

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: May 4, 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

Due to the State Public Health Emergency Declaration regarding COVID-19, this meeting will be conducted electronically pursuant to Iowa Code 21.8 and the Proclamation of Governor Kim Reynolds dated March 19, 2020. Members of the public wishing to participate in this meeting will only be able to do so telephonically, by calling: 515-207-8241, Enter Conference ID: 166 263 385#

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of April 20, 2020 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, 5990 University Avenue - Class LC Liquor License with Carryout Wine, Sunday Sales and Catering Privileges - Renewal
 2. Orilla Chicken Company, Inc. d/b/a The Chicken, 4221 SE Orilla Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 3. Eat Thai, LLC d/b/a Eat Thai, Thai Eatery, 1821 22nd Street, #103 - Class BW Permit with Sunday Sales - Renewal
 4. El Fogon del Chivo, LLC d/b/a El Fogon, 1250 8th Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 5. Dino Investment, Corp. d/b/a The Filling Station, 305 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal

6. BBMG Mills Civic Parkway, LLC d/b/a Grumpy Goat Tavern, 6420 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 7. Kinseth Hotel Corporation d/b/a Hampton Inn, 6160 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
 8. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Six-Month Class LC Liquor License with Outdoor Service - New
 9. Kinseth Hotel Corporation d/b/a Homewood Suites, 6220 Stagecoach Drive - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
 10. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 1700 Valley West Drive (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 11. MM, LLC d/b/a Ladder #13, 1316 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 12. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westown Parkway - Class LC Liquor License with Sunday Sales - Renewal
 13. The Operating Room, LLC d/b/a The Operating Room, 5515 Mills Civic Parkway, Suites 130 and 135 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 14. Pike VII Management Inc. d/b/a Smashburger, 1821 22nd Street, Suite #106 - Class B Beer Permit with Sunday Sales - Renewal
 15. Whole Foods Market Group, Inc. d/b/a Whole Foods Market, 4100 University Avenue - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 16. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal
- d. Motion - Approval of License Agreement - Des Moines Bicycle Collective "BCycle" Bike Share
- e. Motion - Approval of Contract Agreements:
1. 2020 Street and Pavement Repair Supplemental Retainer Contract
 2. Portland Cement Concrete Material for Improved Street Maintenance
- f. Motion - Approval of Professional Services Agreement - Audit Services
- g. Motion - Approval of Additional 2019-20 FY Hotel/Motel Tax Allocations to the Historic Valley Junction Foundation

- h. Motion - Approval of Change Order #10 - South 88th Street and Mills Civic Parkway Reconstruction
- i. Motion - Approval of Amendments to Professional Services Agreements:
 - 1. Johnson Creek Realignment
 - 2. West Public Services Facility
- j. Motion - Approval of Master Conduit License and Sharing Agreement with MCC Iowa, LLC (Mediacom)
- k. Resolution - Award Contract - MidAmerican Energy RecPlex Indoor/Outdoor Synthetic Turf Fields
- l. Resolution - Accept Work - Ashworth Road Improvements - Jordan Creek Parkway to 81st Street
- m. Resolution - Accept Public Improvements - Scheels Warehouse Sanitary Sewer
- n. Resolution - Approval of Consent to Collateral Assignment of the Development Agreement and Upper Story Housing Program Agreement with Junction House 329, LLC
- o. Resolution - Approval and Acceptance of Property Interests:
 - 1. Raccoon River Bank Stabilization Project
 - 2. South Grand Prairie Parkway Grade Separation Project and Raccoon River Basin Segment 5 Sewer - Lift Station and Forcemain Project
- p. Resolution - Approval of Termination of Lease Agreement with the West Des Moines Business Incubator - 318 5th Street
- q. Proclamation - Approval of Proclamations:
 - 1. Bike Month, May 2020
 - 2. Police Officers Week, May 10-16, 2020

5. Old Business

- a. The Preserve, south of Raccoon River adjacent to SW Grand Prairie Parkway - Amend the Planned Unit Development (PUD) to Establish Development Standards and Modify Signage Regulations - Raccoon River Land Company, LLC
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Woodland Hills Urban Renewal Area - Approval of Amended TIF Ordinance - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations) - Modify the Requirements for Prohibited Parking - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Community Development Block Grant Program - 2020-24 Consolidated Plan, 2020-21 Annual Action Plan, 2019-20 Amended Annual Action Plan, 2018-19 Amended Annual Action Plan, Citizen Participation Plan, and Outreach Policy for Minority and Women Owned Businesses - City Initiated
 - 1. Resolution - Approval of Community Development Block Grant Program Plans

- b. Valley Junction Business District Pavers and Sidewalk, Phase 1 - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- c. Public Safety Station #22 Roof Replacement - 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. Dave & Busters, 170 South Jordan Creek Parkway - Preliminary Plat to Subdivide Property into One Commercial Lot and Site Plan to Construct a Building Pad for a 22,600 sq. ft. Building - Brookfield Properties Retail
 - 1. Resolution - Approval of Preliminary Plat and Site Plan

- b. Westport, 33346 V Court - Subdivide Property into 83 Lots for Single Family Development, Five Public Street Lots, Four Outlots for Future Development, and One Outlot for Storm Water Detention - Westport Development, LLC
 - 1. Resolution - Approval of Revised Preliminary Plat

- c. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement) - Clarify the Process Regarding Disorderly and Nuisance Property Violations - City Initiated
 - 1. Ordinance - Approval of First Reading

- d. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) - Add Section 11 (Disorderly and Nuisance Properties) to the City Code - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

9. Other Matters

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

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West Des Moines City Council Proceedings
Monday, April 20, 2020

Due to the State Public Health Emergency Declaration regarding COVID-19, this meeting was conducted electronically pursuant to Iowa Code 21.8 and the Proclamation of Governor Kim Reynolds dated March 19, 2020.

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, via teleconference on Monday, April 20, 2020 at 5:30 PM. Council members present via teleconference were: R. Hardman, G. Hudson, M. McKinney, K. Trevillyan, and R. Trimble.

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

Vote 20-129: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

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

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

Polk County Supervisor Angela Connolly provided an update on the county's activities related to the COVID-19 pandemic.

Council member Hardman reported she attended a virtual meeting of the Human Rights Commission, where discussion was held on the commission's strategic plan. She also attended a virtual meeting of the Library Board of Trustees, where discussion was held on ways to offer library services to the public while the building is closed. She also reported that Katherine Harrington, President/CEO of the West Des Moines Chamber of Commerce, has started a series of conversations with CEO's in our community.

Council member McKinney reported he attended a virtual meeting of the Public Services Subcommittee, where discussion was held on drainage issues in the Commerce area. He also attended a virtual meeting of the Development and Planning Subcommittee, where discussion was held on a sidewalk issue and the ordinance regarding agricultural animals in the city. He commended Katherine Harrington, President/CEO of the West Des Moines Chamber of Commerce, for getting off to a great start in her new role, particularly under the circumstances of the COVID-19 pandemic. He also expressed appreciation to City staff for its flexibility in temporarily relaxing some of the sign regulations for struggling businesses.

Council member Hudson also commended Katherine Harrington, President/CEO of the West Des Moines Chamber of Commerce, for getting off to a great start in her new role, particularly

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under the circumstances of the COVID-19 pandemic. He also welcomed the new Deputy City Clerk Julius Arrington, who started his position last month.

Council member Trimble reported he attended a virtual meeting of the Finance and Administration Subcommittee, where discussion was held on a Police Department ATV purchase, a property tax rebate program request in Valley Junction, proposed awards through the Property Improvement Fund and Regulatory Compliance Fund, and a COVID-19 small business relief proposal. He reported the Parks and Recreation Advisory Board also held a virtual meeting, where discussion was held on a request from West Des Moines Girls Softball to construct an indoor practice facility in Holiday Park and renewal of the agreement for the BCycle bike share station at Raccoon River Park. He also reported the Raccoon River Park Boathouse is on schedule to open in early-June, and the Jamie Hurd Amphitheater is ahead of schedule and is expected to open in August.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of April 6, 2020 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Tasting Station Restaurant Group, LLC d/b/a BeerStyles Gastropub & Taproom/SALT of the Hearth, 5513 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 2. Blazin Wings, Inc. d/b/a Buffalo Wild Wings Grill & Bar, 6925 Mills Civic Parkway, Suite #115 - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
 3. Bonsai Food Management, LLC d/b/a Dino's Bar & Grill, 5962 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
 4. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class LE Liquor License with Carryout Wine and Carryout Beer - Renewal
 5. Foundry Distilling Company, LLC d/b/a Foundry Distilling Company, 111 South 11th Street, Suite 100 - Class C Native Distilled Spirits License with Sunday Sales and Outdoor Service - Renewal
 6. Migliero Real Estate d/b/a G. Mig's 5th Street Pub, 128 5th Street - Class LC Liquor License with Sunday Sales - Renewal
 7. Hy-Vee, Inc. d/b/a Hy-Vee Drugstore #2, 1010 60th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 8. Red Robin International, Inc. d/b/a Red Robin America's Gourmet Burgers & Spirits, 6255 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 9. St. Francis of Assisi Roman Catholic Church d/b/a St. Francis of Assisi Church, 7075 Ashworth Road - Class BW Permit with Sunday Sales - Renewal

