the right approach if a successful implementation is your goal.

We are excited about this opportunity to become your partner in progress, and we look forward to discussing our qualifications and approach with you in further detail. Thank you in advance for your consideration.

Respectfully,



Christopher Shires, AICP, Principal and Project Manager
515-288-4875 office - 515-975-1050 mobile - cshires@thinkconfluence.com

thinkconfluence.com

PROJECT TEAM

TEAM ORGANIZATION

Below is a summary of our team's organization, professional staff assigned to this project and roles. Included are profile pages for each firm and resumes for each staff member.

CONFLUENCE is a planning, urban design, and landscape architecture firm with over 27 professional planners and landscape architects in 6 office locations. Confluence will lead the consultant team covering stakeholder engagement, site development, code analysis, placemaking, public art, open space, and wayfinding and will create the final plan document. **Christopher Shires, AICP**, is a Principal with Confluence and will serve as the Project Manager and be the main point of contact for the consultant team. He will be responsible for all project deliverables and attending all key meetings. **Matt Carlile, PLA**, is a Principal and licensed landscape architect and will provide site development and redevelopment analysis and guidance and streetscape and wayfinding recommendations. **Patrick Alvord, PLA and RA**, is a Principal with Confluence and both a licensed architect and landscape architect will provide his expertise in site development and building and fire code analysis. **Jane Reasoner, AICP**, is a Planner II with Confluence and will provide project management and planning support, demographic and economic analysis, and document production.

LELAND CONSULTING GROUP is a nationally recognized market research and economic development firm from Portland, Oregon, that has served more than 250 communities across the country to shape long term plans, and to build the projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. They are the "go-to" experts for market analysis and development strategies that Confluence has relied upon for multiple comprehensive plans, corridor plans, master plans, and land use plans throughout the Midwest. **Chris Zahas, AICP**, will lead Leland's role in the redevelopment plan and will be supported by **Ted Kamp**.

GREENSFELDER REAL ESTATE STRATEGY, led by **David Greensfelder**, will further support Chris and Ted in his role as the team's Lead Retail Market Analyst and Development Advisor. David is one of the nation's foremost retail experts and was the author of the retail chapter of ULI's 2019 Emerging Trends in Real Estate report. As a retail consultant, broker, and developer, David understands not only the trends that are reshaping the retail landscape, but he has first-hand experience in the nuts-and-bolts of tenant-landlord relations and uses that familiarity to develop implementation strategies that are grounded in the fundamental rules of commercial real estate.

SAM SCHWARTZ is a 140-person firm with a talented team of professional planners, engineers, designers, and data scientists in eight offices across the United States: Chicago, New York City, White Plains, Jersey City, Washington D.C., Oakland, Los Angeles, and Tampa. With over 20 years of experience executing a wide array of complex transportation issues and development strategies, Sam Schwartz is a national leader in multimodal urban mobility. They will lead the transportation and walkability analysis and recommendation. **Sara Disney Haufe, PE, PTOE**, will be the Transportation and Walkability Task Lead and the Sam Schwartz Project Manager. **Alex Hanson, AICP**, will be the Senior Transportation Planner for the team.

KIRKHAM MICHAEL is a locally known and proven civil engineering firm with over 75 professionals. They will serve as the local civil engineering consultant for the team and will lead the efforts on the public infrastructure and broadband analysis for this project. Kirkham Michael has an in-depth local knowledge of West Des Moines infrastructure, and key contacts with utilities throughout the Des Moines Metro area to leverage for this project. **Greg Cabalka, PE**, and Vice President of the Kirkham Michael will lead Kirkham Michael's role in the project. **Myles Gardner, PE**, will support Greg by reviewing the provided stormwater analysis and identifying opportunities and prioritization within the redevelopment area to implement improvements.

CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 51 includes 27 licensed landscape architects and AICP certified planners – and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects.

WHAT WE DO

Simply stated - we bring spaces to life. The diversity of our work and expertise has become a hallmark of our firm, and it's a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation.

HOW WE WORK

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. This includes analyzing existing conditions, identifying challenges and defining the specific issues that need to be resolved. From vision to completion, our team excels in collaborating to shape and achieve your “what’s next” – while also planning ahead on your long-term strategy.

LOCATIONS

Des Moines

525 17th Street
Des Moines, Iowa 50309
515.288.4875

Kansas City

Cedar Rapids

Minneapolis

Omaha

Sioux Falls



LELAND CONSULTING GROUP

Exceptional public and private leaders have bold visions for their downtowns, neighborhoods, employment centers, and cities. Leland Consulting Group helps to refine and realize those visions. In more than 250 communities across the country, our strategies have resulted in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. As urban strategists, our role is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful. We recognize that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. During every assignment, we engage the public and private champions essential to rallying support and overcoming obstacles.

LOCATIONS

Portland

610 SW Alder Street, Suite 1200
Portland, Oregon 97205
503.222.1600

www.lelandconsulting.com



KIRKHAM MICHAEL

Kirkham Michael was founded in 1946 in Omaha, Nebraska, and has evolved into a professional practice providing civil engineering, environmental, land surveying, and construction engineering services to public and private clients. Kirkham Michael has offices in Omaha, Lincoln, and York, Nebraska; Des Moines, Iowa; and Ellsworth and Garden City, Kansas.

Kirkham Michael employs over 75 results oriented professionals who are committed to providing quality, responsive, and professional services. Kirkham Michael is focused on our clients' success and strives to exceed expectations with innovative and practical solutions.

Kirkham Michael professionals are also employee-owners. Their leadership and Kirkham Michael's entrepreneurial corporate culture fuels success for both our clients and individual employees. Kirkham Michael also continually invests in our people and their skills to maximize the value delivered to our clients. Our engineering expertise, clear communication, and commitment to our clients' success have been proven time and again on successful projects across the Midwest.

Our goal is to be our clients' firm of choice. We are driven to help them succeed and will do everything we can to see that they are successful - successful in their careers, successful with their projects, and successful in their professional environments.

LOCATIONS

Des Moines

11021 Aurora Avenue
Urbandale, IA 50322
515.270.0848

Omaha

Lincoln

York

Ellsworth

Garden City

Cheney

www.kirkham.com



SAM SCHWARTZ

Founded in 1995, Sam Schwartz is an engineering and transportation planning firm with offices in New York City and White Plains, NY; Chicago, IL; Jersey City, NJ; Washington, DC; Tampa, FL; and Los Angeles and Oakland, CA. Sam Schwartz specializes in developing context-sensitive transportation solutions in complex environments. The firm provides a focused expertise in helping clients achieve their transportation visions and goals at organizational, strategic, and operational levels in order to better achieve 21st-century mobility systems. We bring a rare skillset that has been finely-tuned by decades of experience and relationship-building in government and private practice, where we have offered and continue to offer a unique combination of cutting-edge and strategic thinking anchored by fundamental technical transportation and infrastructure expertise. This unique firm dynamic is empowered by our diversely-talented technical staff that demonstrate a vast range of public and private experience in transportation and corporate consulting, together, we have redefined the delivery of transportation and mobility services.

Through our technical expertise, creative visioning, and consensus-building, Sam Schwartz strives to balance the needs and improve the quality of life for all users—including drivers, pedestrians, transit riders, and cyclists. We are industry leaders in understanding trends that are poised to completely transform transportation, and we plan for the impact of the new normal of transportation, providing practical and sophisticated solutions. The Sam Schwartz team has over 20 years of experience working on transportation demand management (TDM) projects and corporate/campus planning, including the revitalization of former mall sites.

LOCATIONS

Chicago

223 W. Jackson Blvd., Suite 1101
Chicago, IL 60606
773.305.0800

New York

Los Angeles

Tampa

White Plains

Jersey City

Oakland

Washington D.C.

**Sam
Schwartz**

CHRISTOPHER SHIRES, AICP

CONFLUENCE | PRINCIPAL + PROJECT MANAGER
525 17TH STREET, DES MOINES, IA | 515.288.4875

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners:
#016692

PROFESSIONAL EXPERIENCE

24 Years of Experience
6 Years with Confluence

PROFESSIONAL + CIVIC AFFILIATIONS

American Institute of Certified Planners (AICP) / July 2001 to Present
American Planning Association (APA) / January 1994 to Present
City of West Des Moines Leadership Development Program / June 2006 to May 2013

RELEVANT PROJECT EXPERIENCE

Merle Hay Road Redevelopment Plan / Johnston, Iowa
West Land Use Area Plan Master Plan, Design Guidelines, and Zoning Overlay / Coralville, Iowa
Kettlestone (Grand Prairie Parkway Corridor) Master Plan + Design Guidelines / Waukee, Iowa
West Des Moines City Hall Amphitheater / West Des Moines, Iowa
Pavilion Park Land Use Master Plan / West Des Moines, Iowa



Chris brings years of city and county planning experience to the team, both in the public and private sector.

EDUCATION

Iowa State University
Bachelor of Science, Community and Regional Planning / Spring 1995

MATT CARLILE, ASLA, PLA, LEED AP

CONFLUENCE | PRINCIPAL + LANDSCAPE ARCHITECT
525 17TH STREET, DES MOINES, IA | 515.288.4875

PROFESSIONAL REGISTRATIONS

Licensed Landscape Architect: IA/NE
C.L.A.R.B. Certified
LEED Accredited Professional

PROFESSIONAL EXPERIENCE

20 Years of Experience
14 Years with Confluence

PROFESSIONAL + CIVIC AFFILIATIONS

American Society of Landscape Architects, Iowa Chapter
Urbandale Economic Development Board

RELEVANT PROJECT EXPERIENCE

West Land Use Area Plan Master Plan, Design Guidelines, and Zoning Overlay / Coralville, Iowa
Kettlestone (Grand Prairie Parkway Corridor) Master Plan + Design Guidelines / Waukee, Iowa
Pavilion Park Land Use Master Plan / West Des Moines, Iowa
Sammons Financial Group Office Headquarters / West Des Moines, Iowa
Davis Estates Land Use Master Plan / West Des Moines, Iowa
South of the River Land Use Study / Des Moines, Iowa



Matt's commitment to the past, present and future practices of landscape architecture are recognized through his work and allow him to create life-changing designs.

EDUCATION

Kansas State University
Bachelor of Landscape Architecture / Spring 1998

PATRICK R. ALVORD, PLA, RA, LEED AP
CONFLUENCE | PRINCIPAL + LANDSCAPE ARCHITECT + ARCHITECT
900 2ND STREET SE, STE 104, CEDAR RAPIDS, IA | 319.409.5401

PROFESSIONAL REGISTRATIONS

Licensed Landscape Architect: IA / IL
 Licensed Architect: IA
 LEED AP

PROFESSIONAL EXPERIENCE

18 Years of Experience
 8 Years with Confluence

PROFESSIONAL + CIVIC AFFILIATIONS

American Society of Landscape Architects, Member / 2008 to Present
 Cedar Rapids Parks Foundation Board of Directors / March 2018 to Present

RELEVANT PROJECT EXPERIENCE

West Land Use Area Master Plan, Design Guidelines and Zoning Overlay / Coralville, Iowa
 Kettlestone (Grand Prairie Parkway Corridor) Master Plan and Design Guidelines / Waukee, Iowa
 Ingersoll Avenue Streetscape Improvements / Des Moines, Iowa
 Athene (formerly AVIVA USA) Operations Headquarters / West Des Moines, Iowa
 Burlington Area Wide Planning / Burlington, Iowa
 East Village Market District Urban Design Study / Des Moines, Iowa



Patrick believes exemplary service and thoughtful design are at the core of every successful project and works tirelessly to provide both.

EDUCATION

Iowa State University
 Master of Architecture / Spring 2001 | Iowa State University
 Bachelor of Landscape Architecture / Spring 1996

JANE REASONER, AICP
CONFLUENCE | PLANNER II
525 17TH STREET, DES MOINES, IA | 515.288.4875

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners
 LEED Green Associate

PROFESSIONAL EXPERIENCE

3 Years of Experience
 2 Years with Confluence

PROFESSIONAL + CIVIC AFFILIATIONS

American Institute of Certified Planners (AICP)
 Leadership Education & Advancement Pipeline (LEAP) Program / 2019

RELEVANT PROJECT EXPERIENCE

Merle Hay Road Redevelopment Plan / Johnston, Iowa
 Mount w Road Corridor Action Plan / Cedar Rapids, Iowa
 North Shore Planning / Norwalk, Iowa
 1620 Clark Street Planning Study / Omaha, Nebraska
 Cedar Falls Master Plan / Cedar Falls, Iowa
 Ankeny Zoning + Subdivision Code Rewrite / Ankeny, Iowa
 Burlington Area-Wide Planning / Burlington, Iowa
 Long Range Transportation Plan / Cedar Rapids, Iowa



Jane brings an interest in the environment, sustainability and a variety of hands-on experience to every project.

EDUCATION

University of South Dakota
 Bachelor of Arts / 2012 | Georgia Institute of Technology
 Master of City and Regional Planning / 2016

CHRIS ZAHAS, AICP

LELAND CONSULTING GROUP | MANAGING PRINCIPAL
610 SW ALDER STREET, STE 1200, PORTLAND, OREGON | 503.222.1600

PROFESSIONAL REGISTRATIONS

Licensed Professional Planner

PROFESSIONAL EXPERIENCE

18+ Years with Leland Consulting

PROFESSIONAL + CIVIC AFFILIATIONS

Urban Land Institute

American Planning Association

RELEVANT PROJECT EXPERIENCE

Kettlestone (Grand Prairie Parkway Corridor) Master Plan + Design Guidelines /
Waukee, Iowa

Aurora PRI Property Market Analysis and Development Strategy / Aurora, Colorado
TOD Development Study / Ogden, Utah

Downtown Civic Core Subarea Plan / Renton, Washington

Comprehensive Plan and Development Code Update / Albuquerque, New Mexico

Commercial Master Plan and Feasibility Study / Taylorsville, Utah

City Center Vision / Vancouver, Washington



Chris is a real estate strategist and PM with an emphasis on urban corridors, downtown revitalization, employment districts, transit-oriented development, and public-private partnerships.

EDUCATION

Portland State University
Master of Urban & Regional
Planning

TED KAMP

LELAND CONSULTING GROUP | SENIOR ASSOCIATE
610 SW ALDER STREET, STE 1200, PORTLAND, OREGON | 503.222.1600

AWARDS

1999 Outstanding Graduate: Urban and
Regional Planning Masters Program,
University of Colorado-Denver

PROFESSIONAL EXPERIENCE

17 Years of Experience

RELEVANT PROJECT EXPERIENCE

Kettlestone (Grand Prairie Parkway Corridor) Master Plan + Design Guidelines /
Waukee, Iowa

Aurora PRI Property Market Analysis and Development Strategy / Aurora, Colorado
Merriam Comprehensive Plan / Merriam, Kansas

Davis-Salt Lake Community Connector Study / Salt Lake City, Utah

Town Center Specific Plan / Covina, California

Downtown Civic Core Subarea Plan / Renton, Washington

Calistoga Business and Retail Strategy / Calistoga, California

Downtown Transit Alternatives Analysis / Salt Lake City, Utah

Boulder City-Wide Retail Strategy / Boulder Colorado

Payson Main Interchange EIS / Payson, Utah



Ted Kamp provides market analysis in support of strategic land use decisions for public planners and private developers.