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10. Kelly Midwest Ventures LP d/b/a Staybridge Suites, 6905 Lake Drive - Class LB Liquor License with Sunday Sales - Renewal
 11. Boggs Properties, LLC d/b/a Sully's Irish Pub, 110 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 12. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
 13. Wasabi Group Inc. d/b/a Wasabi, 9500 University Avenue, Suite 2101 - Class LC Liquor License with Carryout Wine, Sunday Sales and Outdoor Service - Renewal
- d. Approval of Enterprise Agreement and Payment - ESRI
 - e. Approval of Temporary Access License to Della Vita - EP True Parkway Extension, west of 88th Street
 - f. Approval of Professional Services Agreement - MidAmerican Energy RecPlex Website Design and Development
 - g. Approval of Artist Agreements:
 1. Jamie Hurd Amphitheater Public Art
 2. Traffic Signal Box Environmental Education Public Art
 - h. Approval of Change Orders:
 1. Grand Avenue Improvements, South Jordan Creek Parkway to South 88th Street, #9
 2. West Public Services Facility - Building and Site Improvements, #7
 - i. Approval of Amendment No. 2 to Professional Services Agreement - 2019 Bridge Inspection Program
 - j. Approval of Extension of Entitlement - Office at the Galleria, 645 South 60th Street
 - k. Approval of Subcommittee Recommendations - Redevelopment Incentive Programs (Property Improvement Fund and Regulatory Compliance Fund)
 - l. Authorize City Manager to Waive and Defer Development Agreement Requirements for Businesses Impacted by COVID-19
 - m. Approval of Settlement and Release Agreement with Todd and Cindy Herren - Cedar Ridge Sewer Extension

Vote 20-130: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(a) Amendment to City Code - Title 9 (Zoning), Chapter 3 (General Zoning Provisions) - Exempt from General Zoning Regulations City Improvements which Promote the Public Health, Safety and Welfare, initiated by the City of West Des Moines

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

Vote 20-131: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

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The City Clerk read the preamble to the ordinance.

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

Vote 20-132: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 20-133: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Vacation of a Portion of Booneville Road Right of Way, initiated by the City of West Des Moines

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

Vote 20-134: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-135: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 20-136: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer stated, due to a potential conflict of interest related to Item 5(c), Mayor Pro tem Hardman will preside over this portion of the meeting.

On Item 5(c) Not to Exceed \$6,000,000 General Fund Capital Loan Notes, initiated by the City of West Des Moines

It was moved by Trimble, second by Trevillyan to adopt Resolution - Instituting Proceedings to Take Additional Action for Authorization of a Loan Agreement and the Issuance of Capital Loan Notes and Resolution - Authorize Action to Enter into a Loan Agreement with West Bank.

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Vote 20-137: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer resumed presiding over the meeting.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider The Preserve, south of Raccoon River adjacent to SW Grand Prairie Parkway - Amend Comprehensive Plan Land Use Map to Designate Single Family and Medium Density Residential Land Use and Amend the Planned Unit Development (PUD) to Establish Development Standards and Modify Signage Regulations, initiated by Raccoon River Land Company, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on April 4, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with one member abstaining and one member absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and PUD amendment.

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

It was moved by Hardman, second by Trimble to adopt Resolution - Approval of Comprehensive Plan Amendment.

Vote 20-138: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 20-139: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-140: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider 2020-21 FY Operating and Capital Budget, initiated by the City of West Des Moines (Continued from March 16, 2020 and March 23, 2020). He asked for the date the notice was published and the City Clerk indicated the notice was published on April 10, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trimble, second by McKinney to adopt Resolution - Approval of Budget.

Council member Trimble expressed appreciation to staff for their efforts in forecasting potential losses in revenue due to the COVID-19 pandemic, and he stated the Council will likely be looking into possible budget reductions in the near future.

Council member Hardman expressed appreciation to staff for their efforts in preparing this budget. She also thanked City Manager Tom Hadden for the video message he released.

Vote 20-141: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Parks Restrooms and Shelters, Phase 2 - Miscellaneous 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 April 10, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by McKinney to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Hartland Bobcat Services, LLC.

Council member Hardman requested an explanation why one bid was significantly lower than the others.

Brian Hemesath, City Engineer, responded the COVID-19 pandemic situation could be leading to a shortage of projects, so some contractors may be willing to lower their prices to secure the projects. He noted that staff does not have any knowledge of poor performance from the low bidder, so they are recommending the contract be awarded to that contractor.

Vote 20-142: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) The Preserves Estates Plat 1, east side of SW Grand Prairie Parkway, south of the Raccoon River - Subdivide Property into 12 Residential Lots and Two Street Lots, initiated by Raccoon River Land Development Company, LLC.

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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.

Council member McKinney expressed appreciation to staff for their continued efforts in addressing the concerns regarding the connection fee district that applies to this development.

Vote 20-143: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Water Tower Lighting, 505 South 50th Street - Approval of Minor Modification to Allow Elevated Directional Lighting, initiated by West Des Moines Water Works.

It was moved by Trevillyan, second by Hardman to adopt Resolution - Approval of Minor Modification, subject to the applicant complying with all applicable City Code requirements.

Council member McKinney noted that approval of this minor modification does not address the funding of the lighting project, and he stated he has some concerns regarding how to fund this in light of the COVID-19 pandemic situation.

Council member Hudson stated he supports the lighting project as long as it is consistently white lighting. He also expressed concerns regarding how to fund the project.

City Manager Tom Hadden reported the estimated total cost of the project is \$72,000, and the City would be responsible for funding half. He noted the City's share could be covered by surplus funds from CIP projects where the bids came in below the estimate, and he believes it is a great marketing opportunity for the City along a major interstate highway.

Vote 20-144: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Scheels Warehouse, 175 South 9th Street, Building 300 - Request to Waive City Code Requirement for Curbs, initiated by Scheels All-Sports, Inc.

Council member Trimble stated he supports this particular request, but he expressed concerns about setting a precedent for developers to construct rolled curbs and then request a waiver.

City Manager Tom Hadden noted the developer also requested additional waivers for landscaping requirements, but staff has recommended that those requirements remain in place.

It was moved by Trimble, second by Hudson to adopt Resolution - Approval of Waiver of Curb Requirement, subject to the applicant complying with all applicable City Code requirements.

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Vote 20-145: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(d) 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 Hudson to consider the first reading of the ordinance.

Vote 20-146: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-147: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(e) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 6
(Parking Regulations) - Modify the Requirements for Prohibited Parking, initiated by the City of
West Des Moines

It was moved by McKinney, second by Hudson to consider the first reading of the ordinance.

Vote 20-148: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by McKinney, second by Hudson to approve the first reading of the ordinance.

Vote 20-149: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes
Motion carried.

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

On Item 9 - Other Matters: none

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

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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: May 4, 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	05/04/2020	\$ 3,069,081.72
EFT Claims	05/04/2020	\$ 486,856.52
Control Pay	05/04/2020	\$ 146,702.81
Microsoft Escrow Checks	05/04/2020	\$ 0.00
Microsoft Escrow EFT	05/04/2020	\$ 0.00
End of Month & Off-Cycle	04/07/2020 to 05/17/2020	\$ 182,416.94

RECOMMENDATION: Move to approve Bill Lists as presented.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>TS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 05/04/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	05/04/2020	316520	Accounts Payable	44,000.00
Check	05/04/2020	316521	Accounts Payable	750.00
Check	05/04/2020	316522	Accounts Payable	56,414.33
Check	05/04/2020	316523	Accounts Payable	751.70
Check	05/04/2020	316524	Accounts Payable	14,460.50
Check	05/04/2020	316525	Accounts Payable	260.00
Check	05/04/2020	316526	Accounts Payable	60,347.12
Check	05/04/2020	316527	Accounts Payable	1,896.81
Check	05/04/2020	316528	Accounts Payable	1,596.10
Check	05/04/2020	316529	Accounts Payable	7,508.54
Check	05/04/2020	316530	Accounts Payable	447.00
Check	05/04/2020	316531	Accounts Payable	200.00
Check	05/04/2020	316532	Accounts Payable	11,005.94
Check	05/04/2020	316533	Accounts Payable	9,802.83
Check	05/04/2020	316534	Accounts Payable	10,950.00
Check	05/04/2020	316535	Accounts Payable	230.00
Check	05/04/2020	316536	Accounts Payable	104,391.01
Check	05/04/2020	316537	Accounts Payable	69.00
Check	05/04/2020	316538	Accounts Payable	32.95
Check	05/04/2020	316539	Accounts Payable	254.86
Check	05/04/2020	316540	Accounts Payable	1,540.20
Check	05/04/2020	316541	Accounts Payable	4,503.00
Check	05/04/2020	316542	Accounts Payable	69,453.66
Check	05/04/2020	316543	Accounts Payable	3,176.83
Check	05/04/2020	316544	Accounts Payable	7,981.63
Check	05/04/2020	316545	Accounts Payable	3,600.00
Check	05/04/2020	316546	Accounts Payable	4,040.00
Check	05/04/2020	316547	Accounts Payable	881.75
Check	05/04/2020	316548	Accounts Payable	715.00
Check	05/04/2020	316549	Accounts Payable	6,000.00
Check	05/04/2020	316550	Accounts Payable	47.20
Check	05/04/2020	316551	Accounts Payable	17,400.00

City of West Des Moines
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 05/04/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	05/04/2020	316552	Accounts Payable	ELECTRICAL ENGINEERING & EQUIPMENT CO	54.71
Check	05/04/2020	316553	Accounts Payable	EMBLEM ENTERPRISES INC	356.33
Check	05/04/2020	316554	Accounts Payable	FARNSWORTH GROUP INC	261.25
Check	05/04/2020	316555	Accounts Payable	FASTENAL COMPANY	177.98
Check	05/04/2020	316556	Accounts Payable	FERGUSON , JULIE	138.00
Check	05/04/2020	316557	Accounts Payable	GENERAL TRAFFIC CONTROLS INC	96,960.00
Check	05/04/2020	316558	Accounts Payable	GILCREST JEWETT LUMBER COMPANY	251.22
Check	05/04/2020	316559	Accounts Payable	GRAINGER INC	57.97
Check	05/04/2020	316560	Accounts Payable	GRAPHIC HOUSE INC	126,386.33
Check	05/04/2020	316561	Accounts Payable	GRAYBAR ELECTRIC CO INC	7,732.23
Check	05/04/2020	316562	Accounts Payable	GRIMES ASPHALT & PAVING	480.20
Check	05/04/2020	316563	Accounts Payable	GRUSS CONSTRUCTION LLC	105,228.65
Check	05/04/2020	316564	Accounts Payable	HAGEN , LORI	11.50
Check	05/04/2020	316565	Accounts Payable	HAHN , JENNIFER	6,483.00
Check	05/04/2020	316566	Accounts Payable	HENKEL CONSTRUCTION COMPANY	114,570.00
Check	05/04/2020	316567	Accounts Payable	HOME DEPOT CREDIT SERVICES	56.49
Check	05/04/2020	316568	Accounts Payable	INFINISOURCE INC	20.00
Check	05/04/2020	316569	Accounts Payable	INGERSOLL-RAND INDUSTRIAL US INC	725.56
Check	05/04/2020	316570	Accounts Payable	IOWA CTS CLEANERS LLC	75.00
Check	05/04/2020	316571	Accounts Payable	IOWA DEPARTMENT OF ADMIN SERVICES	3,500.00
Check	05/04/2020	316572	Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	7,547.82
Check	05/04/2020	316573	Accounts Payable	IOWA PRISON INDUSTRIES	306.90
Check	05/04/2020	316574	Accounts Payable	IOWA SIGNAL INC	800.00
Check	05/04/2020	316575	Accounts Payable	ITSVVVY LLC	478.90
Check	05/04/2020	316576	Accounts Payable	JEFFREY L BRUCE & COMPANY LLC	721.00
Check	05/04/2020	316577	Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	05/04/2020	316578	Accounts Payable	JOHNSON CONTROLS INC- TX	10,491.00
Check	05/04/2020	316579	Accounts Payable	KENNY AND GYL CO	3,360.00
Check	05/04/2020	316580	Accounts Payable	KEYSTONE TRUCKING	2,304.37
Check	05/04/2020	316581	Accounts Payable	KLAHN , RICHARD	69.00
Check	05/04/2020	316582	Accounts Payable	KOESTER CONSTRUCTION CO INC	1,262,072.46
Check	05/04/2020	316583	Accounts Payable	KRONOS INCORPORATED	880.00
Check	05/04/2020	316584	Accounts Payable	LACINA , WENDY	161.00

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 05/04/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	05/04/2020	316585	Accounts Payable	LANGUAGE LINE SERVICES	52.45
Check	05/04/2020	316586	Accounts Payable	LOMBARD , KINSEY	69.00
Check	05/04/2020	316587	Accounts Payable	LOWE'S HOME CENTER INC	1,875.96
Check	05/04/2020	316588	Accounts Payable	M&M COMMERCIAL CLEANING	1,180.00
Check	05/04/2020	316589	Accounts Payable	MACQUEEN EQUIPMENT LLC	699.16
Check	05/04/2020	316590	Accounts Payable	MAECK , STEVEN	2,000.00
Check	05/04/2020	316591	Accounts Payable	MEGA ST KILDA LLC	150,000.00
Check	05/04/2020	316592	Accounts Payable	MERRITT COMPANY INC	3,045.00
Check	05/04/2020	316593	Accounts Payable	METRE LLC	500.00
Check	05/04/2020	316594	Accounts Payable	MIDWEST BREATHING AIR LLC	1,424.93
Check	05/04/2020	316595	Accounts Payable	MPS ENGINEERS PC	9,541.80
Check	05/04/2020	316596	Accounts Payable	MTI DISTRIBUTING, INC.	1,096.64
Check	05/04/2020	316597	Accounts Payable	MULCH MART LLC	1,956.00
Check	05/04/2020	316598	Accounts Payable	NICHOLS EQUIPMENT LLC	8,412.00
Check	05/04/2020	316599	Accounts Payable	O'HALLORAN INTERNATIONAL INC	1,697.82
Check	05/04/2020	316600	Accounts Payable	OFFICE DEPOT BUSINESS ACCOUNT	237.81
Check	05/04/2020	316601	Accounts Payable	OPN ARCHITECTS	15,295.00
Check	05/04/2020	316602	Accounts Payable	OSIS INC	675.00
Check	05/04/2020	316603	Accounts Payable	OSTENDORF , KATHY	103.51
Check	05/04/2020	316604	Accounts Payable	PETHEALTH SERVICES (USA) INC	834.25
Check	05/04/2020	316605	Accounts Payable	PITNEY BOWES	1,231.41
Check	05/04/2020	316606	Accounts Payable	PMA ASSET MANAGEMENT LLC	5,708.05
Check	05/04/2020	316607	Accounts Payable	POLK COUNTY TREASURER	150.00
Check	05/04/2020	316608	Accounts Payable	POWERPLAN	3,134.48
Check	05/04/2020	316609	Accounts Payable	PRECISION CONCRETE CUTTING	496.00
Check	05/04/2020	316610	Accounts Payable	PROVANTAGE LLC	398.93
Check	05/04/2020	316611	Accounts Payable	RAY O'HERRON CO INC	703.43
Check	05/04/2020	316612	Accounts Payable	RELIANT FIRE APPARATUS INC	246.15
Check	05/04/2020	316613	Accounts Payable	ROBERT HALF TECHNOLOGY	25,211.77
Check	05/04/2020	316614	Accounts Payable	ROGNES CORPORATION	30,566.25
Check	05/04/2020	316615	Accounts Payable	ROSS CHEMICAL SYSTEMS INC	139.35
Check	05/04/2020	316616	Accounts Payable	ROTO-ROOTER	525.00
Check	05/04/2020	316617	Accounts Payable	ROY'S TOWING AND RECOVERY	350.00
Check	05/04/2020	316618	Accounts Payable	SHEELS ALL SPORTS INC	453.44
Check	05/04/2020	316619	Accounts Payable	SCHILDBERG CONSTRUCTION CO	16,019.47