EDUCATION

University of Colorado
Master of Urban and Regional
Planning, PhD coursework

DAVID GREENSFELDER

GREENSFELDER COMMERCIAL REAL ESTATE | MANAGING PRINCIPAL
955 ORDWAY ST., 2ND FLOOR / ALBANY, CA | 510.708.8927

PROFESSIONAL EXPERIENCE

28 Years with Greensfelder Commercial Real Estate

PROFESSIONAL + CIVIC AFFILIATIONS

Center for Creative Land Recycling, Board Member

Satellite Affordable Housing Associates (SAHA), Board of Directors / 2004 to Present

RELEVANT PROJECT EXPERIENCE

Citywide, Downtown and North San Jose Retail Strategy Update / San Jose, California

Retail Strategy Report and General Plan Amendment, and Vallco Fashion Park Redevelopment Plan / Cupertino, California

Downtown Retail Feasibility and Implementation Strategy / Santa Clara, California



David is the founder and managing principal of Bay Area-based Greensfelder Commercial Real Estate LLC which provides strategic planning, market research/analysis, and real estate development services to communities, financial institutions and investors, and develops for its own account as well as for other property owners and partners.

GREG CABALKA, P.E.

KIRKHAM MICHAEL | PROJECT MANAGER
11021 AURORA AVENUE URBANDALE, IA | 515.270.0848

PROFESSIONAL REGISTRATIONS

Licensed Engineer: IA / NE
Land Surveyor in Training
FAA Certified

PROFESSIONAL EXPERIENCE

14 Years of Experience
11 years with Kirkham Michael

RELEVANT PROJECT EXPERIENCE

City of West Des Moines, Iowa / Veterans Parkway Between SE Adams and SE 50th Street | Project Manager

The project includes the design of an ultimate 6 lane urban arterial - an interim lane configuration to be decided during design. The scope includes development of a conceptual layout of the roadway and underground utility improvements, coordination with the City and other consultants, coordination with area property owners and utility companies, participation in public meetings, and design of the improvements.

City of West Des Moines, Iowa | Coachlight Drive and South Loop Road between South Jordan Creek Parkway to South 81st Street | Project Manager

The design of a two-lane urban collector street and related utilities. The design included roadway, underground utility, roadway geometrics, storm drainage, water main, sanitary sewer, existing and proposed utility coordination, final plans, letting assistance coordination with the City, property owners, utility companies.



Greg is a senior engineer with and a registered Land Surveyor in Training. His strength is in the planning and design of highways and roadways projects for federal, state, municipal and private clients.

EDUCATION

Iowa State University
B.S., Civil Engineering / 2008

MYLES GARDNER, E.I.**KIRKHAM MICHAEL | PROJECT ENGINEER****11021 AURORA AVENUE URBANDALE, IA | 515.270.0848****PROFESSIONAL REGISTRATIONS**

Engineer Intern: CO

PROFESSIONAL EXPERIENCE

5+ Years of Experience

1 Year with Kirkham Michael

RELEVANT PROJECT EXPERIENCE**Piney Creek Subdivision / Denver, Colorado | Design Engineer/Owner Representative/ Construction Manager**

Piney Creek had begun to unravel due to urbanization, quickly eroding private property, exposing and destroying infrastructure and adversely impacting downstream residents. Contributions for each project included modeling existing conditions and alternative designs using a range of 1D/2D modeling software; existing conditions survey; utility coordination; developing construction plan, specs and quantities; community outreach; and obtaining 404 and other various permits prior to construction. After the contractors were selected, contributions included general construction management, scheduling, submittal review and approval, field orders, change orders, day-to-day oversight and planning, on-site plan changes, approvals, documentation/record drawings, and pay applications.

Basin 115 | Sioux Falls, South Dakota | Design Engineer

Stream rehabilitation conceptual design that utilized XPSWMM for modeling alternatives in a high gradient stream in Sioux Falls.



Myles has experience including hydrology/hydraulics, alternative analyses, preliminary and final design, project management, construction management, and geomorphology/stream power design.

EDUCATION

University of Colorado
B.S. Civil Engineering / 2014

SARA DISNEY HAUFE, PE, PTOE**SAM SCHWARTZ | TRANSPORTATION & WALKABILITY TASK LEAD****223 W. JACKSON BLVD., SUITE 1101 CHICAGO, IL | 773.305.0800****PROFESSIONAL REGISTRATIONS**

Professional Engineer: IL / WI

Professional Traffic Operations Engineer

PROFESSIONAL EXPERIENCE

14 Years of Experience

2 Years with Sam Schwartz

PROFESSIONAL + CIVIC AFFILIATIONS**Urban Land Institute Chicago****Institute of Transportation Engineers****RELEVANT PROJECT EXPERIENCE**

Chicago Tribune North Branch Redevelopment Site Transportation Study / Chicago, Illinois

TOD Town Center Transportation Study / Richton Park, Illinois

Main Street TOD District Transportation & Parking Study / Orland Park, Illinois

Lincoln Square Master Plan / Chicago, Illinois

Downtown DeKalb Revitalization Study / DeKalb, Illinois

Bus Depot and Commuter Access Feasibility Study / Naperville, Illinois

Downtown Traffic Study / Pelham, New York

Obama Presidential Center Transportation / Chicago, Illinois



Sara Disney Haufe is an Associate with Sam Schwartz specializing in traffic engineering and transportation planning.

EDUCATION

University of Illinois
B.S. Civil & Environmental Engineering / 2005

ALEX HANSON, AICP

SAM SCHWARTZ | SENIOR TRANSPORTATION PLANNER
223 W. JACKSON BLVD., SUITE 1101 CHICAGO, IL | 773.305.0800

PROFESSIONAL REGISTRATIONS

American Planning Association

PROFESSIONAL EXPERIENCE

8 Years of Experience
2 Years with Sam Schwartz



Alex works with cities around the country to better connect their transportation policies and street design to community goals such as livability, economic development, and environmental sustainability.

PROFESSIONAL + CIVIC AFFILIATIONS

Board Member, Association of Pedestrian and Bicycle Officials

RELEVANT PROJECT EXPERIENCE

- Move DSM Transportation Master Plan / Des Moines, Iowa
- Phoenix Key Corridors Master Plan / Phoenix, Arizona
- Ann Arbor Comprehensive Transportation Plan Update / Ann Arbor, Michigan
- Clark's Landing Mixed-Use District / Clarksville, Indiana
- North Lake Shore Drive Corridor Study / Chicago, Illinois

EDUCATION

Georgia Institute of Technology
M.S. City & Regional Planning / 2017

PROJECT EXPERIENCE

Included on the following pages are summaries of the last three completed similar projects. In each of these projects Confluence was the lead consultant firm with Leland Consulting Group providing the market and economic analysis, land use, and development strategies.





MERLE HAY ROAD REDEVELOPMENT PLAN + DESIGN GUIDELINES

The proposed town center would create an identity for the City, become a destination for residents and visitors, and promote commercial and retail activities in the heart of the City.

Confluence and Leland Consulting Group created a Master Plan for a town center along a key commercial corridor that had previously been identified as a suitable location for a town center development in a previous planning effort. The Merle Hay Road Redevelopment Plan was intended to turn this idea into an actionable strategy through a site analysis, master planning and concept design, and an overlay design guideline document to help guide growth and development as it occurs. Our team met with City staff, elected officials and property owners in the study area. Three different concepts were created for the committee to review and a public meeting was held where the entire community was invited to view and provide feedback on the concepts. A final design concept was selected based on feedback from the residents and committee. Our team then worked closely with City officials to create design guidelines as part of a zoning overlay district for the study area to help ensure the area develops in a suitable way to match the master plan concept design.

PROJECT DETAIL

Location

Johnston, Iowa

Client

City of Johnston, Iowa

Size

N/A

Awards

Merit Award - ASLA Iowa Chapter

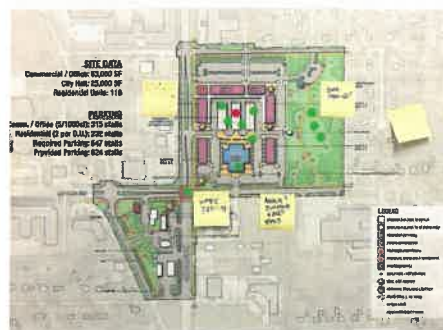
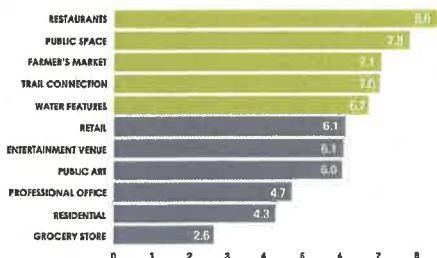
Summary Report

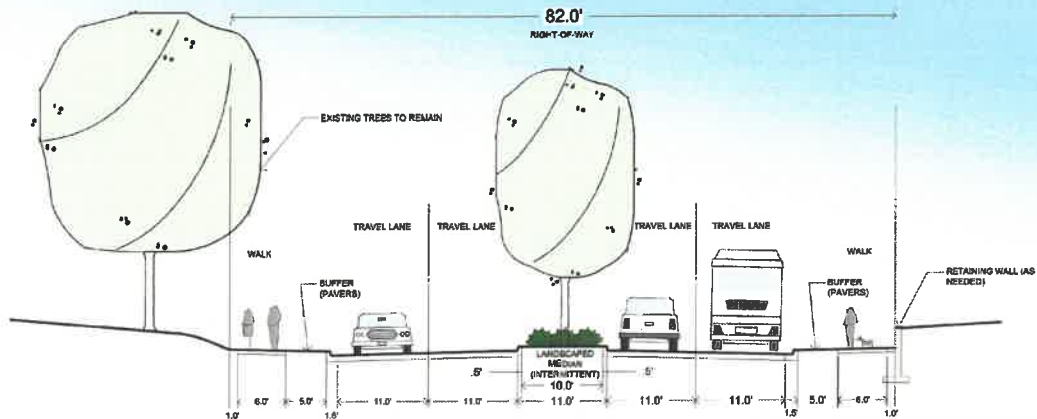
<http://books.thinkconfluence.com/books/domr/>

Design Guidelines

<http://books.thinkconfluence.com/books/grfc/>

POTENTIAL SITE FEATURES AVERAGE SCORES (1-10)





WEST LAND USE AREA MASTER PLAN, DESIGN GUIDELINES AND ZONING OVERLAY

This land use plan provides a detailed vision for a strategic growth area in Coralville, Iowa.

Confluence and Leland Consulting Group led a multi-disciplinary planning team to assist the City of Coralville, Iowa, in building upon the 2014 Coralville Community Plan by establishing a detailed vision and plan for the future of the West Land Use Area. The plan included a visioning exercise, a market analysis to determine demand for housing, office and retail space, a conceptual master plan, a refined land use plan, and design guidelines and zoning overlay. Community input was an important component in establishing the vision for this area and the planning team facilitated several public meetings and numerous one-on-one stakeholder interviews.

PROJECT DETAIL

Location

Coralville, Iowa

Client

City of Coralville, Iowa

Size

Regional

Final Plan

<http://books.thinkconfluence.com/books/stds>





KETTLESTONE (GRAND PRAIRIE PARKWAY CORRIDOR) MASTER PLAN + DESIGN GUIDELINES

This 1,300-acre master plan incorporated circulation, connectivity to a regional trail system and a detailed market study for this economic development corridor.

Strategically located on the edge of the Des Moines metro just north of Interstate 80, Grand Prairie Parkway had been a long-time economic development priority for the City of Waukee, Iowa. Confluence and Leland Consulting Group led a multi-disciplinary master planning effort for this 1,300-acre site to layout how the corridor could develop to its full potential while addressing the vision and goals of the City. The final project included a branding of the development to Kettlestone, an extensive greenway plan designed to function as a regional stormwater detention facility and a set of design guidelines and overlay zoning district to help realize the vision of Kettlestone/Grand Prairie Parkway.

PROJECT DETAIL

Location

Waukee, Iowa

Client

City Of Waukee, Iowa

Size

1,300 acres

Awards

Honor Award – Planning & Analysis: Iowa Chapter ASLA
 Communications Initiative Award - Iowa Chapter, American Planning Association (APA)

Master Plan

<http://books.thinkconfluence.com/books/zjak>

Design Guidelines

<http://books.thinkconfluence.com/books/zedj>



PROJECT NARRATIVE

PROJECT UNDERSTANDING AND OPPORTUNITIES AND CONSTRAINTS

The City of West Des Moines has always been proactive in making sure no section of the community is neglected and falls behind the growth and development experienced within the newer areas of the City. This is evident by the significant planning and investments the City has made over the years within Valley Junction and the neighboring Val-Gate District. Now it is time for this attention and investment to focus on the defined University Avenue Corridor. This area is still experiencing steady redevelopment and new construction but is significantly weighted with mostly retail and office uses and is experiencing significant vacancies. This corridor would greatly benefit from the infusion of residential uses and enhancement of its walkability and bike-ability. Doing so will increase the customer base and occupancy rates and improve long-term sustainability as well as creating another live, work and play area corridor for the community.

Much has been written about the shakeup of the retail economy – and its impact on corridors like University Avenue cannot be understated. However, retail is not going away; it is changing and transforming. We will evaluate the market to identify the retail categories that are most likely to remain viable, and we will suggest other mixed uses when and where we believe that current land uses are especially vulnerable. This Redevelopment Plan further offers the City an opportunity to address existing issues with storm water management, and traffic congestion through coordination with the existing property owners. Regional detention would provide relief to the existing downstream system while allowing for redevelopment to thrive with reduced on-site infrastructure constraints.

The strategy for University Avenue must be forward-looking yet flexible since the future is more uncertain than ever before. From our experience working throughout the Midwest and across the country, we know that enduring value, regardless of market shifts, is created through high-quality placemaking, accessible transportation networks, and a meaningful mix of land uses that appeals to a broad spectrum of the market. Implementation of the plan will largely be through the redevelopment and investment by businesses and private developers throughout the corridor. Recognizing that, we place a significant emphasis on stakeholder engagement throughout the process. Building an environment of trust and ownership helps ensure that the plan is viable and that actual projects are teed up through this process.

PROPOSED SCOPE OF SERVICES

Based upon the Project Objectives and Scope of Services presented in the RFP, our proposed approach to this project is organized into four phases as follows over approximately a 10-month period. Following this detailed work program, we have created will keep us on time and within budget. Our work program, project schedule, and fee can be adjusted and modified as necessary to best meet the needs, timeframe, and budget of the City of West Des Moines.

PHASE 1 | PROJECT KICK-OFF, RESEARCH + ANALYSIS (APPROXIMATELY 2 MONTHS)

1.1 Project Kick-Off Meeting with Advisory Committee (AC Meeting #1)

The Consultant Team will facilitate a project kick-off meeting with the city staff and the steering committee. The steering committee can consist of a technical committee of city staff members or a more formal committee of city selected elected officials, city staff, and community stakeholders.

The purpose of this meeting is to:

- Establish roles, responsibilities, and project contacts;
- Determine any initial data needs;
- Review the project scope, schedule, and key meeting dates and finalize the Communication Plan; and,
- Identify key stakeholders and desired public input process and outcomes.

Communication Plan and Project Brand

Prior to each public meeting and each Advisory Committee meeting, the Consultant Team will review with City staff the meeting agenda and presentation materials. These meetings may be in person or via conference call. We will further provide agendas and minutes for all meetings. The Communication Plan for the planned stakeholder and public outreach will be reviewed and confirmed at the project kick-off meeting.