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 05/04/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	05/04/2020	316620	SIXTA, ANDREW	138.00
Check	05/04/2020	316621	SOUTHWEST POLK WATER SERVICE INC	20.00
Check	05/04/2020	316622	TEAS, KATE	40.00
Check	05/04/2020	316623	TEKSYSTEMS INC	16,240.81
Check	05/04/2020	316624	TERRACON CONSULTANTS INC	29,673.76
Check	05/04/2020	316625	THE CONCRETE COMPANY INC	101,985.00
Check	05/04/2020	316626	TITAN MACHINERY	1,426.01
Check	05/04/2020	316627	TRUE VALUE & V&S VARIETY STORE	459.36
Check	05/04/2020	316628	TURNBULL'S TREE SERVICE LLC	1,800.00
Check	05/04/2020	316629	VAN WALL EQUIPMENT	18.14
Check	05/04/2020	316630	VERIZON WIRELESS	3,658.18
Check	05/04/2020	316631	WEX BANK	1,368.02
Check	05/04/2020	316632	ZAHN, DAVID	2,000.00
Check	05/04/2020	316633	DALLAS COUNTY TREASURER	277.00
Check	05/04/2020	316634	SIMMONS PERRINE MOYER BERGMAN PLC	480.00
Check	05/04/2020	316635	UNIVERSAL INVESTMENT PROPERTY LLC	350,733.00
Check	05/04/2020	316636	AMERIGROUP	232.56
Check	05/04/2020	316637	CENTURYLINK	17,008.14
Check	05/04/2020	316638	DMACC	30.00
Check	05/04/2020	316639	HISTORIC VALLEY JUNCTION FOUNDATION	53,000.00
Check	05/04/2020	316640	MIDAMERICAN ENERGY	22.56
Check	05/04/2020	316641	MIDAMERICAN ENERGY	67.99
Check	05/04/2020	316642	MIDAMERICAN ENERGY	79.15
Check	05/04/2020	316643	MIDAMERICAN ENERGY	57.69
Check	05/04/2020	316644	MIDAMERICAN- DM-WDM TL	43.00
Check	05/04/2020	316645	MIDAMERICAN- DM-WDM TL	33.00
Check	05/04/2020	316646	MIDAMERICAN-CLIVE-WDM TL	633.46
EFT	05/04/2020	4457	ABC ELECTRICAL SERVICES LLC	3,926.61
EFT	05/04/2020	4458	AECOM TECHNICAL SERVICES INC	1,020.33
EFT	05/04/2020	4459	ARNOLD MOTOR SUPPLY LLP	181.10
EFT	05/04/2020	4460	BAUER BUILT	205.00
EFT	05/04/2020	4461	EXCEL MECHANICAL INC	3,177.22

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 05/04/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	05/04/2020	4462	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	45,188.33
EFT	05/04/2020	4463	Accounts Payable	HENNING, KRISTY	109.64
EFT	05/04/2020	4464	Accounts Payable	HR GREEN CO	92,104.50
EFT	05/04/2020	4465	Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL	85.00
EFT	05/04/2020	4466	Accounts Payable	IOWA WORKFORCE DEVELOPMENT - UIS DIVISION	23,479.90
EFT	05/04/2020	4467	Accounts Payable	ISG	666.25
EFT	05/04/2020	4468	Accounts Payable	KECK ENERGY	6,470.56
EFT	05/04/2020	4469	Accounts Payable	KELTEK INC	328.50
EFT	05/04/2020	4470	Accounts Payable	LAIDLAW JR, WILLIAM	738.31
EFT	05/04/2020	4471	Accounts Payable	LASER RESOURCES	2,917.55
EFT	05/04/2020	4472	Accounts Payable	MCANINCH CORPORATION	293,373.15
EFT	05/04/2020	4473	Accounts Payable	MID IOWA PETROLEUM EQUIPMENT LLC	458.70
EFT	05/04/2020	4474	Accounts Payable	MPH INDUSTRIES	3,998.00
EFT	05/04/2020	4475	Accounts Payable	MSTS- RED WING BUSINESS ADVANTAGE- WDM	400.05
EFT	05/04/2020	4476	Accounts Payable	SHIELDS, CHARLES	69.00
EFT	05/04/2020	4477	Accounts Payable	SHIVE-HATTERY INC	7,968.82
WB VENDOR DISB WB Vendor Disbursement Totals:					\$3,555,938.24

Checks: 127 \$3,069,081.72
 EFTs: 21 \$486,856.52

Transactions: 148

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 05/04/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
Check	05/04/2020	15 Accounts Payable	STALKER APPLIED CONCEPTS	6,852.00
EFT	05/04/2020	5105 Accounts Payable	4IMPRINT INC	801.70
EFT	05/04/2020	5106 Accounts Payable	ARAMARK UNIFORM SERVICES	3,299.36
EFT	05/04/2020	5107 Accounts Payable	AXON ENTERPRISES INC	495.00
EFT	05/04/2020	5108 Accounts Payable	BLACKBURN MANUFACTURING CO	193.38
EFT	05/04/2020	5109 Accounts Payable	BUSINESS PUBLICATIONS CORP	74.95
EFT	05/04/2020	5110 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	1,880.74
EFT	05/04/2020	5111 Accounts Payable	CORN STATES METAL FABRICATORS INC	100.00
EFT	05/04/2020	5112 Accounts Payable	DES MOINES REGISTER MEDIA	195.56
EFT	05/04/2020	5113 Accounts Payable	ELECTRIC PUMP INC	1,160.45
EFT	05/04/2020	5114 Accounts Payable	ELECTRONIC ENGINEERING	318.00
EFT	05/04/2020	5115 Accounts Payable	EMERGENCY APPARATUS MAINTENANCE INC	6,809.32
EFT	05/04/2020	5116 Accounts Payable	ESRI INC	51,500.00
EFT	05/04/2020	5117 Accounts Payable	FELD FIRE	2,030.00
EFT	05/04/2020	5118 Accounts Payable	FERGUSON ENTERPRISES INC 226	460.00
EFT	05/04/2020	5119 Accounts Payable	GALLS LLC	6,515.04
EFT	05/04/2020	5120 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	690.12
EFT	05/04/2020	5121 Accounts Payable	MENARDS	514.61
EFT	05/04/2020	5122 Accounts Payable	METRO WASTE AUTHORITY	1,326.00
EFT	05/04/2020	5123 Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	1,475.00
EFT	05/04/2020	5124 Accounts Payable	NINTH BRAIN SUITE LLC	543.00
EFT	05/04/2020	5125 Accounts Payable	NORTHLAND PRODUCTS	2,499.05
EFT	05/04/2020	5126 Accounts Payable	O'REILLY AUTOMOTIVE INC	95.40
EFT	05/04/2020	5127 Accounts Payable	PRAXAIR	2,412.36
EFT	05/04/2020	5128 Accounts Payable	PROCTOR MECHANICAL CORP	262.06
EFT	05/04/2020	5129 Accounts Payable	REAMS SPRINKLER SUPPLY	23.93
EFT	05/04/2020	5130 Accounts Payable	RELIABLE PROPERTY SERVICES	15,671.34
EFT	05/04/2020	5131 Accounts Payable	SHOTTENKIRK CHEVROLET	1,229.23
EFT	05/04/2020	5132 Accounts Payable	SHUCK-BRITSON INC	6,138.71
EFT	05/04/2020	5133 Accounts Payable	SPECIALTY GRAPHICS INC	1,007.43
EFT	05/04/2020	5134 Accounts Payable	STAR EQUIPMENT LTD	622.97
EFT	05/04/2020	5135 Accounts Payable	STIVERS FORD (CONTROL PAY)	4,394.03

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 05/04/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	05/04/2020	5136	Accounts Payable	STREICHERS	1,336.00
EFT	05/04/2020	5137	Accounts Payable	TEAM SERVICES	6,552.61
EFT	05/04/2020	5138	Accounts Payable	VAISALA INC	990.00
EFT	05/04/2020	5139	Accounts Payable	VERMEER SALES AND SERVICE INC	1,194.28
EFT	05/04/2020	5140	Accounts Payable	WAHLTEK INC	12,490.00
EFT	05/04/2020	5141	Accounts Payable	WALNUT CREEK PROMOTIONS INC	500.00
EFT	05/04/2020	5142	Accounts Payable	ZOLL DATA- CO	2,049.18
WB CONTROLPAY WB ControlPay Totals: Transactions: 39					<u>\$146,702.81</u>

Checks: 1 \$6,852.00
 EFTs: 38 \$139,850.81

Payment Register

From Payment Date: 04/07/2020 - To Payment Date: 05/17/2020

Number	Date	Payee Name	Transaction Amount
43	05/01/2020	WEST BANK	\$11,416.71
200	04/30/2020	KABEL BUSINESS SERVICES	\$5,458.16
201	04/30/2020	KABEL BUSINESS SERVICES	\$2,907.99
4453	04/30/2020	DELTA DENTAL OF IOWA	\$1,278.39
4454	04/30/2020	DELTA DENTAL OF IOWA	\$3,329.77
4455	04/30/2020	WELLMARK BLUE CROSS	\$57,340.94
4456	04/30/2020	WELLMARK BLUE CROSS	\$98,180.67
12198	04/30/2020	KNAPP PROPERTIES	\$585.00
12199	04/30/2020	ELEVATE AT JORDAN CREEK LP	\$382.00
12200	04/30/2020	SILHOUETTE RESIDENTIAL HOUSING COOP	\$625.00
12201	04/30/2020	IOWA URBAN ROCK	\$600.00
12202	04/30/2020	MIDAMERICAN ENERGY	\$47.00
12203	04/30/2020	IOWA G21 LLC	\$265.31
			<hr/>
			\$182,416.94

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

ITEM: Approval of Liquor Licenses

DATE: May 4, 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. Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, 5990 University Avenue - Class LC Liquor License with Carryout Wine, Sunday Sales and Catering Privileges - Renewal
2. Orilla Chicken Company, Inc. d/b/a The Chicken, 4221 SE Orilla Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
3. Eat Thai, LLC d/b/a Eat Thai, Thai Eatery, 1821 22nd Street, #103 - Class BW Permit with Sunday Sales - Renewal
4. El Fogon del Chivo, LLC d/b/a El Fogon, 1250 8th Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. Dino Investment, Corp. d/b/a The Filling Station, 305 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
6. BBMG Mills Civic Parkway, LLC d/b/a Grumpy Goat Tavern, 6420 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
7. Kineth Hotel Corporation d/b/a Hampton Inn, 6160 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
8. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Six-Month Class LC Liquor License with Outdoor Service - New
9. Kineth Hotel Corporation d/b/a Homewood Suites, 6220 Stagecoach Drive - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - Renewal
10. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 1700 Valley West Drive (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
11. MM, LLC d/b/a Ladder #13, 1316 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
12. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westown Parkway - Class LC Liquor License with Sunday Sales - Renewal
13. The Operating Room, LLC d/b/a The Operating Room, 5515 Mills Civic Parkway, Suites 130 and 135 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
14. Pike VII Management Inc. d/b/a Smashburger, 1821 22nd Street, Suite #106 - Class B Beer Permit with Sunday Sales - Renewal
15. Whole Foods Market Group, Inc. d/b/a Whole Foods Market, 4100 University Avenue - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
16. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service 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: May 4, 2020

ITEM: Motion – Approval of License Agreement – BCycle Bike Share Station – Des Moines Street Collective

FINANCIAL IMPACT: Expense not-to-exceed \$2,500 per year (\$5,000 over term of agreement) to cover sponsorship of BCycle station. Funds are available in the department's operating budget. In 2018, the BCycle station was moved to Raccoon River Park from a previous location in Des Moines, so there was no cost to the City for the station itself.

BACKGROUND: With approval from the City Council in 2018, the Des Moines Street Collective, a local non-profit organization, installed a self-service bike rental station in Raccoon River Park. The agreement expired on December 31, 2019, and the City was recently approached by the Street Collective about renewing it. Per the agreement, the Street Collective is responsible for all aspects of operating the station including maintenance, replacement, and removal. The Street Collective is also responsible for making sure the station is stocked with bikes.

Although there has been no cost to the City for the station itself, the Street Collective depends on advertising sponsorships to cover approximately 50% of their cost to operate the BCycle program. To continue to offer the BCycle opportunity to users at Raccoon River Park, it is necessary for the City to sponsor the station located there. Also, by branding the station with City information, it makes it clear that the City is involved in providing the bicycles. It also gives the City control over the advertising message which is currently information on the Five Waters Project. The Street Collective will replace the advertising at no additional cost to the City at any time during the term of the agreement.

The BCycle station at Raccoon River Park was the first one to be installed outside of downtown Des Moines. Staff has been informed that Clive and Windsor Heights are now also participants in the program. The Raccoon River Park station has proven to be highly popular with 1,732 trips taken from it in 2019. It was the 5th top performing station in the Des Moines metro last year.

The attached License Agreement is nearly identical to the agreement approved in 2018. It has been reviewed and approved by the Legal Department. The Parks & Recreation Advisory Board recommended approval of the agreement on April 16, 2020.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Des Moines Street Collective.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
			Yes	No	Split
Published In		Committee			
Dates(s) Published		Date Reviewed			
		Recommendation	Yes	No	Split

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made this 6th day of April, 2020, by and between STREET COLLECTIVE, an Iowa not-for-profit corporation whose address is 506 E. 6th Street, Suite 100, Des Moines, Iowa 50309 (“Licensee”), and CITY OF WEST DES MOINES, a municipal corporation, whose address is 4200 Mills Civic Parkway, West Des Moines, Iowa 50265 (“Licensor”).

WITNESSETH

WHEREAS, Licensee recognizes, encourages, and facilitates the use of bicycles as a viable mode of transportation and recreation in the State of Iowa and desires to engage in the rental of bicycles through the use of self-service bicycle rental stations; and

WHEREAS, Licensee desires to establish and maintain a bicycle rental station (“B-station”) and bicycles (“Bicycles”) on property owned by Licensor located at Raccoon River Park, 2500 Grand Avenue, West Des Moines, Iowa (“Property”); and

WHEREAS, Licensor has the authority to enter into this Agreement, and the right, power and interest in the Property, and the authority to allow Licensee the use of the Property as described herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, Licensee and Licensor agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a non-exclusive license (“License”) to install, operate, maintain, repair and replace a B-station and Bicycles in the location on the Property as identified in Attachment A.
2. TERM/RENT/FEES. Except as otherwise provided in Paragraph 9 herein, the Term of this Agreement shall be through December 31, 2021. This Agreement may be extended for an additional term of one (1) year (“Renewal Term”) upon the written mutual consent of Licensee and Licensor. Licensee must submit to Licensor a written request to extend the term not less than ninety (90) days prior to the expiration of the Term. The day and year first written above shall be the “Commencement Date”. No rent shall be payable by the Licensee for this License. There shall be no fees payable by the Licensor to the Licensee for Bicycle services. If Licensor requests Bicycle services not specifically outlined in this Agreement, and both parties agree such additional Bicycle services require payment from Licensor to Licensee, Licensee will provide Licensor with a quote for additional Bicycle services and a purchase order issued by Licensor will confirm additional Bicycle services to be provided under the terms of this Agreement.

3. PLACEMENT OF THE BICYCLES.

A. Licensee shall:

- i. Provide a double-sided 10-bike B-station and install the Bicycles in a safe and workmanlike manner consistent with commercially accepted standards within the licensed area;
- ii. Install and operate the Bicycles in such a way as to minimize, as is reasonably practical, any interference with the operations of the Property;
- iii. Obtain, prior to placement of the B-station and Bicycles, any necessary federal, state, and municipal permits, licenses and approvals, to place and operate the B-station and Bicycles; and
- iv. Not permit any liens to be attached to Licensor or to the Property.
- v. Shall not use or store any hazardous materials on the Property.

4. COVENANTS.

A. Licensee hereby covenants and agrees as follows:

- i. Keep and maintain the B-station and Bicycles in good order, repair and condition throughout the Term, and Renewal Term, if any, and to promptly and adequately repair all damage to the Bicycles and Licensor's Property, whether caused by Licensee, its employees, contractors or agents, customers, or its invitees;
- ii. Comply with any federal, state, and municipal law, orders, rules and regulations applicable and governing the installation and operation of the B-station and Bicycles;
- iii. Except as is reasonably necessary to operate and service the B-station and Bicycles, not to disrupt, adversely affect or interfere with Licensor's business operations or use of the Property by the general public;
- iv. Any Bicycle services provided by a third party contracted by Licensee will be subject to the terms of this Agreement and must be approved by the Licensor in advance; and
- v. Not sell or permit any advertising on the B-station or in the licensed area to or for any outside party not a party to this

Agreement without prior approval of the Licensor. Advertising on Bicycles may be sold or permitted by the Licensee.

B. Licensor hereby covenants and agrees to provide Licensee and any third party vendor acting on behalf of or at the request of Licensee, access to the Property to perform installation, maintenance and repair functions, all in accordance with Licensor's site rules and regulations or as set forth in the City Code of the City of West Des Moines. Licensee agrees that its personnel, and any third party vendor acting on behalf of or at the request of Licensee, will abide by Licensor's site rules and regulations.

5. EQUIPMENT AND FACILITIES.

A. The Bicycles, and any and all other equipment provided by the Licensee used to provide the Bicycle services, shall remain the exclusive property of the Licensee.

B. Licensor shall not be liable for damage, theft, misappropriation or loss of the Bicycles or any part thereof. Licensee acknowledges that it is not covered under any of the Licensor's insurance policies.

C. Upon the expiration or early termination of this Agreement, Licensee shall, at its sole cost and expense, remove the B-station and Bicycles from the Property. Licensee shall repair any and all damage to the Property. If the B-station and Bicycles, or any part thereof, is not removed within thirty (30) days after the expiration of this Agreement, it shall become the property of the Licensor to do with as it sees fit.

6. WARRANTIES. Licensor makes no warranties or representations that the Property is suitable for the use contemplated by this Agreement. Licensee has inspected the Property and accepts the same "as is". Licensee agrees that the Licensor is under no obligation to assist with the placement of the Bicycles or to provide any materials to prepare the Property for Licensee.