With the input and review of the City, the Consultant Team will develop a name and a graphic/logo for this planning effort and will further provide web-ready content for the City's website to keep the general public and interested stakeholders engaged and informed on the planning project.

1.2 Preliminary Analysis Review Meeting with Advisory Committee (AC Meeting #2)

The Consultant Team will present to City staff and the Advisory Committee an overview of the Team's initial analysis of the planning area as detailed in the RFP, including:

- Identification of property ownership, tenants, vacancies, under-utilized buildings and properties, and the general age and condition of buildings and properties;
- Preliminary analysis of existing traffic volumes, patterns, and level of service based on data provided by the City;
- Land Use analysis including valuation history;
- Walkability audit, including a sidewalk assessment, block length, density of intersections, and route directness for University Avenue and a representative sample of other major corridors in the area;
- Level of traffic stress analysis for bicyclists;
- Crash analysis;
- Analysis of ridership and performance of DART routes serving the study area;
- Infrastructure assessment including broadband; and,
- Evaluation of completed storm water analysis.

The purpose of this preliminary analysis review is to help confirm general direction of the corridor study and redevelopment plan as well as the desired results of public engagement and stakeholder input.

PHASE 2 | VISION, INPUT + DIRECTION (APPROXIMATELY 2 MONTHS)

2.1 Public Workshop (Public Meeting #1)

The Consultant Team will facilitate a structured public workshop in order to identify key issues, priorities, redevelopment opportunities, and land use and community design preferences that will guide the direction of the redevelopment plan.

2.2 Key Stakeholder Interviews

Members of the Consultant Team will schedule two (2) days to be available to meet individually with property owners, community stakeholders, and community groups as identified by the Advisory Committee. These will be a combination of small group and one-on-one meetings. To ensure candor and build an atmosphere of trust from those interviewed, we will summarize general themes, but will not attribute comments to any particular participant. (2-days)

2.3 Joint City Council and Planning Commission Visioning Workshop (Joint Workshop #1)

During the same week as the stakeholder interviews, the Consultant Team will facilitate a joint workshop of the West Des Moines City Council and Planning and Zoning Commission. At this meeting, the Consultant Team will:

- Review the project goals, initial analysis, and the stakeholder and public input; and,
- Verify and update the Council's and the Commission's vision for future and identify areas of concern and focus.

If desired, the Council and Commission from the City of Clive can be invited to attend this meeting, or a separate workshop can be made to the City of Clive by the Consultant Team.

2.4 Input, Visioning, and Goals Review Meeting with Advisory Committee (AC Meeting #3)

The Consultant Team will present to City staff and the Advisory Committee an overview of the public input received and identify key issues and themes. The purpose of this meeting will be to set the preferred direction of the redevelopment plan. (1 meeting)

PHASE 3 | DRAFT PLAN + EVALUATION (APPROXIMATELY 4 MONTHS)

3.1 Draft Plan

Based upon the analysis in Phase 1 and the feedback and general vision and direction received in Phase 2, the Consultant Team will complete drafts of the remaining scope items listed in the RFP and prepare a study report with the following elements:

1. Public and Stakeholder Input Summary
2. Site Development Opportunities Identification and Analysis (3 to 4 sites/areas)
 - a. Through GIS analysis of site utilization, property ownership, and other factors, combined with input from property owners during Task 2, we will identify areas where land values, lease rates, and property owner willingness combine to make redevelopment feasible within the near term.
3. Market/Economic Analysis
 - a. We will develop a comprehensive market analysis that sets a baseline of existing conditions grounded in factual real estate, demographic, and economic data utilizing U.S. Census, ESRI Business Analyst, CoStar, and a variety of other state and regional data sources. As a forward-looking plan, we will specifically address:
 - Changes to the retail economy as a result of ecommerce, shifting consumer preferences, autonomous delivery, and other emerging trends. We will specifically address the impacts of retail change on older strip commercial development and will determine whether opportunities for reuse exist or whether existing uses are likely to remain.
 - Missing middle housing opportunities that address demand for a range of housing types and price points.
 - Impacts on both of the above as the result of mobility innovations such as micro-mobility, autonomous travel, and reduced automobile ownership.
 - Short, medium, and long-term development opportunities based on the corridor's potential to capture a proportionate share of regional growth, with enhanced capture potential as the result of place making investments.
 - Develop specific redevelopment programs for the identified opportunity sites. The programs will include specific quantities, or ranges, of land uses that are likely to be viable under current or near-term market conditions, potentially with the use of targeted public investments.
 - Information will be presented with significant use of infographics, charts, and maps to ensure readability and to help it serve as an educational tool.
4. Zoning and Land Use Analysis and Recommendations
5. Transportation and Walkability Analysis and Recommendations, including:
 - a. Strategies to achieve a functional and safe transportation network that facilitates all modes of travel
 - b. Key locations and treatments where non-auto modes (pedestrians, cyclists, and transit riders) can be prioritized over auto traffic, including opportunities for pilot projects
6. Infrastructure Analysis and Recommendations
7. Redevelopment Plan Equity Analysis and Equity Components
8. Detailed Action and Phasing Plan

Each section will be prepared and then submitted to the City staff for review and comment. The Consultant will address City staff comments and submit a revised draft of that section to City staff.

3.2 Draft Plan Presentation Review Sessions with Advisory Committee (AC Meetings #4 - #6)

The Consultant Team will present elements/chapters of the draft corridor study and redevelopment plan to the City staff and Advisory Committee, record feedback and comments, and update and modify the drafts as requested. It is anticipated that will require 2 to 3 meetings with the Advisory Committee to review.

3.3 Draft Plan Public Presentation Open House (Public Meeting #2)

The Consultant Team will the draft plan at a public open house to be held over an afternoon and evening utilizing story boards to explain the different plan elements and chapters.

3.4 Stakeholder Follow-Up Interviews

Members of the Consultant Team will schedule two (2) days to be available to meet individually second time with property owners, community stakeholders, and community groups as previously met with to unveil and explain the details of the draft plan. (2-days)

3.5 Joint City Council and Plan and Zoning Commission Draft Review Workshop (Joint Workshop #2)

The Consultant Team will present an overview of the draft Comprehensive Plan to the City Council, Planning Commission, and Advisory Committee and provide a review of the public comments from Public Meeting #3. The Consultant Team will record feedback and comments received at the workshop and update and modify the draft as requested. (1 meeting)

If desired, the Council and Planning Commission from the City of Clive can be invited to attend this meeting, or a separate workshop can be made to the City of Clive by the Consultant Team.

PHASE 4 | FINAL DRAFT PLAN (APPROXIMATELY 2 MONTHS)

4.1 Final Draft Plan

The Consultant Team will prepare a final draft of the corridor study and redevelopment plan and submit it to the City staff for review and comment. The Consultant will address City staff comments and submit a revised final draft to City staff.

4.2 Final Draft Plan Review with Advisory Committee (AC Meeting #7)

The Consultant Team will review with the Advisory Committee the final draft Plan and comments received at the Joint Workshop #2, record feedback and comments, update and modify the Plan as requested.

4.3 Planning and Zoning Commission Public Hearing (Public Meeting #3)

The Consultant Team will attend the Planning Commission Public Meeting to present the final draft plan for public comment and review and recommendation by the Commission. The Consultant will make changes to the Plan as may be requested by the Commission and submit updated copies to the City staff. (1 meeting)

If desired, the Consultant Team will also attend and present at a public meeting of the City of Clive Planning Commission.

4.4 City Council Public Hearing (Public Meeting #4)

The Consultant Team will attend the City Council Public Meeting to present the final draft plan for public comment and review by the Council. The Consultant will make changes to the plan as may be requested by the Council and submit updated final copies to the City staff. (1 meeting)

If desired, the Consultant Team will also attend and present at a public meeting of the Clive City Council.

WORKING RELATIONSHIP WITH CITY STAFF AND REVIEW BODIES

Our team will work collaboratively with City staff throughout the entire process. We also recommend the formation of an Advisory Committee to help steer the process and evaluate competing stakeholder input. Included in our work plan are two (2) joint workshops with the City Council and Planning Commission to ensure they are fully informed about the project and have an opportunity to provide their input and comments prior to the creation of the final draft plan.

PUBLIC ENGAGEMENT PLAN

Our public engagement plan is stakeholder focused yet provides opportunities for input from the entire community. We know that there are numerous property owners and building tenants that we need to hear from and make sure they understand the redevelopment study's purpose and resulting plan. Early in the process members of the consultant team will meet in small groups and one-on-one with identified stakeholders to gain their input. Later in Phase 3 when a plan draft is ready, members of our team will again meet with the stakeholders to individually review the plan draft and obtain their comments.

Included in our work plan are four (4) public meetings: a public input workshop at the beginning of the planning process, a public open house to reveal and present the plan draft, and public presentations of the final plan draft at both a Planning Commission meeting and a City Council meeting. As may be desirable, the consultant team will also make a public presentation of the final plan draft at a City of Clive Planning Commission meeting and City Council meeting.

PROFESSIONAL SERVICES

Fee Structure

The estimated fees for providing the professional services as detailed in our proposal is on an hourly basis not to exceed the amounts as detailed below. Reimbursable expenses, including printing and travel costs, shall not exceed five percent (5%) of the total project cost.

Phase 1 – Project Kick-Off Research + Analysis	\$ 45,335
Phase 2 – Vision, Input + Direction	\$ 37,445
Phase 3 – Draft Plan + Evaluation	\$ 190,085
Phase 4 – Final Draft Plan + Adoption	\$ 60,067
Reimbursable Expenses (not to exceed 5% of project total)	\$ 16,647
Total Anticipated Fee Not to Exceed	\$349,579

University Avenue Corridor Study - Redevelopment Plan																		
Fee Structure																		
Project Scope	Team Member by Firm	Confluence				Leland Consulting Group				Kirkham Michael				Sam Schwartz Engineering				Subtotal
		C. Shires	M. Carlisle	P. Alvord	J. Reasoner	C. Zahas	T. Kamp	D. Emmert	G. Cabalka	M. Gardner	B. Smith	S. Orney	K. Bassett	E. Salut	A. Hanson	K. Nickle		
		Hourly rate	\$170	\$160	\$155	\$85	\$225	\$180	\$295	\$190	\$125	\$190	\$155	\$108	\$123	\$110	\$83	
Phase 1 Project Kick-Off, Research + Analysis																		
1.1 Project Kick-Off Meeting (AC Meeting #1)	hours	8	8	8	24	2	2	2	4	4	8						70	
1.2 Preliminary Analysis Review Meeting (AC Meeting #2)	hours	8	8	8	24	2	2	2	4	4	47	96		21	84	310		
	fee	\$2,720	\$2,560	\$2,480	\$4,080	\$900	\$720	\$1,180	\$1,520	\$1,000	\$0	\$8,525	\$10,368	\$0	\$2,310	\$6,972	\$45,335	
Phase 2 Vision, Input + Direction																		
2.1 Public Workshop (Public Meeting #1)	hours	8	4		24	6	2	6									58	
2.2 Key Stakeholder Interviews	hours	16	16		16	8		8								3	75	
2.3 Joint Council and Commission Workshop (Joint Workshop #1)	hours	8	4		16	4		4	4	4						8	60	
2.4 Input and Vision Review Meeting (AC Meeting #3)	hours	8	4		16	4		4	4	4						3	50	
	fee	\$6,800	\$4,480	\$0	\$6,120	\$4,950	\$360	\$6,490	\$1,520	\$1,000	\$0	\$4,185	\$0	\$0	\$1,540	\$0	\$37,445	
Phase 3 Draft Plan + Evaluation																		
3.1 Draft Plan																		
1. Public and Stakeholder Input Summary	hours	8	4		8	2		2									24	
2. Development Opportunities Ident. & Analysis (3 to 4 sites/areas)	hours	8	40	16	40	16	24	16									160	
3. Market/Economic Analysis	hours	4	2		8	12	60	24									110	
4. Zoning and Land Use Analysis and Recommendations	hours	16	8		16	4	2	4									58	
5. Transportation and Walkability Analysis and Recommendations	hours	2	4		2	2	2	2	16		40	22	44	30	40	30	240	
6. Infrastructure Analysis and Recommendations	hours	2	2		2	4	8	2	24	80	60						184	
7. Redevelopment Plan Equity Analysis and Equity Components	hours	8	4		8	8	4	4									40	
8. Detailed Action and Phasing Plan	hours	8	8		16	8	4	8	8	16	16						96	
3.2 Draft Plan Review Sessions (AC Meeting #4 - #6)	hours	24	24		40	8	2	8	8	8	8	8	8			3	130	
3.3 Draft Plan Public Open House (Public Meeting #3)	hours	8	8		24	6	2	6	4	4							70	
3.4 Stakeholder Follow-Up Interviews	hours	16	16		16	6		6									71	
3.5 Joint Council & Commission Draft Review Workshop (Joint Workshop #2)	hours	8	4		16	4		4	6	6							64	
	fee	\$19,040	\$19,840	\$4,960	\$16,660	\$18,000	\$19,080	\$25,370	\$12,180	\$14,000	\$15,080	\$8,525	\$4,752	\$3,690	\$5,940	\$2,988	\$190,085	
Phase 4 Final Draft Plan																		
4.1 Final Draft Plan	hours	24	24	16	80	16	16	16	8	16	16	6	8			16	270	
4.2 Final Draft Plan Review Meeting (AC Meeting #7)	hours	8	8		16	6	2	6	4	4		3				3	60	
4.3 Planning Commission Public Meeting (Public Meeting #3)	hours	4	4		8	4		4	4	4		8					40	
4.4 City Council Public Meeting (Public Meeting #4)	hours	4	4		8	4		4	2	2		8					38	
	fee	\$6,800	\$6,400	\$2,480	\$9,520	\$6,750	\$3,240	\$8,850	\$3,420	\$3,250	\$2,080	\$3,675	\$864	\$0	\$1,210	\$1,328	\$60,067	
	Total Hours	208	208	64	428	136	130	142	98	154	132	162	148	30	100	136	2276	
	Total Fees	\$35,360	\$33,280	\$9,920	\$36,380	\$30,600	\$23,400	\$41,890	\$16,620	\$19,250	\$17,160	\$25,110	\$15,984	\$3,690	\$11,000	\$11,288	\$332,932	
	Total Fee by Firm		\$114,940				\$95,890		\$55,030			\$67,072					\$116,647	
Total Project Fee \$349,579																		

Project Timeframe

We are projecting that this project will take approximately 10-months to complete (approximately 300 days). Therefore, with an anticipated contract award date of December 16, 2019, this project will be completed by mid-October 2020. As part of the project kick-off, we will outline a detailed work plan and public meeting schedule to meet the needs of the City. Our team is immediately available to commit the necessary time and resources to your project in order to deliver an actionable and stakeholder supported Redevelopment Plan for the University Avenue Corridor.