7. INSURANCE. Licensee agrees to maintain commercial general liability insurance with a combined single limit of not less than \$1 million per occurrence and an aggregate limit of not less than \$2 million, and to name Licensor as an additional insured on such policy against any and all claims for bodily injury, personal injury and property damage. If any Licensee personnel or subcontracted personnel will perform services at Licensor's premises, Licensee agrees to maintain workers' compensation coverage and employer's liability insurance as required by applicable state law. If any Licensee personnel will drive a vehicle in the course of performing under this Agreement, then Licensee agrees to provide business automobile liability coverage insuring bodily injury and property damage with a combined single limit of not less than \$1 million per accident for owned, non-owned and hired vehicles. The insurance required by this paragraph

will be provided at Licensee's sole expense and will be maintained at all times while the applicable Agreement is in effect and for such period thereafter as may be necessary to provide protection with respect to events occurring during the term of the Agreement. All insurance provided by Licensee will be primary and non-contributory to any insurance carried by Licensor. In no event will the limits of Licensee's insurance or the limits stated in this paragraph be considered as limiting the liability of Licensee under this Agreement. All insurance required to be maintained by Licensee will be provided by U.S.-domiciled companies rated A or better in the most current issue of A.M. Best's Rating Guide. Licensor will at any time have the right to require Licensee to furnish certificates of insurance showing that the required insurance is in force and satisfies all requirements stated in this paragraph.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Licensee agrees to defend, pay on behalf of, indemnify, and hold harmless the Licensor, its elected and appointed officials, employees, volunteers, and others working on behalf of Licensor against any and all claims, demands, suits, or losses, including any and all outlays and expenses connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Licensor, its elected and appointed officials, employees, volunteers or others working on behalf of the Licensor, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by Licensee to the Licensor pursuant to the provisions of this Agreement. It is the intention of the parties that the Licensor, its elected and appointed officials, employees, volunteers or others working on behalf of the Licensor shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Licensee, its officers, employees, subcontractors, and others affiliated with Licensee due to accidents, mishaps, misconduct, negligence, or injuries either in person or property resulting from the work and/or services performed by Licensee pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the Licensor.

Licensee expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by Licensee to the Licensor pursuant to this Agreement, and agrees to pay the Licensor for all damages caused to the Licensor premises resulting from the activities of Licensee, its officers, employees, subcontractors, and others affiliated with Licensee.

Licensee represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Licensee will observe and cause its officers, subcontractors and others affiliated with the Licensee to observe all applicable safety rules.

9. TERMINATION OF AGREEMENT. Either party may immediately terminate this Agreement prior to the actual Termination Date for any reason upon thirty (30) days notice to the other party.
10. SUBJECT TO LAWS. This Agreement is further subject to all applicable federal, state and local laws, ordinances and regulations, rulings and orders of governmental agencies.
11. NOTICES. All notices in connection with this Agreement will be directed to the contact persons at the respective addresses listed below, or to such other contact person or address as was last designated in a written notice by that party for notices to itself.

Notices to Licensor:

Sally Ortgies
 Director of Parks & Recreation
 City of West Des Moines
 P.O. Box 65320
 4200 Mills Civic Parkway
 West Des Moines, Iowa 50265

Notices to Licensee:

Des Moines Street Collective
 506 E. 6th Street, Suite 100
 Des Moines, Iowa 50309

12. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
13. JURISDICTION AND VENUE. Any lawsuits arising from or related to this Agreement shall be governed by the laws of the state of Iowa. Both parties agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of **Polk** County, Iowa.
14. SEVERABILITY. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties.
15. WAIVER. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

16. PARAGRAPH HEADINGS. Paragraph headings as contained herein are provided for convenience and reference only. They in no way restrict or limit the contents or terms of this Agreement.
17. AMENDMENTS. No subsequent agreement between Licensee and Licensor shall be effective or binding unless it is made in writing and signed by both of the parties hereto.
18. FINAL AGREEMENT. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.
19. LEGAL STATUS. It is hereby understood that no agency, employment, joint venture or partnership is created hereby or between the parties hereto, and that neither party shall hold the right, power or authority to bind the other or to act for the other in any matter.

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

CITY OF WEST DES MOINES,
Licensor

STREET COLLECTIVE,
Licensee

Steven K. Gaer
Mayor

Jeremy Lewis
Executive Director

CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Agreement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on _____, 2020, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 2020.

CITY OF WEST DES MOINES, IOWA

BY: _____
Ryan T. Jacobson, City Clerk

Steven K. Gaer
Mayor

Jeremy Lewis
Executive Director



CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Agreement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on _____, 2020, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 2020.

CITY OF WEST DES MOINES, IOWA

BY: _____
Ryan T. Jacobson, City Clerk

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

DATE: May 4, 2020

ITEM:

Motion – Approval of Renewal Contract Agreement
2020 Street and Pavement Repair Supplemental Retainer Contract
Construction Project No. TBD

FINANCIAL IMPACT:

The 2016 Street and Pavement Repair Supplemental Retainer Contract designated Q3 Contracting, Inc. as the primary contractor with the option to renew by written mutual consent of both the City and the contractor upon expiration of the initial term. The contract terms stipulate that the Engineer News Record (ENR) Construction Cost Index may be used if the contract is renewed. The ENR as of April 2019 was 2.3%. There is \$240,000.00 budgeted for this contract for 2020-2021. Payments will be made from budgeted account no. 500.000.000.5250.490.

BACKGROUND:

The 2016 Street and Pavement Repair Supplemental Retainer Contract was let to obtain unit prices for a contractor to perform various types of street and pavement repair services on an on-call basis. Due to growth in the City's street network, the intent of this contract is to supplement and assist City staff operations with urgent unexpected street and pavement repairs on City ROW, easements, and property. This contract agreement provides time and material rates for requested street and pavement repairs. This resolution will extend the contract agreement for one more year from May 4, 2020, to May 3, 2021.

RECOMMENDATION:

- The City Council approve the renewal of the construction contract to Q3 Contracting, Inc. Renewal is consistent with the terms of the original agreement.

Lead Staff Member: Kevin Hensley, Public Services Superintendent *KH*

STAFF REVIEWS

Department Director	Bret Hodne, Public Services Director <i>BH</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>JA</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split



2020 Street/Pavement Repair - Retainer Contract Pricing
City of West Des Moines

Q3 Contracting, Inc. 3990 Delaware Ave. Des Moines, IA 50313	
2019 Unit Price	2020 Unit Price with 2.3% ENR Increase*

Description	Unit
1 Pavement/Median Removal/Disposal	SY
2 Sidewalk/Trail/Driveway Removal/Disposal	SY
3 Curb Removal/Disposal	SY
4 Class 10 Excavation	CY
5 Class A Granular Backfill	Ton
6 Controlled Low Strength Material or Flowable Fill	CY
7 Manhole Adjustment, Minor	EA
8 Adjust Valve Box to Grade, Minor	EA
9 7" Min. Reinforced PCC Full Depth Patch (<= 50 SY)	SY
10 7" Min. Reinforced PCC Full Depth Patch (> 50 SY)	SY
11 9" Min. Reinforced PCC Full Depth Patch (<= 50 SY)	SY
12 9" Min. Reinforced PCC Full Depth Patch (> 50 SY)	SY
13 11" Min. Reinforced PCC Full Depth Patch (<= 50 SY)	SY
14 11" Min. Reinforced PCC Full Depth Patch (> 50 SY)	SY
15 Composite HMA/PCC Patch (< 8" PCC & 2" HMA)	SY
16 Composite HMA/PCC Patch (=> 8" PCC & 3" HMA)	SY
17 9" PCC Median Patch (Non-Integral)	SY
18 4" Sidewalk Replacement	SY
19 6" Sidewalk Replacement	SY
20 6" Pedestrian Ramp Replacement	SY
21 6" Driveway Replacement	SY
22 6" Reinforced Driveway & Trail Replacement	SY
23 PCC Curb and Gutter Replacement (18" to 36" Wide)	LF
24 32% Calcium Chloride Solution PCC Accelerator	Gal.
25 Remove/Relay Brick Pavers	SF
26 Traffic Detection Loops Replacement	EA
27 Sodding	SQ
28 Pre-Manufactured Detectable Warning Panels (2' x 4')	EA
29 Replace Intake Top Beams and Castings Only (M-A & M-C)	EA
30 Replace Intake Top Beams and Castings Only (M-D & M-E)	EA

\$38.60	\$39.49
\$23.15	\$23.68
\$5.23	\$5.35
\$36.94	\$37.79
\$36.94	\$37.79
\$202.05	\$206.70
\$562.33	\$575.26
\$452.07	\$462.47
\$148.30	\$151.71
\$103.09	\$105.46
\$162.91	\$166.66
\$114.66	\$117.30
\$178.61	\$182.72
\$127.34	\$130.27
\$159.30	\$162.96
\$187.45	\$191.76
\$137.56	\$140.72
\$82.97	\$84.88
\$96.75	\$98.98
\$124.59	\$127.46
\$96.75	\$98.98
\$109.70	\$112.22
\$30.88	\$31.59
\$2.76	\$2.82
\$29.22	\$29.89
\$1,267.98	\$1,297.14
\$275.65	\$281.99
\$264.62	\$270.71
\$1,764.15	\$1,804.73
\$2,315.45	\$2,368.71

*Engineer News Record (ENR) Construction Cost Index as of April 2019 was 2.3%.

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

DATE: May 4, 2020

Motion – Approval of Renewal Contract Agreement
Portland Cement Concrete for Improved Street Maintenance
CTI Ready Mix LLC

FINANCIAL IMPACT:

The estimated budget impact will be approximately \$95,000. The City will use approximately 1,000 cubic yards of Portland Cement Concrete and approximately 150 cubic yards of Mud Jack Mix for the purpose of street repairs. Payments will be made out of funds in the Public Services operating budget accounts 100.200.225.5220.323 (Improved Streets) and 650.200.250.5220.335 (Storm Sewer Intakes).

BACKGROUND:

This contract was bid in 2019 with CTI Ready Mix LLC being awarded the contract. The contract was a one year term with the option to renew on an annual basis per the same terms and conditions as set forth in the original contract.

The approval of this renewal contract agreement will allow the Public Services Department to maintain the current service levels for maintenance of improved streets.

OUTSTANDING ISSUES: None

RECOMMENDATION:

- That the City Council approve the renewal contract agreement with CTI Ready Mix.

Lead Staff Member: Kevin Hensley, Public Service Superintendent *KHA*

STAFF REVIEWS

Department Director	Bret Hodne, Public Services Director <i>RBN</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>AS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Professional Services Agreement – Audit Services

DATE: May 4, 2020

FINANCIAL IMPACT: Annual audit services, including the Single Audit of Federal grant programs were quoted by successful proposer to be \$57,000 for FY19-20 and increase gradually to \$61,500 for the fifth and final year of the proposed service period (total \$296,000 over all five years). By comparison, the City paid \$60,000 for FY 18-19 audit services.

BACKGROUND: City policy requires audit service proposals to be received, at a minimum, every five years. Eide Bailly LLP has performed the City's required audits for the past eight fiscal years following Council approval of the current professional services agreement on May 14, 2012. In anticipation of the final year of Eide Bailly LLP's agreement, Staff discussed the selection process and criteria for the Request for Proposals (RFP) with the Finance & Administration Sub-Committee on February 5, 2020.

Following solicitation procedures, an RFP document was distributed to 10 CPA firms, including the State Auditor's Office of Iowa. A total of eight (8) responsive, competitive proposals were received prior to the April 1, 2020, deadline date from the following firms:

<u>Firm Name</u>	<u>Office Location</u>
BKD, LLP	West Des Moines, IA
Bohnsack & Frommelt	Moline, IL
Clifton Larson Allen, LLP	West Des Moines, IA
Denman & Company, LLP	West Des Moines, IA
Eide Bailly LLP	Dubuque, IA
RSM US	Davenport, IA
Sikich LLP	Springfield, IL
State of Iowa Auditor's Office	Des Moines, IA

Each written proposal was scored by a panel consisting of the Finance Director, Accounting Manager, and Budget Analyst using the following criteria:

Evaluation Criteria	Weight
Experience with comparable government engagements	25
Experience with requirements for GFOA certification	10
Experience & knowledge of recent standards	5
Credentials of all levels of staff assigned to the engagement	25
Audit approach	5
Price	15
Local presence	10
Quality of written proposal	5
Total	100

The committee scored the written proposals to determine four finalists. References were checked and interviews were conducted with these four firms and following the process, the panel collaborated for final review and discussion of all written proposals, reference responses, presentation materials, and interview notes before unanimously recommending BKD, LLP as its preferred audit firm.

Eide Bailly has certainly served the City well during its eight-year term as auditor, but best business practice for internal controls recommends periodic rotation of audit teams and BKD provides what appears to be competitive services, both in price and quality. BKD features a local West Des Moines office location and its locally based staff will be supplemented with additional audit team support of government experts. The engagement team proposed for the City of West Des Moines have extensive municipal government auditing experience -- current clients include the City of Omaha, NE, Lincoln, NE and several from the Kansas City Metro. BKD also offers extensive complimentary training for its clients as well as other resources.

RECOMMENDATION: Motion approving BKD as the City's outside auditing firm for the next five fiscal years and authorizing staff to enter into a professional services agreement with BKD for same.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	TS
Legal	
Agenda Acceptance	AD

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	February 5, 2020		
Recommendation	Yes	No	Split

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

ITEM: Contribution to Historic Valley Junction Foundation

DATE: May 4, 2020

FINANCIAL IMPACT: \$25,000 of the recommended contribution (total \$53,000) was previously budgeted for repairs and maintenance in Valley Junction (Hotel/Motel Tax) and the remaining \$28,000 was the balance of funds remaining in the most recent round of Property Improvement / Regulatory Compliance funding (General Fund). There is no overall increase in spending as a result of these reallocations.

BACKGROUND: On March 2, the City Council awarded funding for 15 outside organizations for the upcoming 2021 fiscal year. The discretionary contributions are awarded through a policy and process established by the Council. As part of the process, the Historic Valley Junction Foundation will receive \$150,000, with \$100,000 is intended to support operating expenses and \$50,000 is for next phase of the Light Valley Junction project.

Due to the recent closures of public areas and events associated with Covid 19, the Historic Valley Junction Foundation (HVJF) is anticipating major disruptions to operations and is projecting ultimately cash flow failure. Staff had several discussions with HVJF staff and board members to review finances and agreed with their projections. HVJF relies on event programming for over 60% its \$450,000 annual gross revenue. Music in the Junction and several other mass-gathering events are on indefinite hold.

Revenue from these events includes concessions (food and alcohol), merchandise sales, sponsorships, and vendor registration fees with \$125,000 in gross revenue collected during the second quarter. Net Loss from event cancellations estimated \$30,00-\$50,000 for 2nd Quarter 2020, with the higher end number assuming all events are canceled through June 30 and the lower canceling through May 31. Obviously, losses would be much higher if all events canceled/reduced for the balance of 2020.

HVJF also relies on contributions from district-based business. The organization's annual fundraising goal is \$35,000 and significant challenges are expected because district merchants are experiencing 60 to 100% revenue declines during mandated shutdowns. Net Loss Estimated \$10,000-\$15,000 for 2020.

Their board and staff have taken several cost-cutting steps already, including pay reductions for staff. HVJF has been approved for a \$26,500 federal Paycheck Protection Program loan to provide some cash flow relief needed in order to meet payroll obligations in the short term. Other expense-cutting steps include a reduction in the frequency of neighborhood trash collection, reducing district advertising, vacating warehouse space, and sending additional fundraising appeal letters to our community and supporters.

The organization's current cash balance is less than \$20,000 and HVJF has access to a Line of Credit at West Bank which could provide additional short-term cash of \$17,500.

In summary, without normal operating revenue HVJF does not have cash reserves to sustain operations through and beyond June 30. It is being proposed with this item that additional city

funds be allocated to HVJF totaling \$53,000. This immediate relief should provide enough support to sustain the organization through 2020 until such time that operations can hopefully return to normal levels. The Council Finance Committee recommended approval of the funding at their meeting on April 22, 2020.

OUTSTANDING ISSUES: None

RECOMMENDATION: Motion approving the allocation of \$53,000 of funding to the Historical Valley Junction Foundation.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director <i>TS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>AD</i>

PUBLICATION(S) (if applicable)

Published In	n/a
Dates(s) Published	n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Dates Reviewed	April 22, 2020		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

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

DATE: May 4, 2020

ITEM:

Motion – Approving Change Order #10
South 88th Street & Mills Civic Parkway Reconstruction

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$7,203,622.85	April 1, 2019	
Change Order #1	(\$558.00)	May 6, 2019	Temporary Pavement
Change Order #2	(\$107,336.00)	May 20, 2019	JUT Modifications
Change Order #3	\$43,844.00	June 3, 2019	Lowering Watermain
Change Order #4	\$57,082.25	August 5, 2019	Miscellaneous
Change Order #5	\$14,000.00	August 19, 2019	Aggregate for drainage
Change Order #6	\$23,458.12	November 4, 2019	Coordination with Sammons
Change Order #7	\$18,381.00	January 20, 2020	Utility accommodations
Change Order #8	\$1,500.00	March 2, 2020	Winter shutdown
Change Order #9	\$43,050.35	April 6, 2020	North access drives on MCP
Change Order #10	\$113,480.00	Pending	Traffic signals
Total	\$7,410,524.57		

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

BACKGROUND:

The project generally includes reconstruction of South 88th Street from Coachlight Drive to just short of Cascade Avenue as well as reconstruction of Mills Civic Parkway from South 81st Street to South 91st Street.