University Avenue Corridor Study - Redevelopment Plan											
Project Timeline											
Project Scope	Dec 2019	Jan 2020	Feb 2020	Mar 2020	April 2020	May 2020	June 2020	July 2020	Aug 2020	Sept 2020	Oct 2020
Phase 1 Project Kick-Off, Research + Analysis											
1.1 Project Kick-Off Meeting (AC Meeting #1)	X										
1.2 Preliminary Analysis Review Meeting (AC Meeting #2)			X								
Phase 2 Vision, Input + Direction											
2.1 Public Workshop (Public Meeting #1)				X							
2.2 Key Stakeholder Interviews				X							
2.3 Joint Council and Commission Workshop (Joint Workshop #1)				X							
2.4 Input and Vision Review Meeting (AC Meeting #3)					X						
Phase 3 Draft Plan + Evaluation											
3.1 Draft Plan											
3.2 Draft Plan Review Sessions (AC Meetings #4 - #6)							X	X	X		
3.3 Draft Plan Public Open House (Public Meeting #3)									X		
3.4 Stakeholder Follow-Up Interviews									X		
3.5 Joint Council & Commission Draft Review Workshop (Joint Workshop #2)									X		
Phase 4 Final Draft Plan											
4.1 Final Draft Plan											
4.2 Final Draft Plan Review Meeting (AC Meeting #7)										X	
4.3 Planning Commission Public Meeting (Public Meeting #3)											X
4.4 City Council Public Meeting (Public Meeting #4)											X

REFERENCES

Below is the contact information for municipal references for similar projects:

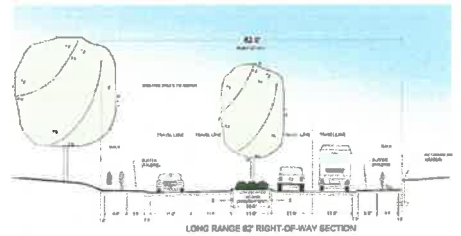
DAVID WILWERDING | MERLE HAY ROAD REDEVELOPMENT PLAN

Community Development Director, City of Johnston, Iowa / 515.727.7775
 DWilwerding@cityofjohnston.com



BILL MICHEEL | MT. VERNON ROAD CORRIDOR ACTION PLAN

Assistant Director, Community Development, City of Cedar Rapids, Iowa
 319.286.5045 / w.micheel@cedar-rapids.org



CAROLYN YATSOOKS | NORTH SCOTT CORRIDOR PLAN

Economic Development Director, City of Belton, Missouri / 816.892.1263
 cyatsook@belton.org



ELLEN HABEL | WEST LAND USE AREA MASTER PLAN

Assistant City Administrator, City of Coralville, Iowa / 319.248.1700
 ehabel@coralville.org



TIM MOERMAN | KETTLESTONE MASTER PLANNING

City Administrator, City of Waukee, Iowa / 515.978.7902
 tmoerman@waukeee.org



RESOLUTION APPROVING PROFESSIONAL CONSULTING SERVICES AGREEMENT

WHEREAS, funding is available for the University Avenue Corridor Study from the City of West Des Moines, City of Clive and a grant from the Metropolitan Planning Organization; and,

WHEREAS, a request for proposal was issued to hire a consultant for the University Avenue Corridor Study; and,

WHEREAS, from the eight proposals submitted, City staff has prepared an Agreement for Professional Consulting Services with Confluence, Inc.; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the City Manager is authorized and directed to enter into an Agreement for Professional Consulting Services with Confluence, Inc. for the University Avenue Corridor Study.

PASSED AND APPROVED on this 6th day of January, 2020.

Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: January 6, 2020

ITEM: Resolution - Approval and Acceptance of Consent and Hold Harmless Agreement, Purchase Agreement and Conveyance of Property Interests for the City Entrance Enhancements Project.

FINANCIAL IMPACT: \$8,730.00 (previously budgeted)

SYNOPSIS: On October 21, 2019, the City accepted an easement from Hawthorne Place, LLC, for the installation of City Entrance Enhancements (“Enhancements”). Des Moines Water Works (“DMWW”) has provided a Consent and Hold Harmless Agreement that allows the City to install the Enhancements within DMWW’s prior existing easement on the Hawthorne Place, LLC, property. Property interests necessary for the Project have also been acquired through a negotiated purchase agreement at the fair market value established by a compensation estimate prepared by JCG Land Services, Inc. from the YMCA, as shown on **Exhibit “A”**, with additional comments and/or additional costs not reflected in the compensation estimates shown in bold, if any. The YMCA has agreed to provide MidAmerican Energy a permanent electrical easement to provide service to an Entrance Enhancement, at no cost to the City. The attached resolution approves the Consent and Hold Harmless Agreement, the Purchase Agreement and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510-051-2018.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt a Resolution approving and accepting Consent and Hold Harmless Agreement, Purchase Agreement and Conveyance of Property Interests to the City of West Des Moines for Construction of the City Entrance Enhancements Project.

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

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney <i>RS</i>
Appropriations/Finance	<i>RS</i>
Legal	<i>RS</i>
Agenda Acceptance	<i>RS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

AUTHORIZING APPROVAL AND ACCEPTANCE OF CONSENT AND HOLD HARMLESS AGREEMENT, PURCHASE AGREEMENT AND CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE CITY ENTRANCE ENHANCEMENTS PROJECT, PROJECT NO. 0510-051-2018

WHEREAS, on January 7, 2019, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for the City Entrance Enhancements, Project No. 0510-051-2018; and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property interests necessary for the Project; and

WHEREAS, the name of the property owner and the fair market value, established by compensation estimates, of the property to be acquired through purchase agreements are attached hereto as **Exhibit "A"** and made a part of this resolution; and

WHEREAS, Des Moines Water Works has provided a Consent and Hold Harmless Agreement for the installation of improvements within a Des Moines Water Works' easement; and

WHEREAS, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreements.

PASSED AND ADOPTED this 6th day of January, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

CITY ENTRANCE ENHANCEMENTS, PROJECT NO. 0510-051-2018

PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	
1	Young Men's Christian Association of Greater Des Moines d/b/a YMCA of Greater Des Moines 948 73rd Street, Windsor Heights	\$8,730.00	\$0.00 for the Permanent Electrical Easement due to being located in setback area.
1	Des Moines Water Works (Hawthorne Place, LLC, d/b/a Signature Real Estate, Owner) 9500 University Avenue, West Des Moines	\$0.00	Consent and Hold Harmless Agreement only
	TOTAL	\$8,730.00	

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

DATE: January 6, 2020

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Conveyance of Property Interests for Project Osmium Public Infrastructure (Veterans Parkway and Middle Creek Trunk Sewer Extension)

FINANCIAL IMPACT: \$213,730.00 Previously approved/unpaid on 05/29/18
 \$ 19,432.00 Administrative Settlements (*Addendums to Purchase Agreements x3*)
 \$ 553.00 Prorated Property Tax Reimbursements (*Due to Possession/Right of Entry x3*)
 \$ 89,173.00 Previously approved/paid 12/16/19
 \$ 1,294.00 Prorated Property Tax Payments to Warren/Madison Co Treasurers
 \$324,182.00 Total

SYNOPSIS: On May 29, 2018, West Des Moines City Council approved purchase agreements totaling \$213,730.00 as well as conveyance of property interests (donation and above-mentioned purchases) from three (Colby, Koethe, Raccoon River Land Co.) of five developers who verbally agreed to enter into a *Memorandum of Understanding* regarding the dedication of property for the Veterans Parkway and Middle Creek Sewer Projects. On June 29, 2018, City Council held a Special Meeting approving and accepting purchase agreements and property interests from one of the two remaining developers, General Manufacturing (GM), in which GM negotiated additional compensation matching the highest appraised value of \$18,200/acre paid for the Koethe property. Subsequently, the first three transactions were canceled, pending re-negotiations to increase compensation, as was the intent of the *Memorandum of Understanding* that all five property owners dedicating property for the project were to be treated equally. Recently, a negotiated purchase agreement was reached with the last developer, K Properties, whom was paid on or about December 18, 2019, following check approval by City Council on December 16 (a staff report was not presented for this transaction due to technical difficulties at that time). The attached resolution approves the purchase agreements and addendums and, for policy and title purposes, formally accepts the property interests from the owners shown on **Exhibit "A"** (with additional comments and/or additional costs not reflected in the appraisals shown in bold, if any) and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730; Project Nos. 0510 008 2017, 0510 010 2017, 0510 011 2017, 0510 012 2017 and Account No. 640.000.000.5550.730; Project No. 0510 015 2017.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt Resolution Approving and Accepting Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for the Project Osmium Public Infrastructure (Veterans Parkway and Middle Creek Trunk Sewer Extension).

Lead Staff Member: Brian J. Hemesath, P.E., ~~Interim~~ City Engineer *TMJ for BSH*

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney <i>RS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>KR</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND
CONVEYANCE OF PROPERTY INTERESTS FOR THE CONSTRUCTION OF THE
PROJECT OSMIUM PUBLIC INFRASTRUCTURE
(VETERANS PARKWAY PROJECT NOS. 0510-008-2017, 0510-010-2017, 0510-011-2017,
AND 0510-012-2017 AND MIDDLE CREEK SANITARY SEWER PROJECT NO. 0510-015-2017).**

WHEREAS, on June 26, 2017, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for the construction of the Project Osmium Public Infrastructure (Veterans Parkway Project Nos. 0510-008-2017, 0510-010-2017, 0510-011-2017, And 0510-012-2017 and Middle Creek Sanitary Sewer Project No. 0510-015-2017); and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has obtained property interests through donation and has negotiated purchase agreements for the acquisition of property interests necessary for the Project; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired through purchase agreements are attached hereto as **Exhibit "A"** and made a part of this resolution; and

WHEREAS, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.

3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreements.

PASSED AND ADOPTED this 6th day of **January, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Exhibit "A"

**PROJECT OSMIUM PUBLIC INFRASTRUCTURE
(VETERANS PARKWAY PROJECT NOS. 0510-008-2017, 0510-010-2017, 0510-011-2017, AND 0510-012-2017 AND
MIDDLE CREEK SANITARY SEWER PROJECT NO. 0510-015-2017)**

<u>EXHIBIT/ PARCEL #</u>	<u>PROPERTY OWNER</u>	<u>ACQUIRED PRICE-FMV</u>	<u>ADMINISTRATIVE SETTLEMENTS = INCREASED VALUE FROM RANGE \$12,500-\$17,800 TO \$18,200/AC BASED ON VALUE FROM KOETHE PROPERTY</u>
*008-03-F 008-03-F2 008-03-P1 008-03-P2 008-03-P3 008-03-T1 008-03-T2 015: PE-2, TE-2	Charles I. Colby and Ruth Colby Investment Trust Warren Co. Parcel Nos. 93025050840 93025050820 93025050860 93025050880	\$135,326.00	*donation valued at \$177,800 \$132,530.00 (previously approved/unpaid on 05/29/18) + \$ 2,560.00 administrative settlement (addendum) \$ 236.00 prorated property tax reimbursement
*008-02-F 008-02-T *010-04-F1 010-04-F2 010-04-T 015: PE-4, TE-4	Lemar Koethe Warren Co. Parcel No. 93025050680 Madison Co. Parcel Nos. 010010180010000 010010180030000 010010180040000 010010180022000	\$35,864.00	*donations valued at \$91,700 and \$72,600, respectively \$31,500.00 (previously approved/unpaid on 05/29/18) + \$ 4,200.00 administrative settlement (addendum) \$ 164.00 prorated property tax reimbursement
*011-01-F 011-01-P 011-01-T 012: *2-F, 3-F, 4-F 2-P, 2-P1, 3-P, 4-P 2-T, 3-T, 4-T	Raccoon River Land Company, LLC Madison Co. Parcel Nos. 021010368000000 021010362000000 010010324000000 011010326000000 785010342000000 785010348000000	\$62,525.00	*donations valued at \$189,700 combined \$49,700.00 (previously approved/unpaid on 05/29/18) + \$12,672.00 administrative settlement (addendum) \$ 153.00 prorated property tax reimbursement
*010-01-F1 010-01-F2 010-01-T	K Properties, LLC Madison Co. Parcel Nos. 011010262010000 011010284000000 011010268000000 011010286000000	\$89,173.00	*donation valued at \$126,400 \$61,100.00 (previously approved/paid on 12/16/19) + \$27,883.00 administrative settlement (addendum) \$ 190.00 prorated property tax reimbursement
*008-03-F, 008-03-F2 *008-02-F	Warren County Treasurer (through anticipated Closing Date on or before 01/15/20)	\$678.00	\$500.00 Colby Trust Prorated Taxes \$178.00 Koethe Prorated Taxes
*010-01-F1 *010-04-F1, 010-04-F2 *011-01-F 012: *2-F, 3-F, 4-F	Madison County Treasurer (through anticipated Closing Date on or before 01/15/20)	\$616.00	\$111.00 K Properties Prorated Taxes (paid on 12/16/19) \$171.00 Koethe Prorated Taxes \$ 10.00 Raccoon River Land Prorated Taxes \$324.00 Raccoon River Land Prorated Taxes
	TOTAL	\$324,182.00	

NO CHANGES FROM PREVIOUS READING**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION****ITEM:** Amendment No. 4 Alluvion Urban Renewal Area – City Initiated **DATE:** January 6, 2020**ORDINANCE:** Approval of Second, Waiver of the Third Reading, and Final Adoption**FINANCIAL IMPACT:** It is anticipated that the City will commit to issuing property tax rebates not exceed \$1,275,871 for known development projects under the Property Tax Rebate program.**BACKGROUND:** The Alluvion Urban Renewal Plan was originally adopted in 2014 and amended in 2015, 2016, and 2018. On November 18, 2019 staff established a consultation meeting for Tuesday, November 26. The plan is now being amended by this, Amendment No. 4, to add additional projects and land to the 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 the approval of the second reading, waiver of the third reading, and final adoption of the Ordinance amending the TIF District**Lead Staff Member:** Rachel Wacker, Community and Economic Development**STAFF REVIEWS**

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	12/06/2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A		
Date Reviewed	October 23, 2019		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

ATTACHMENTS: Exhibit I Ordinance

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the December, 2019 Alluvion Urban Renewal Area Addition, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of West Des Moines, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Alluvion Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, certain taxable property within the Alluvion Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to establish a new “tax increment district” by designating the real property comprising the December, 2019 Alluvion Urban Renewal Area Addition;

BE IT ENACTED by the Council of the City of West Des Moines, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the December, 2019 Alluvion Urban Renewal Area Addition of the City, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City to finance projects in such area.

Section 2. Definitions. For use within the remainder of this ordinance the following terms shall have the following meanings:

“City” shall mean the City of West Des Moines, Iowa.

“County” shall mean Polk County, Iowa.

“2019 Urban Renewal Area Addition” shall mean the December, 2019 Alluvion Urban Renewal Area Addition of the City of West Des Moines, Iowa, the legal description of which is set out below, approved by the City Council by resolution adopted on December 16, 2019:

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 5th 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 5th 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 5th 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 1st Street;

Thence South, along the West Right of Way line of SE 1st 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 5th 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.

“Urban Renewal Area” shall mean the entirety of the Alluvion Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the December, 2019 Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the 2019 Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the 2019 Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the 2019 Urban Renewal Area Addition, as shown on the assessment roll

as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the 2019 Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the 2019 Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the 2019 Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the 2019 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the 2019 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. 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 6. 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, the 6th day of January, 2020.

Steven Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

Read First Time: December 16, 2019

Read Second Time: January 6, 2020

NO CHANGE FROM FIRST READING

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

DATE: January 6, 2020

ITEM:

Motion – Approval of Traffic Code Amendment
Special Stops Required
South 91st Street and Coachlight Drive
Southwest 60th Street and Southwest Kerry Street

Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

BACKGROUND:

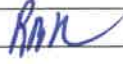

New roadway construction and development in the vicinity of the intersections is creating the need to install stop signs at the intersections. At the intersection of South 91st Street and Coachlight Drive it is recommended that stop signs be installed on the east and west approaches for Coachlight Drive. At the intersection of Southwest 60th Street and Southwest Kerry Street it is recommended to install a stop sign on Southwest 60th Street.

RECOMMENDATION:

City Council Approve:
-Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

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 25, 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 6-9-3-1: SPECIAL STOPS REQUIRED: is hereby amended by modifying the following:

Add:

Street

Coachlight Drive

Vehicles Traveling

Sixtieth (Southwest) Street

Shall Stop At

Ninety First (South) Street

Kerry (Southwest) 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 not in excess of a \$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 publications as required by law.

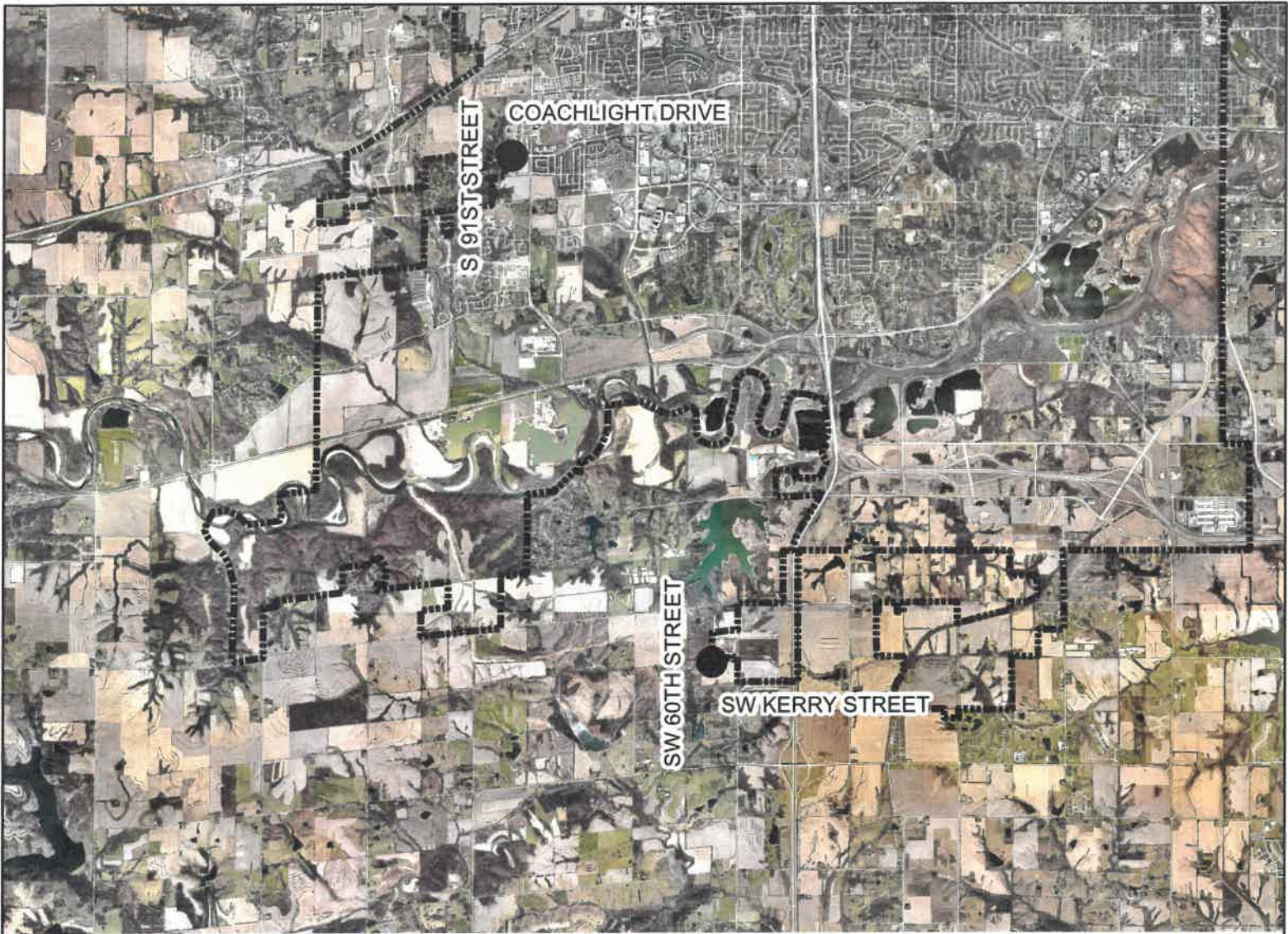
PASSED AND APPROVED this 6th day of January 2020.

Steven K. Gaer, Mayor

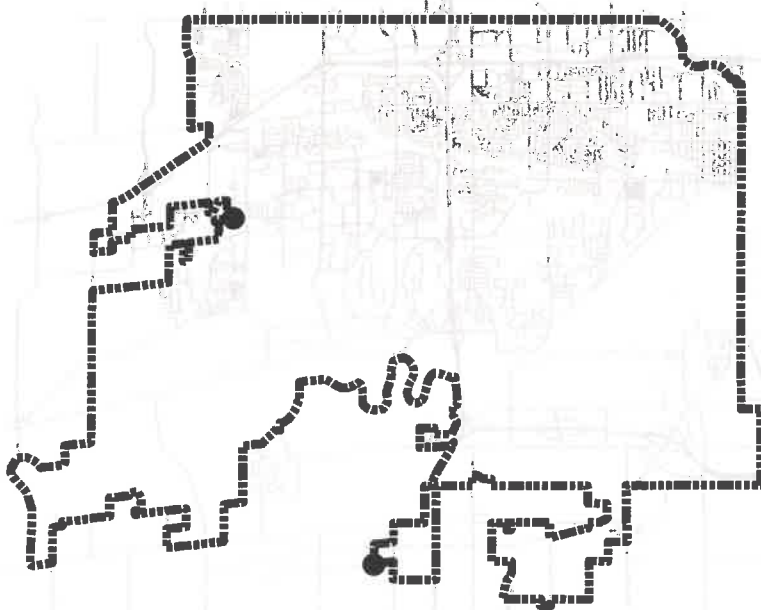
ATTEST:

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 Stops Required**

LOCATION: **South 91st Street and Coachlight Drive
Southwest 60th Street and Southwest Kerry Street**

DRAWN BY: REF

DATE: 12-02-2019

SHT. 1 of 1

NO CHANGE FROM FIRST READING

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

DATE: January 6, 2020

ITEM:

Motion - Approval of Traffic Code Amendments
 Special Speed Zones
 Southwest 60th Street – Veterans Parkway to Southwest Kerry Street
 Southwest Warren Avenue – Southwest Adams Street to Southern terminus of Southwest Warren Avenue
 Southwest Kerry Street – Southwest Warren Avenue to Western terminus of Southwest Kerry Street
 Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None

BACKGROUND:



Approval of the ordinance will assign a 35 mph speed limit to all of the streets listed in this Traffic Code Amendment.

RECOMMENDATION:

City Council Adopt:
 - Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

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 25, 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:

Add:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed</u>
Sixtieth (Southwest) Street	Veterans Parkway	Kerry (Southwest) Street	35 mph
Warren (Southwest) Avenue	Adams (Southwest) Street	Southern terminus of Warren (Southwest) Avenue	35 mph
Kerry (Southwest) Street	Warren (Southwest) Avenue	Western terminus of Kerry (Southwest) Avenue	35 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 6th day of January 2020.

Steven K. Gaer, Mayor

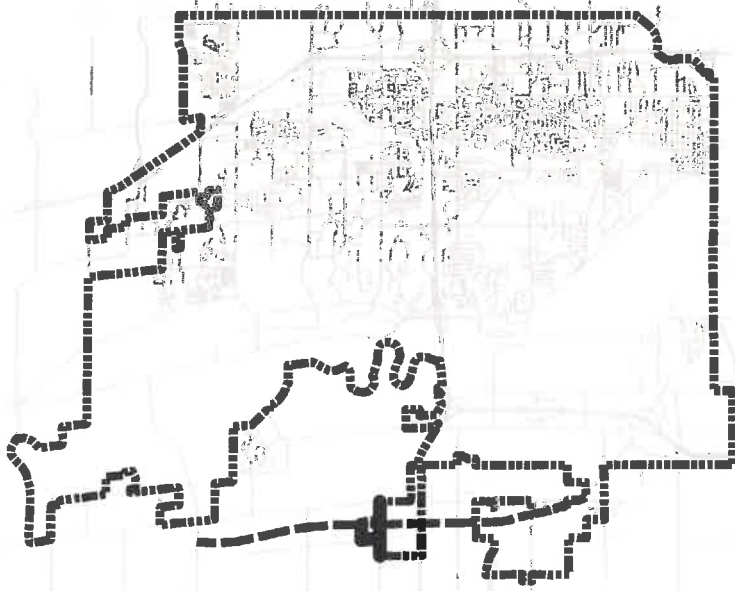
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2019.



VICINITY MAP



LEGEND

- PROJECT LOCATIONS 35 MPH
- CORPORATE LIMITS
- VETERANS PARKWAY



PROJECT: **Approval of Traffic Code Amendment, Special Speed Zones**
SW 60th Street - Veterans Parkway to SW Kerry Street

LOCATION: **SW Warren Avenue - SW Adams Street to Southern Terminus SW Warren Avenue**
SW Kerry Street - SW Warren Avenue to Western Terminus SW Kerry Street

DRAWN BY: REF

DATE: 12-02-2019

SHT. 1 of 1

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

DATE: January 6, 2020

ITEM:

Public Hearing (5:35 p.m.)
MidAmerican Energy RecPlex – Refrigeration BP #5a

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$2,450,000.00 for the Ice Refrigeration for the MidAmerican Energy RecPlex. There were two (2) bids submitted with the low bid of \$1,749,000.00 being submitted by Minnesota Ice, LLC of Apple Valley, Minnesota. The next lowest and only other bid was submitted by Rink-Tec International, Inc. of Vadnais Heights, Minnesota in the amount of \$2,221,767.00. Payments for the work will be made from account no. 692.400.700.5250.490 with the ultimate funding intended to come from a combination of funds already declared as excess in the Sewer Fund (\$1.5 million) and General Obligation bonds backed by Hotel-Motel tax revenue.

BACKGROUND:

The project consists of the turn-key double ice-skating rink refrigeration system for two (2) National Hockey League (NHL) size concrete refrigerated floors at the MidAmerican Energy RecPlex. This phase of the project is anticipated to be completed by July 15, 2020.

In addition to other irregularities, the bid submitted by Minnesota Ice failed to provide information required by the bid specifications regarding the number of comparable facilities it had installed or its ability to meet all city and state licensure requirements. Representatives of the City and Minnesota Ice engaged in additional written correspondence, copies of which are on file with the City Clerk, in order to clarify the outstanding issues. However, upon further review it was determined that the bid submitted by Minnesota Ice was not responsive to the bid specifications and therefore not in compliance with Iowa Code Chapter 26.9.

Due to the inability of Minnesota Ice to meet the requirements of the state code, it is the recommendation of City staff that the bid of Minnesota Ice be rejected and Refrigeration Bid Proposal #5a be awarded to Rink-Tec International, Inc. as the lowest responsive, responsible bidder.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for MidAmerican Energy RecPlex – Ice Refrigeration;
- Motion receiving and filing Report of Bids;
- Resolution awarding the contract for Refrigeration Bid Proposal #5a to Rink-Tec International, Inc.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on December 2, 2019, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**MidAmerican Energy RecPlex – Ice Refrigeration BP #5A
Project No. 0510-055-2018**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this **6th** day of **January, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**RESOLUTION AWARDING CONTRACT TO RINK -TEC INTERNATIONAL, INC. FOR
MIDAMERICAN ENERGY REC PLEX – REFRIGERATION BID PROPOSAL #5A**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**MidAmerican Energy RecPlex – Ice Refrigeration
Project No. 0510-055-2018**

and,

WHEREAS, two bids were received and opened by the City Clerk and placed on file by the City Council;
and

WHEREAS, the bid of Minnesota Ice, LLC in the amount of \$1,749,000.00 was the lowest bid received for the public improvement; and

WHEREAS, the bid received by Minnesota Ice, LLC did not provide the information required by the bid specifications regarding the number of comparable facilities it had installed or its ability to meet all city and state licensure requirements; and

WHEREAS, due to the inability of Minnesota Ice, LLC to meet the bid specifications proposed by the City, the bid is non-responsive and is rejected for failing to comply with Iowa Code Chapter 26.9; and

WHEREAS, the bid of Rink-Tec International, Inc. in the amount of \$2,221,767.00 was the lowest responsive, responsible bid received for the public improvement; and

WHEREAS, as the lowest responsive, responsible bidder, the contract for Refrigeration BP #5A should be awarded to Rink-Tec International, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the contract for MidAmerican Energy RecPlex – Refrigeration BP #5A is awarded to Rink-Tec International, Inc.

PASSED AND ADOPTED on this **6th** day of **January, 2020**.

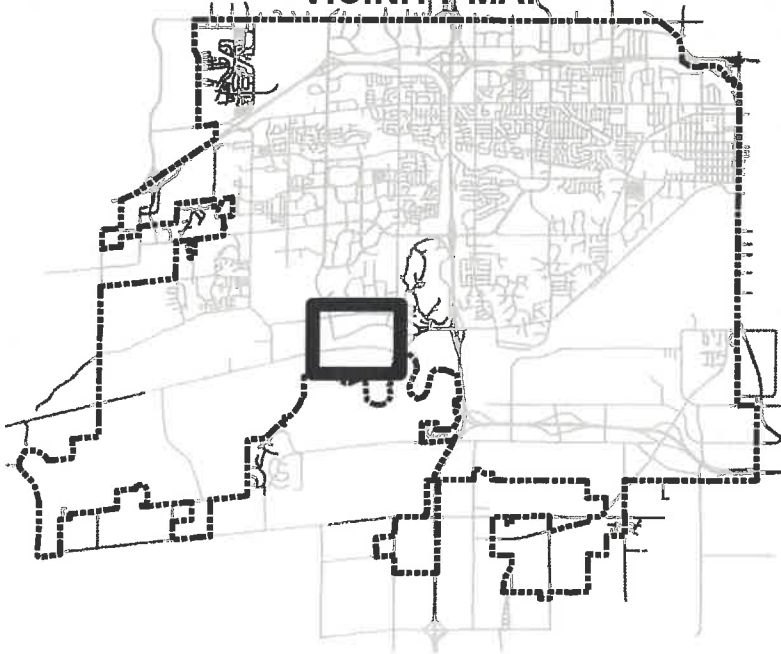
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

MidAmerican Energy RecPlex

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 1/16/2019

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

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

Date: January 6, 2020

ITEM: Courtyards at Kings Landing (FKA Courtyards at Sugar Creek), Northeast corner of S. 100th Street and Stagecoach Drive – Subdivide the property into 80 footprint lots, one street lot and 2 outlots for a detached townhome development – Caliber Iowa LLC. – FP-004502-2019

RESOLUTION: Acceptance of Surety and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Caliber Iowa LLC., represented by Eric Cannon of Snyder and Associates and with permission of the property owner, Courtyards at Kings Landing, LLC is requesting approval of a 27 acre Final Plat to create 80 footprint lots, one street lot and 2 outlots for private drives, storm water detention and open space. The Preliminary Plat for Courtyards at Kings Landing was reviewed and approved by the City Council on August 5, 2019.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on May 20, 2019, as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they agree with all of staff's recommendations and conditions. Staff would note that as part of this approval, the Council is approving and accepting the following:

- Surety in lieu of public improvements associated with the construction of sewers, trails, including all appurtenances associated with said improvements;
- Surety for the installation of landscape buffers required of the development;
- Legal documents that states that the developer agrees to disconnect the easternmost access to Stagecoach Drive when the planned connection to S Grand Prairie Parkway to the west is completed;
- Legal documents to establish public easements for Public Utility, Sanitary Sewers, Ingress/Egress and Buffers;
- Parkland Dedication Agreement which specifies improvements required of the development;
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property;

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 goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Final Plat, Courtyards at Kings Landing, to establish 80 footprint lots, one street lot and 2 outlots for a detached townhome development, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: J. Bradley Munford



Staff Reviews:

Department Director	LS
Appropriations/Finance	
Legal	JPS
Agenda Acceptance	(K)

PUBLICATION(S) (if applicable)

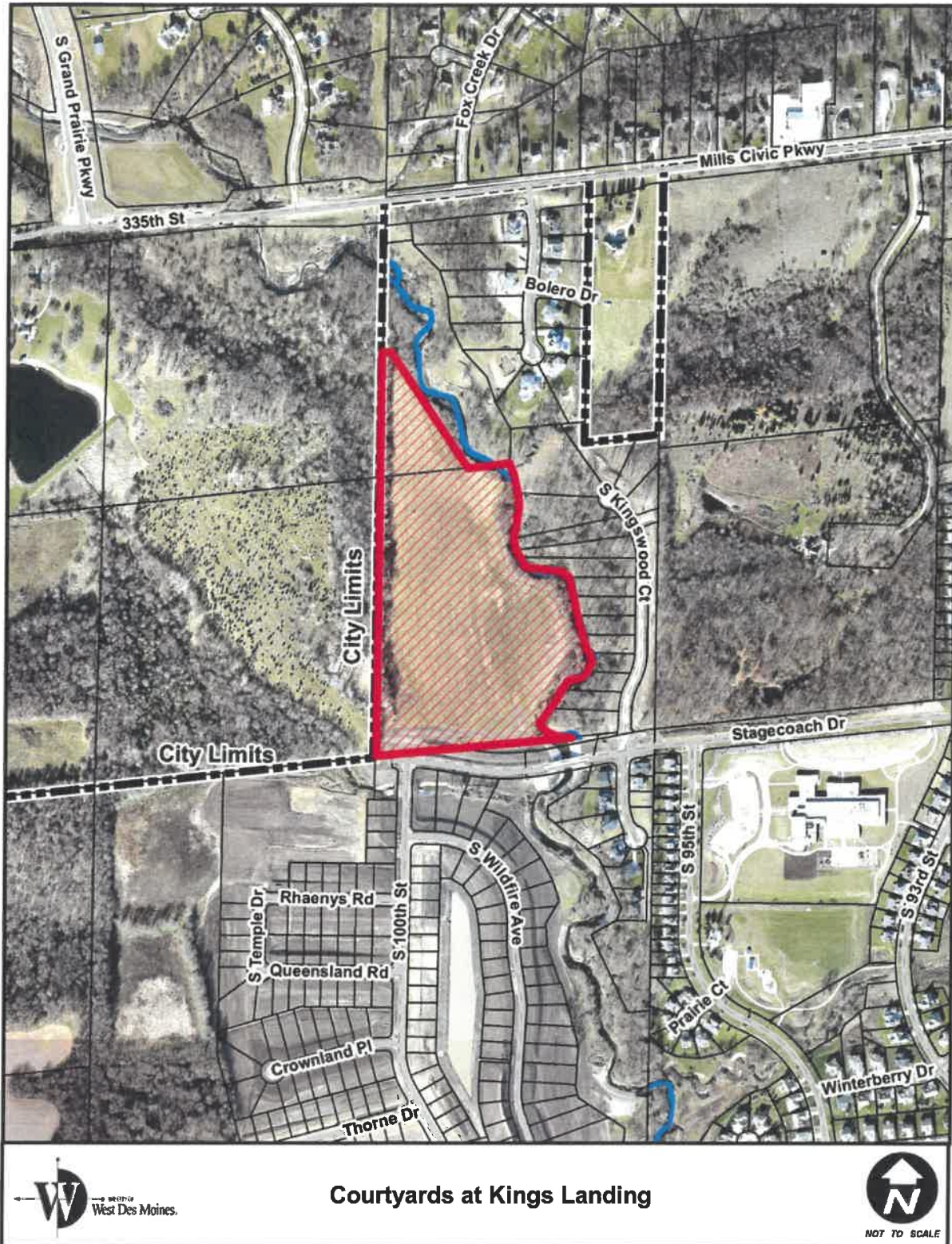
Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	May 20, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Location Map
- Exhibit II - Final Plat
- Exhibit III - Resolution: Accepting Surety for Public Improvements and Approval and Release of Final Plat
- Exhibit A - Conditions of Approval



COURTYARDS AT KINGS LANDING

FINAL PLAT

EXHIBIT II

AREA ABOVE RESERVED FOR RECORDER

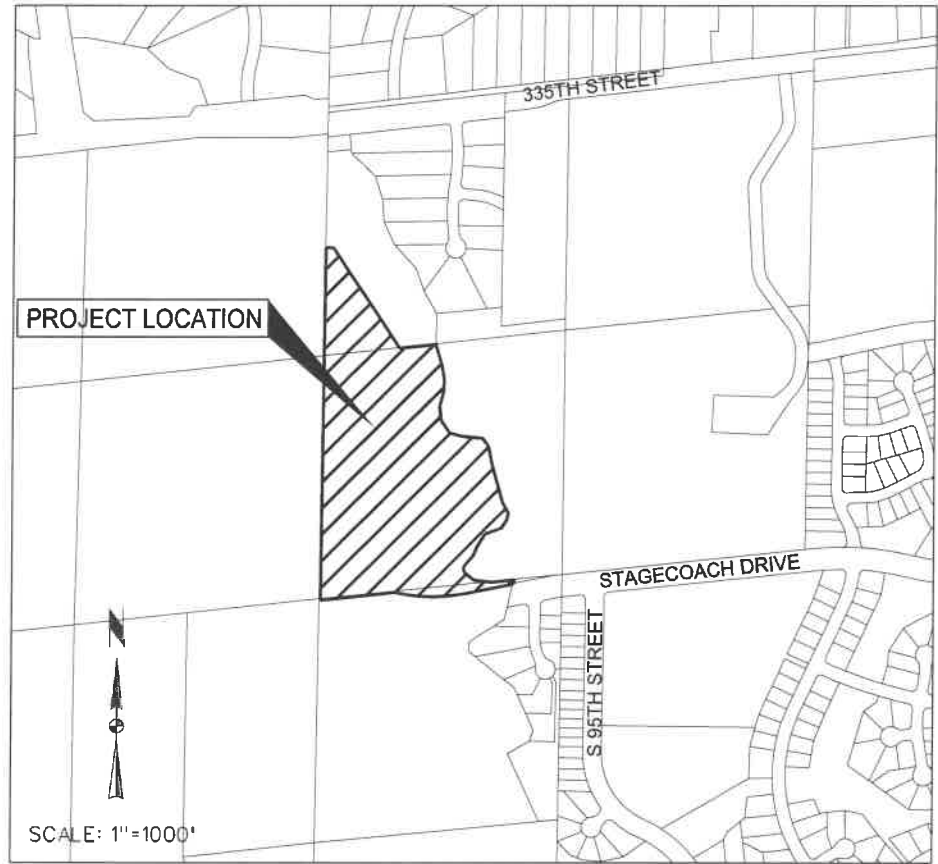
INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
PARCEL "17-121" SW1/4 SW1/4 SEC 15-78-26
OUTLOT "Y", TIBURON
OUTLOT "A", KINGS LANDING PLAT 2
Section 15, Township 78N, Range 26W

REQUESTED BY:
SUGAR CREEK ESTATES, LLC



VICINITY MAP

PLAT DESCRIPTION

WARRANTY DEED BOOK 2019, PAGE 9153

PARCEL "17-121" OF THE PLAT OF SURVEY RECORDED IN BOOK 2016, PAGE 22954, BEING A PART OF THE SW 1/4 OF THE SW 1/4 IN SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

OUTLOT "Y" IN TIBURON, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; AND

OUTLOT A IN KINGS LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

APPLICANT

COURTYARDS AT KINGS LANDING LLC
1680 SW ANKENY ROAD SUITE 1B
ANKENY, IA 50023

OWNER

COURTYARDS AT KINGS LANDING LLC
1680 SW ANKENY ROAD SUITE 1B
ANKENY, IA 50023

BULK REGULATIONS

FRONT YARD SETBACK = 35'
REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 7'

SECTION AREAS

NW1/4 SW1/4 SEC 15-78-26 = 2.97 Ac. (129,487 S.F.)
SW1/4 SW1/4 SEC 15-78-26 = 23.66 Ac. (1,030,593 S.F.)
NW1/4 NW1/4 SEC 22-78-26 = 0.52 Ac. (22,787 S.F.)

ZONING

RM - MEDIUM DENSITY RESIDENTIAL

COMPREHENSIVE LAND USE

EXISTING: SINGLE FAMILY RESIDENTIAL
PROPOSED: MEDIUM DENSITY RESIDENTIAL DISTRICT

FIRM DESIGNATION

THIS SITE IS WITHIN ZONE 'A' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS REFERENCED ON FLOOD INSURANCE RATE MAP (FIRM), MAP NO 19153C0315F, MAP REVISED MARCH 16, 2019.

BASIS OF BEARING

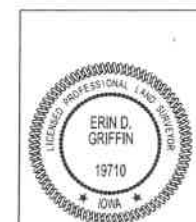
THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15-78-26 WAS ASSUMED TO BEAR NORTH 00°35'39" EAST.

NOTES

1. OUTLOT "X" AND "Y" ARE UNBUILDABLE.
2. STREET LOT "A" SHALL BE DEDICATED TO THE CITY OF WEST DES MOINES.
3. ALL PROPERTY CORNERS WILL BE SET WITHIN ONE YEAR OF RECORDING.
4. THE PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
5. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
5/8" Rebar, Blue Plastic Cap #18381 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	—	—
Control Point	○	○
Bench Mark	○	○
Platted Distance	M	M
Measured Bearing & Distance	R	R
Recorded As	D	D
Deed Distance	C	C
Calculated Distance	C	C
Minimum Protection Elevation	MPE	MPE
Centerline	—	—
Section Line	—	—
1/4 Section Line	—	—
1/4 1/4 Section Line	—	—
Easement Line	—	—



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS _____ Date _____
License Number 19710
My License Renewal Date is December 31, 2019

Pages or sheets covered by this plat: _____
Sheets 1-5 of 5

COURTYARDS AT KINGS LANDING

FINAL PLAT

SNYDER & ASSOCIATES, INC.



Project No: 117.0693A

Sheet 1 of 5

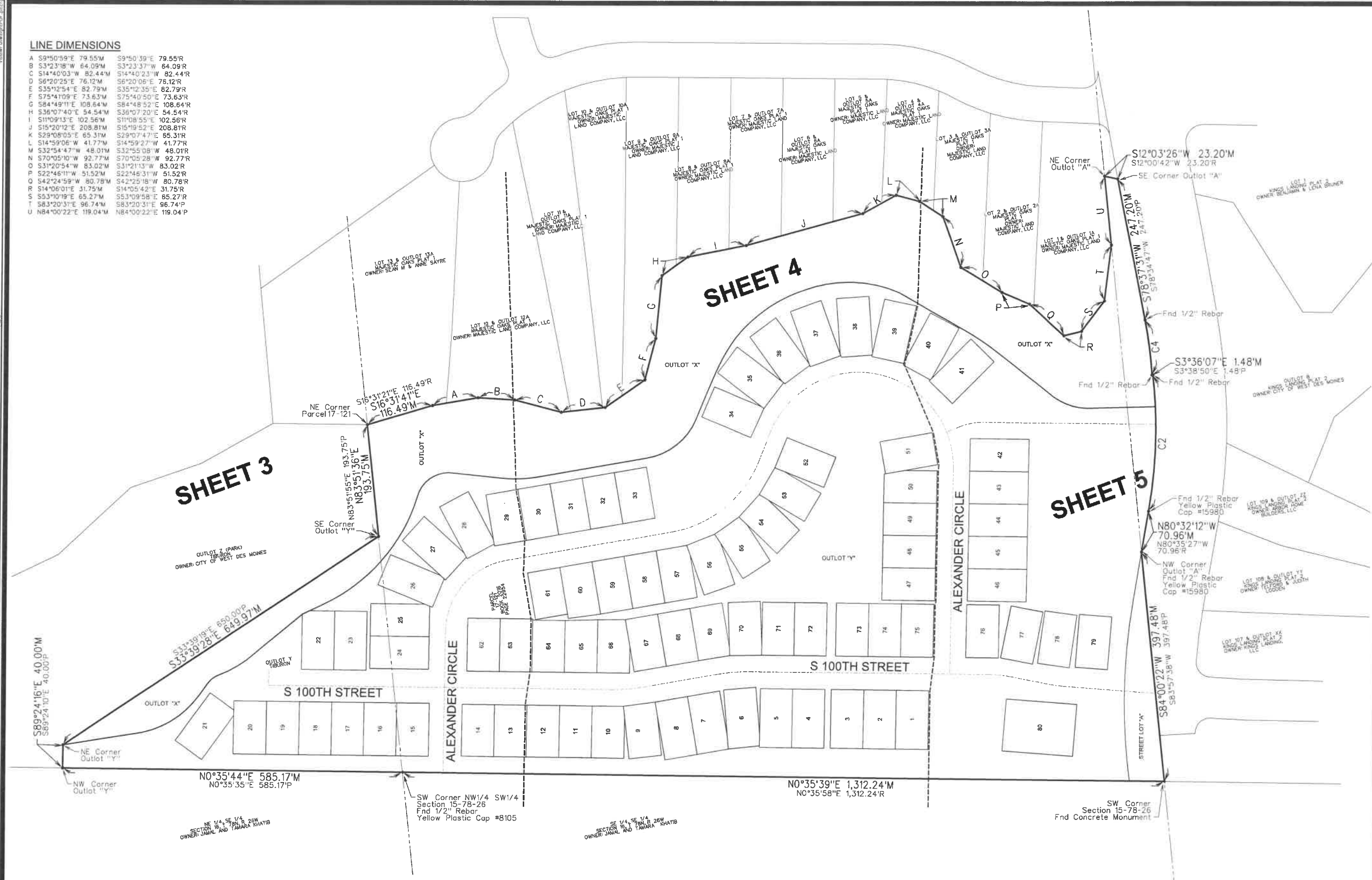
MARK	REVISION	DATE	BY
2	REVISED AS PER CITY COMMENTS	10/31	EDG
1	REVISED AS PER CITY COMMENTS	10/10	JDP

Engineer: KMM Checked By: EDG Scale: 1"=1' Field Bk: F
Technician: JDP Date: 04/29/19
Project No: 117.0693A Sheet 1

MAY 2020 12:57:37 PM
 S:\Projects\2020\117.0693A\COURTYARDS AT KINGS LANDING_FINAL PLAT.dwg
 Snyder 1:500

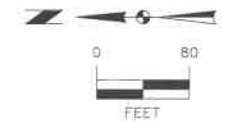
LINE DIMENSIONS

A	S9°50'39"E	79.55'M	S9°50'39"E	79.55'R
B	S3°23'18"W	64.09'M	S3°23'37"W	64.09'R
C	S14°40'03"W	82.44'M	S14°40'23"W	82.44'R
D	S6°20'25"E	76.12'M	S6°20'06"E	76.12'R
E	S35°12'54"E	82.79'M	S35°12'35"E	82.79'R
F	S75°41'09"E	73.63'M	S75°40'50"E	73.63'R
G	S84°49'11"E	106.64'M	S84°48'52"E	106.64'R
H	S36°07'40"E	54.54'M	S36°07'20"E	54.54'R
I	S11°09'13"E	102.56'M	S11°08'55"E	102.56'R
J	S15°20'12"E	208.81'M	S15°19'52"E	208.81'R
K	S29°08'05"E	65.31'M	S29°07'47"E	65.31'R
L	S14°59'06"W	41.77'M	S14°59'27"W	41.77'R
M	S32°54'47"W	48.01'M	S32°55'08"W	48.01'R
N	S70°05'10"W	92.77'M	S70°05'28"W	92.77'R
O	S31°20'54"W	83.02'M	S31°21'13"W	83.02'R
P	S22°46'11"W	51.52'M	S22°46'31"W	51.52'R
Q	S42°24'59"W	80.78'M	S42°25'19"W	80.78'R
R	S14°06'01"E	31.75'M	S14°05'42"E	31.75'R
S	S53°10'19"E	65.27'M	S53°09'58"E	65.27'R
T	S83°20'31"E	96.74'M	S83°20'31"E	96.74'R
U	N84°00'22"E	119.04'M	N84°00'22"E	119.04'R



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C2 (M)	16°04'55"RT	840.00'	235.77'	118.67'	N88°35'10"W 235.00'
C2 (R)	16°04'54"	840.00'	235.77'		N88°37'54"W 235.00'
C4 (M)	7°48'23"RT	705.00'	95.64'	47.90'	S82°30'42"W 95.57'
C4 (R)	7°48'22"	705.00'	95.64'		S82°27'58"E 95.57'



2	REVISED AS PER CITY COMMENTS	01/31/20	JDP	1"= 80'
1	REVISED AS PER CITY COMMENTS	10/10/19	JDP	

Engineer: KMM
 Checked By: EDG
 Date: 04/29/19
 Project No: 117.0693A
 Sheet 2 of 5

COURTYARDS AT KINGS LANDING

FINAL PLAT - SHEET INDEX

SNYDER & ASSOCIATES, INC.

WEST DES MOINES, IA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

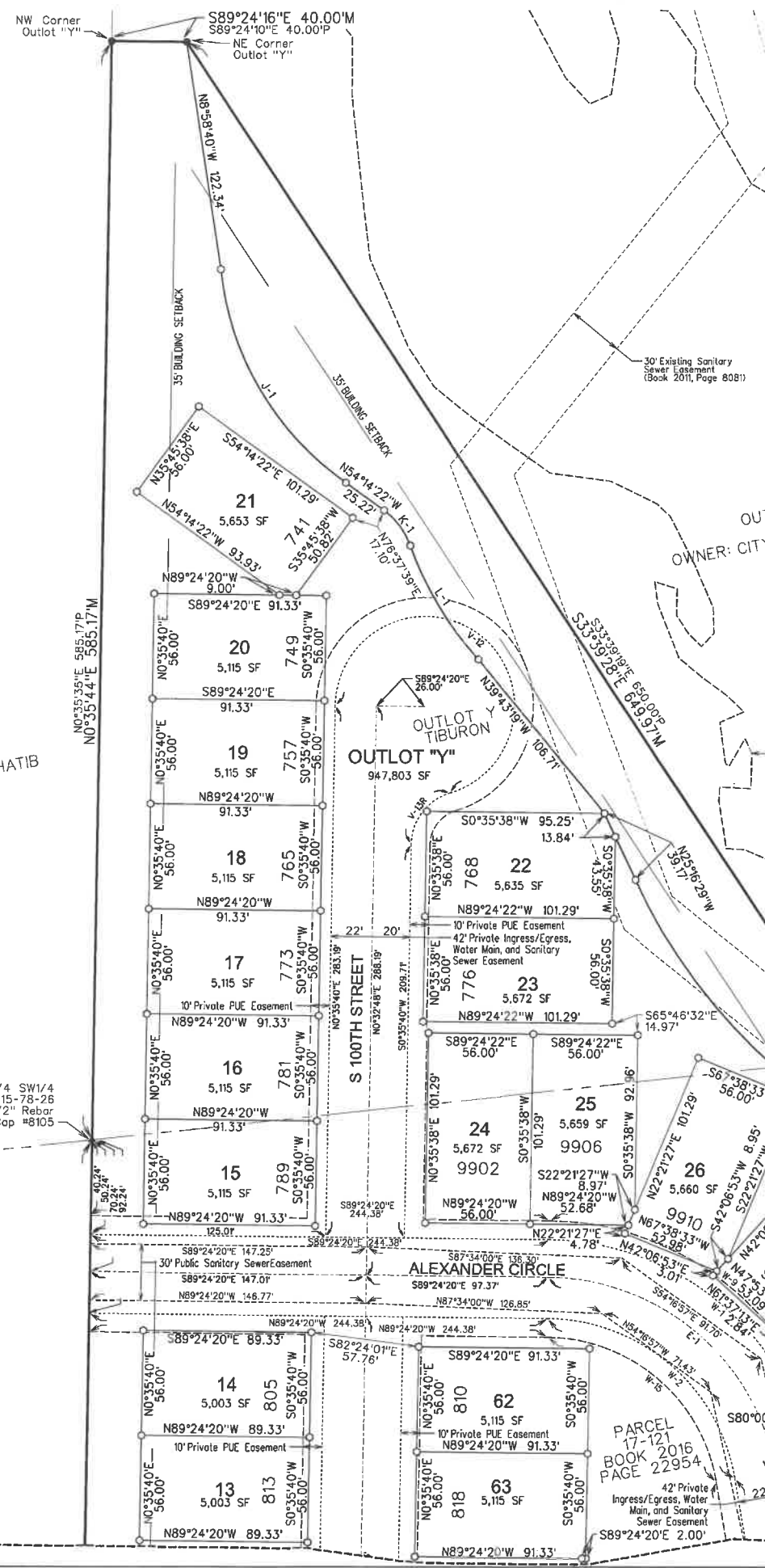
SNYDER & ASSOCIATES

Project No: 117.0693A
 Sheet 2 of 5

4/21/2024 10:29:00 AM Snyder 1-42

NE 1/4, SE 1/4 Section 16, T 78N, R 26W OWNER: JAMAL AND TAMARA KHATIB

SW Corner NW1/4 SW1/4 Section 15-78-26 Fnd 1/2" Rebar Yellow Plastic Cap #8105



CURVE TABLE

Table with columns: CURVE NO., DELTA, RADIUS, ARC LENGTH, TANGENT, CHORD BEARING/DISTANCE. Lists 15 curves (A-1 to W-15) with their respective geometric data.



COURTYARDS AT KINGS LANDING

FINAL PLAT



Project No: 117.0693A

Sheet 3 of 5

SNYDER & ASSOCIATES, INC. 2727 S.W. SNYDER BLVD. ANKENY, IOWA 50023 515-984-2020 | www.snyder-associates.com

WEST DES MOINES, IA

Revision table with columns: MARK, REVISION, DATE, BY. Shows two revisions for comments and scale.

Project No: 117.0693A Sheet 3 of 5

LOT 13 & OUTLOT 13A MAJESTIC OAKS PLAT 1 OWNER: SEAN M & ANNE SAYRE

LOT 12 & OUTLOT 12A MAJESTIC OAKS PLAT 1 OWNER: MAJESTIC LAND COMPANY, LLC

OUTLOT "X" 235,065 SF

OUTLOT "Y" 947,803 SF

OUTLOT Z (PARK) TIBURON OWNER: CITY OF WEST DES MOINES

ALEXANDER CIRCLE

S 100TH STREET

PARCEL 17-121 BOOK 2016 PAGE 22954

FEMA 100-YR FLOODPLAIN

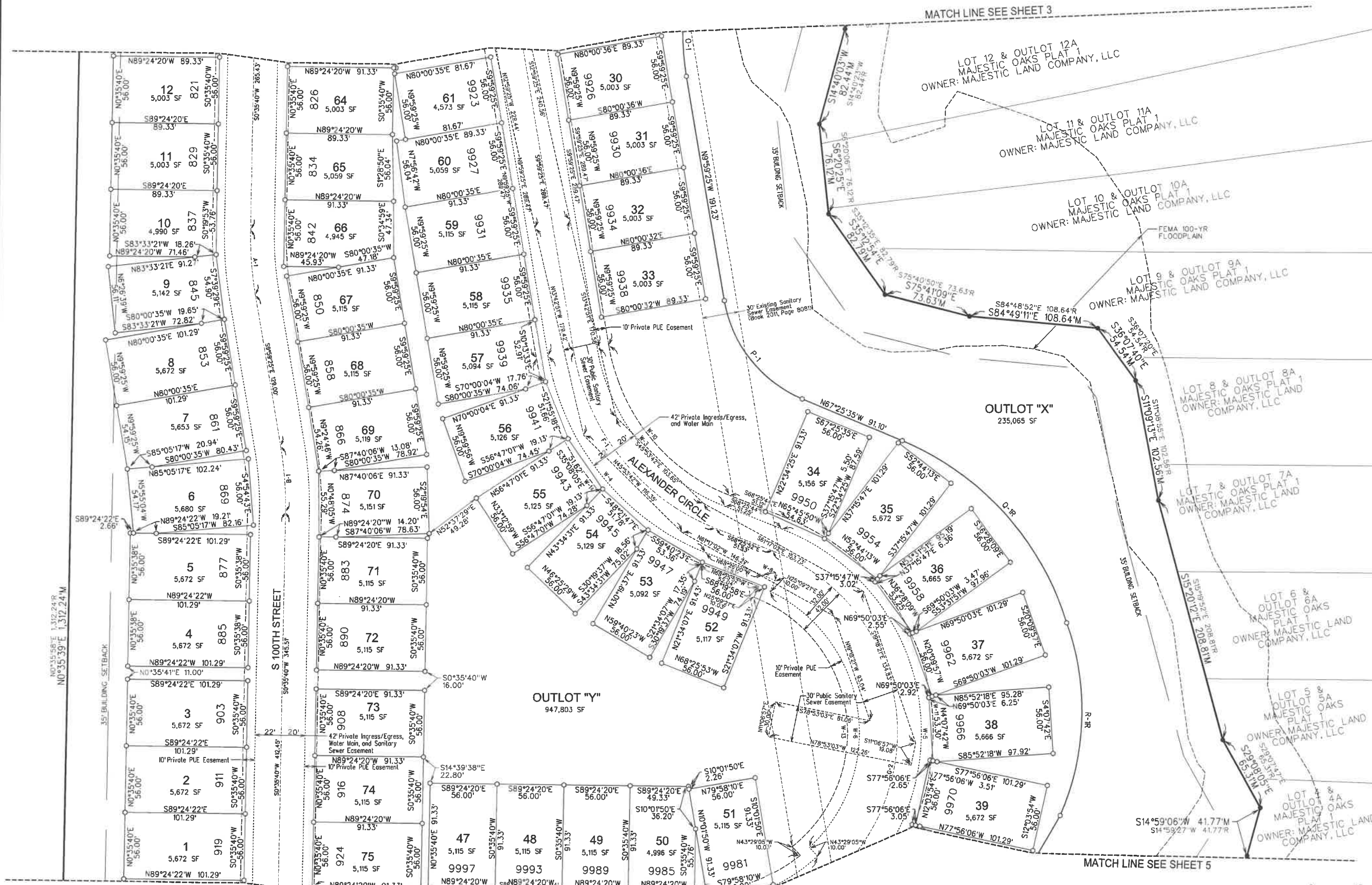
30' Existing Sanitary Sewer Easement (Book 2011, Page 808)

SE Corner Outlot "Y"

NE Corner Parcel 17-121

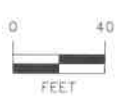
MATCH LINE SEE SHEET 4

ENGINEER: JAMES M. SNYDER, P.E. (IOWA LICENSE NO. 117.0693A)



MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 5



MARK	REVISION	DATE	BY
2	REVISED AS PER CITY COMMENTS	01/3/20 JMM	
1	REVISED AS PER CITY COMMENTS	10/10/19 JDP	

Engineer: JMM Checked By: EDG
 Technician: JDP Date: 04/29/19 Field Bk. Pg.

COURTYARDS AT KINGS LANDING

FINAL PLAT

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

Project No: 117.0693A

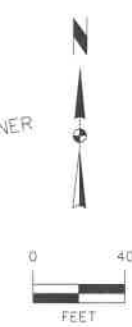
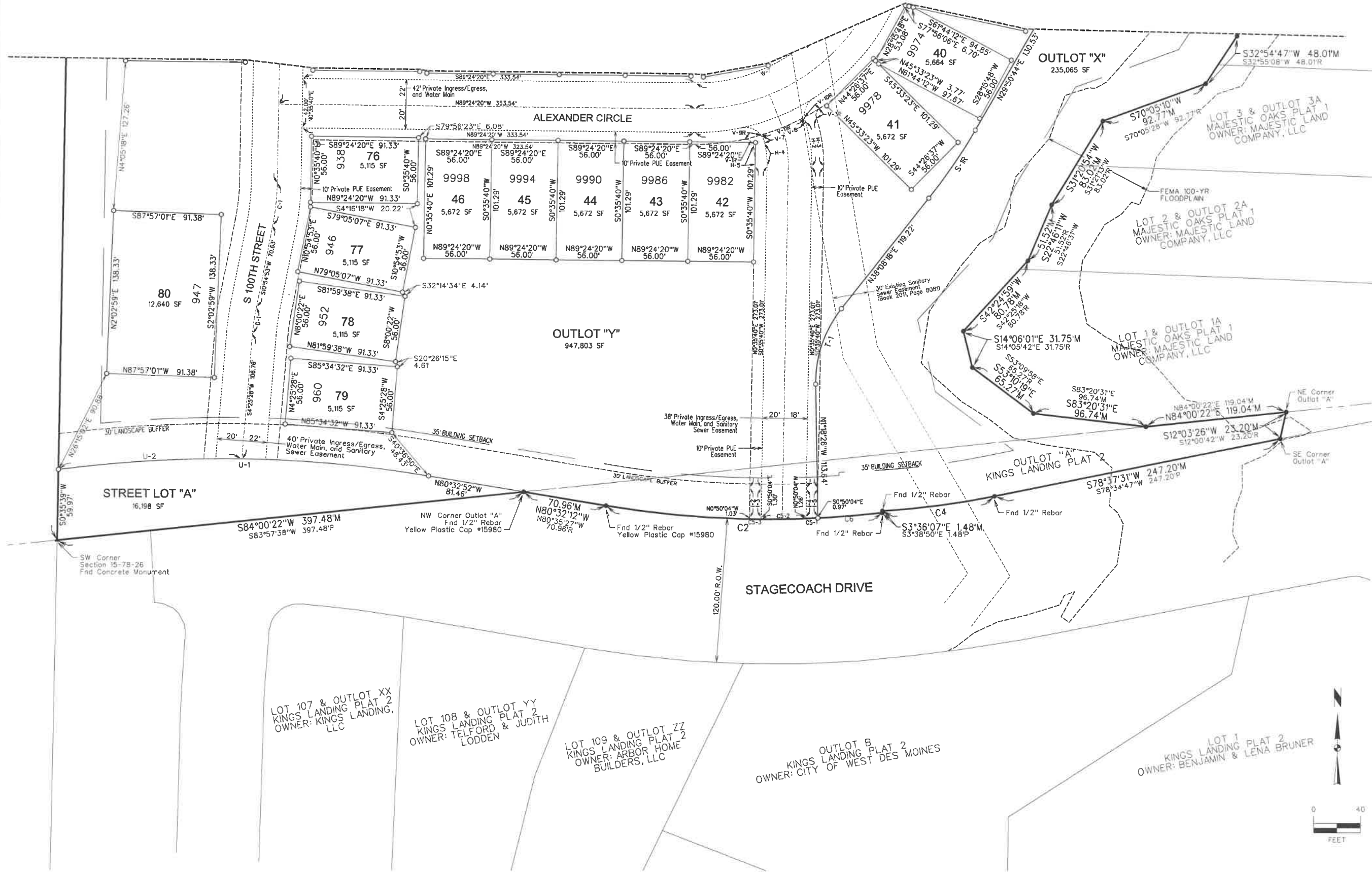
Sheet 4 of 5



Project No: 117.0693A

Sheet 4 of 5

15/12/2019 10:30:00 AM
Snyder
1:00
15/12/2019 10:30:00 AM
15/12/2019 10:30:00 AM



2	REVISED AS PER CITY COMMENTS	01/31/20 RMM
1	REVISED AS PER CITY COMMENTS	07/07/19 JDP
MARK	REVISION	DATE
Engineer: KMM	Checked By: EDG	Scale: 1" = 40'
Techician: JDP	Dates: 04/29/19	Field Bk: Pjt
Project No:	117.0693A	Sheet 5 of 5

COURTYARDS AT KINGS LANDING

FINAL PLAT

SNYDER & ASSOCIATES, INC.

WEST DES MOINES, IA

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 117.0693A

Sheet 5 of 5

EXHIBIT III

Prepared by: J. B. Munford, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING SURETY IN LIEU OF PUBLIC IMPROVEMENTS AND APPROVING AND RELEASING THE FINAL PLAT COURTYARDS AT KINGS LANDING (FP-004502-2019) FOR THE PURPOSE OF CREATING 80 FOOTPRINT LOTS, ONE STREET LOT AND 2 OUTLOTS FOR A DETACHED TOWNHOME DEVELOPMENT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Caliber Iowa LLC. has requested approval for a Final Plat (FP-004502-2019) for that 27 acre site located at Northeast corner of S. 100th Street and Stagecoach Drive for the purpose of subdividing the property into 80 footprint lots, one street lot and 2 outlots for private drives, storm water detention and open space;

Legal Description

PARCEL "17-121" OF THE PLAT OF SURVEY RECORDED IN BOOK 2016, PAGE 22954, BEING A PART OF THE SW ¼ OF THE SW 1/4 IN SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

OUTLOT "Y" IN TIBURON, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; AND

OUTLOT A IN KINGS LANDING PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORDS

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, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Courtyards at Kings Landing and recommended approval on July 22, 2019; and

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Courtyards at Kings Landing that was reviewed and approved by the City Council on August 5, 2019; and

WHEREAS, on January 6, 2020, this City Council held a duly-noticed meeting to consider the application for

Final Plat (FP-004502-2019); and

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Courtyards at Kings Landing at their meeting on January 6, 2020, subject to any conditions of approval; and

WHEREAS, the City Council did accept surety in lieu of constructing public improvements associated with the construction of public sanitary sewer, and public trails within the plat boundaries, and;

WHEREAS, the necessary easements have been established for Public Utility, Sanitary Sewers, Ingress/Egress and Buffers; and

WHEREAS, the applicant has provided a Parkland Dedication Agreement which specifies improvements required of the development, and;

WHEREAS, the City Council did accept surety for landscape buffers required as a part of this plat; and

WHEREAS, the City Council did accept the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property; and

WHEREAS, the City Council approves of the following address assignments;

Lot 1	919 S 100 th Street
Lot 2	911 S 100 th Street
Lot 3	903 S 100 th Street
Lot 4	885 S 100 th Street
Lot 5	877 S 100 th Street
Lot 6	869 S 100 th Street
Lot 7	861 S 100 th Street
Lot 8	853 S 100 th Street
Lot 9	845 S 100 th Street
Lot 10	837 S 100 th Street
Lot 11	829 S 100 th Street
Lot 12	821 S 100 th Street
Lot 13	813 S 100 th Street
Lot 14	805 S 100 th Street
Lot 15	789 S 100 th Street
Lot 16	781 S 100 th Street
Lot 17	773 S 100 th Street
Lot 18	765 S 100 th Street
Lot 19	757 S 100 th Street
Lot 20	749 S 100 th Street
Lot 21	741 S 100 th Street
Lot 22	768 S 100 th Street
Lot 23	776 S 100 th Street
Lot 24	9902 Alexander Circle
Lot 25	9906 Alexander Circle
Lot 26	9910 Alexander Circle
Lot 27	9914 Alexander Circle
Lot 28	9918 Alexander Circle
Lot 29	9922 Alexander Circle
Lot 30	9926 Alexander Circle
Lot 31	9930 Alexander Circle
Lot 32	9934 Alexander Circle
Lot 33	9938 Alexander Circle
Lot 34	9950 Alexander Circle
Lot 35	9954 Alexander Circle
Lot 36	9958 Alexander Circle
Lot 37	9962 Alexander Circle

Lot 38	9966 Alexander Circle
Lot 39	9970 Alexander Circle
Lot 40	9974 Alexander Circle
Lot 41	9978 Alexander Circle
Lot 42	9982 Alexander Circle
Lot 43	9986 Alexander Circle
Lot 44	9990 Alexander Circle
Lot 45	9994 Alexander Circle
Lot 46	9998 Alexander Circle
Lot 47	9997 Alexander Circle
Lot 48	9993 Alexander Circle
Lot 49	9989 Alexander Circle
Lot 50	9985 Alexander Circle
Lot 51	9981 Alexander Circle
Lot 52	9949 Alexander Circle
Lot 53	9947 Alexander Circle
Lot 54	9945 Alexander Circle
Lot 55	9943 Alexander Circle
Lot 56	9941 Alexander Circle
Lot 57	9939 Alexander Circle
Lot 58	9935 Alexander Circle
Lot 59	9931 Alexander Circle
Lot 60	9927 Alexander Circle
Lot 61	9923 Alexander Circle
Lot 62	810 S 100 th Street
Lot 63	818 S 100 th Street
Lot 64	826 S 100 th Street
Lot 65	834 S 100 th Street
Lot 66	842 S 100 th Street
Lot 67	850 S 100 th Street
Lot 68	858 S 100 th Street
Lot 69	866 S 100 th Street
Lot 70	874 S 100 th Street
Lot 71	883 S 100 th Street
Lot 72	890 S 100 th Street
Lot 73	908 S 100 th Street
Lot 74	916 S 100 th Street
Lot 75	924 S 100 th Street
Lot 76	938 S 100 th Street
Lot 77	946 S 100 th Street
Lot 78	952 S 100 th Street
Lot 79	960 S 100 th Street
Lot 80	947 S 100 th Street

WHEREAS, Courtyards at Kings Landing is zoned Residential Medium Density (RM-8) and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, dated January 6, 2020, or as amended orally at the City Council hearing of January 6, 2020, are adopted.

SECTION 2. Final Plat, Courtyards at Kings Landing (FP-004502-2019) is approved, subject to compliance with all the conditions in the staff report, dated January 6, 2020, including conditions added at the Hearing, if any, and attached hereto as Exhibit "A". Violation of any such conditions

shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. This resolution does release the Courtyards at Kings Landing (FP-004502-2019) for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on January 6, 2020 and Roll Call No. _____.

CERTIFICATE

I, Ryan Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on January 6, 2020, among other proceedings, Roll Call No. _____ approved said plat on January 6, 2020, and released said Final Plat for recordation.

Ryan Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of January, 2020.

Steven K Gaer, Mayor

ATTEST:

Ryan Jacobson
City Clerk

**EXHIBIT A:
CONDITIONS OF APPROVAL**

1. None

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

Date: January, 2020

ITEM: Amendment to City Code – Amend Title 3 (Business and Licensing), Chapter 8 (Pawnbrokers) to modify the procedures and requirements for reporting pawned items by Pawnbrokers.

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to the noted chapter and sections of Title 3 (Business and Licensing) to amend regulations pertaining to Pawnbrokers.

- Title 3 (Business and Licensing)
 - Chapter 8 (Pawnbrokers), Section 10 (Reports and Records Required), Section 11 (Prohibited Acts) and Section 12 (Pawned Articles; Requirements For)


This amendment requires the use of technology for current reporting requirements. The amendment also reduces the time which action can be taken on a pawned item from 15 days to 10 days and removes the restriction for days of business.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: City Staff recommends the City Council approve the first reading to amend City Code, Title 3 (Business and Licensing), Chapter 8 (Pawnbrokers).

Lead Staff Member: Chief Chris Scott, West Des Moines Police Department

STAFF REVIEWS:

Department Director	Chief Chris Scott, Chief of Police	
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Richard Scieszinski, City Attorney <i>JDS</i>	
Agenda Acceptance	<i>(initials)</i>	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety Subcommittee		
Date Reviewed	12/06/19		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I
- Proposed Ordinance

ORDINANCE # _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019, BY AMENDING TITLE 3 (BUSINESS AND LICENSING), CHAPTER 8 (PAWNBROKERS) TO MODIFY THE REPORTING PROCEDURES AND REQUIREMENTS FOR PAWNED ITEMS BY PAWNBROKERS.

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

SECTION 1. AMENDMENT. Title 3 (Business and Licensing), Chapter 8 (Pawnbrokers), Section 10 (Reports and Records Required) is hereby amended by deleting the provisions of Section 10 in their entirety and replacing the provisions in Section with the following:

A. The Chief of Police shall designate an Internet-based property tracking service. Every pawnbroker shall report each transaction of secondhand goods and tangible personal property within twenty-four (24) hours of the transaction to the Internet-based tracking service. The record of each transaction shall include:

1. A description of the person selling, purchasing, pawning, trading, or exchanging the item, which description shall include the person's first and last name, address of residence, date of birth, sex, and driver's license or state issued identification card number including the state;
2. Serial and model numbers, a transcription of any engraving or other identifying labels, markings, or writings located on the item, the brand name and model name;
3. An estimated value of each article;
4. The amount paid, advanced, or loaned for each item;
5. The date and time of the transaction;
6. The titles of any movie cassette tapes or discs and computer software;
7. The titles and artist names of any musical cassette tapes, discs, and albums;
8. The number and description of any decorative precious or semiprecious gems, stones, or jewelry;
9. Any mortgage or bill of sale taken, or receipt or pawn ticket given;
10. When, and by whom, the article was bought back or redeemed;
11. When, to whom, and how, an article was disposed of, if not redeemed; and
12. A clear and recognizable digital photograph of each item, which shall only be required if the item lacks a serial or model number.

B. The records required in paragraph A above shall be the property of the City, and the pawnbroker shall be the custodial keeper of such records and make the same available to the City or its designee at any time so that the records may be examined or upon demand by the City or its designee, the pawnbroker shall immediately surrender possession of such records to the City or its designee. Such records shall be retained for at least a three (3) year period.

SECTION 2. AMENDMENT. Title 3 (Business and Licensing), Chapter 8 (Pawnbrokers), Section 11 (Prohibited Acts) is hereby amended by deleting the provisions of Section 11 in their entirety and replacing the provisions in

Section with the following:

- A. No pawnbroker, nor any agent or employee thereof, shall purchase or receive any personal property from any person under eighteen (18) years of age.
- B. No pawnbroker shall conceal, secrete, or destroy for the purpose of concealing, any article purchased or received by him for the purpose of preventing identification thereof by a police officer of any person claiming to own the same.
- C. No pawnbroker shall sell or otherwise dispose of any article during the time any person has the right to buy back or redeem the same.
- D. No pawnbroker shall clean, repair, dye, or alter in any manner whatsoever any article of clothing taken in pawn or purchased outright for a period of ten (10) days following receipt thereof.
- E. No pawnbroker nor any agent or employee thereof, shall purchase or receive on deposit any item from a person of unsound mind or an intoxicated person.
- F. No pawnbroker, nor any agent or employee thereof, shall acquire, by purchase, barter, exchange or pawn, items bearing evidence of a serial number which has been tampered with or scratch or obliterated in any manner unless such person immediately contacts the West Des Moines Police Department.
- G. No pawnbroker shall sell, or permit to be redeemed or otherwise disposed of any article which he has reason to believe has been stolen, or which is adversely claimed by any person, or which he has been notified in writing by a police officer not to sell, release, or otherwise dispose of by a police officer. The pawnbroker shall acknowledge receipt of notification by the police officer, and such notification not to sell, release or dispose of any article shall not exceed thirty (30) days from acknowledgment of notice by pawnbroker.
- H. Any pawnbroker, agent or employee thereof who shall fail to keep records as required under this Chapter, or fail to make the required record entries, or shall intentionally or knowingly make any false or unintelligible record entry, or make any record entry which he or she has reason to believe is untrue, or who shall fail to make the reasonable inquiries necessary to enable him or her to make bona fide record entries, or who shall fail to produce records upon request by an officer having authority to examine the records, or who shall destroy or negligently permit the records to be destroyed or lost, shall be guilty of a prohibited act under this Chapter.

SECTION 3. AMENDMENT. Title 3 (Business and Licensing), Chapter 8 (Pawnbrokers), Section 12 (Pawned Articles; Requirements For) is hereby amended by adding the text in bold lettering and deleting the text in strikethrough and shaded text;

- A. Destroying, Disposing, or Dismantling Articles for ~~Fifteen~~ **Ten** Days: No person purchasing or receiving any article described in the preceding Section shall melt, alter, mutilate, destroy, ~~sell~~ or dispose of the same within ~~fifteen~~ **ten (15) (10)** days after the report is made to the Police Department except upon written consent from the Chief of Police or his designee. Every bicycle, motorcycle, or automobile purchased or received shall be kept intact for a period of ~~fifteen (15)~~ **ten (10)** days unless permission to dismantle the same has been obtained in writing from the Chief of Police.
- B. Change or Mutilation of Jewelry: No article of jewelry shall be changed in its form or altered, dismantled, or mutilated in any way within the time fixed for sale or redemption.

SECTION 4. REPEALER: All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 5. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 6. VIOLATIONS AND PENALTIES: Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 and 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 7. OTHER REMEDIES: In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 8. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this _____ day _____ 2020.

Steven K Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2020, and was published in the Des Moines Register on _____, 2020.

Ryan Jacobson, City Clerk