Change Order #10 addresses the relocation of the South 81st Street & Mills Civic Parkway traffic control cabinet from the southwest corner of the intersection to the northeast corner of the intersection as well as the installation of microduct/fiber to connect the South 81st Street & Mills Civic Parkway traffic signals to the South 88th Street & Mills Civic Parkway traffic signals. Said relocation was requested by Sammons as part of the development negotiations. City Staff recommend approval of Change Order #10.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #10 for South 88th Street & Mills Civic Parkway Reconstruction.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contractor X
 Other

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

Project Title	South 88th Street & Mills Civic Pkwy Reconstruction Project	
WDM Project File Number	0510-048-2018	
Purchase Order Number	2019-00000676	
Orig. Contract Amount & Date	\$7,203,622.85	April 1, 2019
Change Order Number	10	
Date	April 30, 2020	

THE CONTRACT IS CHANGED AS FOLLOWS: This change order includes the relocation of the signal cabinet at S. 81st and Mills Civic Parkway along with all associated rewiring and traffic head changes. Additionally the change order also includes future path and fiber optic connection between the signals at S. 88th and S. 81st Street.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO10.1	Traffic Signalization (Increase for S. 81st Street Signal Work)	LS	\$ 113,480.00	1	\$ 113,480.00
TOTAL					\$ 113,480.00

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$7,203,622.85
Net Change by previously authorized Change Orders	\$93,421.72
The Contract Sum prior to This Change Order was	\$7,297,044.57
The Contract Sum will be increased by this Change Order in the amount of	\$113,480.00
The new Contract Sum including this Change Order will be	\$7,410,524.57
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)	2.87%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

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

Contractor: McAninch Corporation Signature: <u><i>John McMullen</i></u> <small>John McMullen (Apr 30, 2020)</small> Name: John McMullen Title: Estimator/Proj. Mgr. Date: Apr 30, 2020	Recommended By: HR Green, Inc. Signature: <u><i>Casey Patton</i></u> <small>Casey Patton (Apr 30, 2020)</small> Name: Casey Patton Title: Sr. Project Manager Date: Apr 30, 2020	Checked By: <u><i>BJC</i></u> <small>BJC</small> City of West Des Moines Signature: <u><i>Brian Hemesath</i></u> <small>Brian Hemesath (Apr 30, 2020)</small> Name: Brian Hemesath Title: City Engineer Date: Apr 30, 2020
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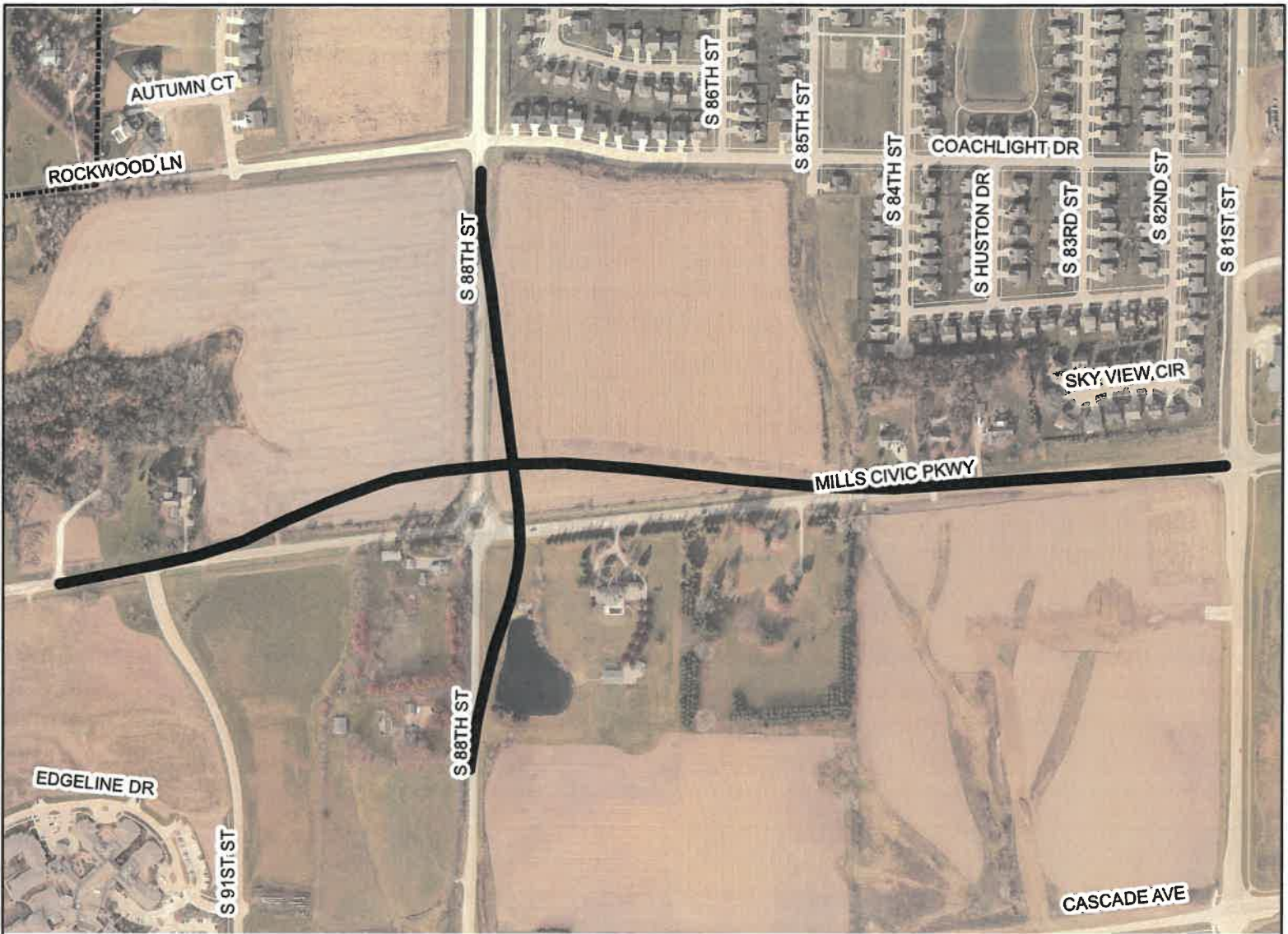
Owner: City of West Des Moines		
<input type="checkbox"/> S	\$24,999.99 City Engineer (≤ 10% original contract)	Date _____
<input type="checkbox"/> N	\$25,000 to \$50,000 City Council approved or ratified at Council	Date _____

Signature: Clint Carpenter
Clint Carpenter (Apr 30, 2020)

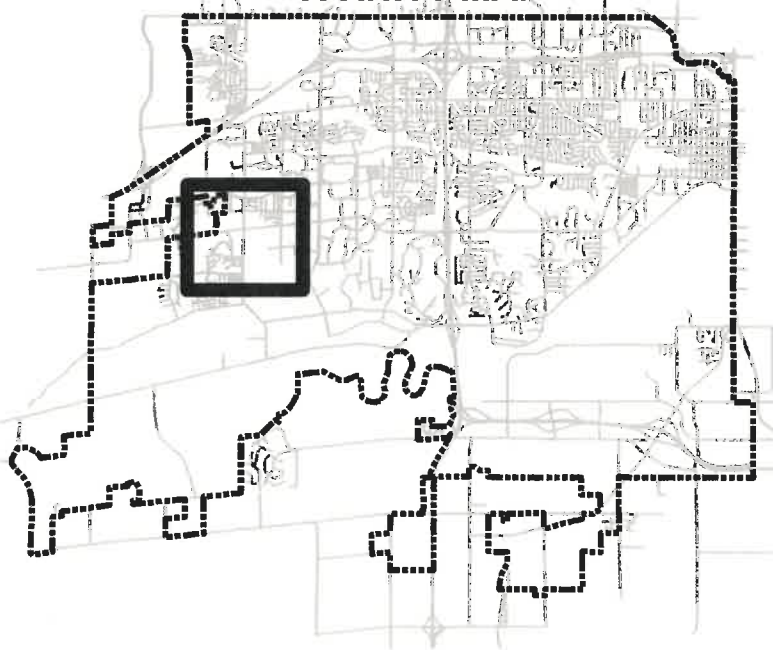
Email: Clint.Carpenter@wdm.iowa.gov

Signature: Jason M. Schlickbernd
Jason M. Schlickbernd (Apr 30, 2020)

Email: jason.schlickbernd@wdm.iowa.gov



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

South 88th Street and Mills Civic Parkway Reconstruction

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 9/26/2018

PROJECT NUMBER/NAME: 0510-048-2018

SHT. 1 of 1

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

DATE: May 4, 2020

ITEM:

Motion – Approving Amendment No. 2 to Professional Services Agreement
Johnson Creek Realignment – Environmental Permitting Services

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$39,600.00 for Basic Services of the Consultant. Amendment No. 1 increased the Basic Services of the Consultant by \$9,600.00. Amendment No. 2 increases the Basic Services of the Consultant by \$5,800.00. The new maximum not-to-exceed fee thus becomes \$55,000.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Mills TIF Subdistrict 7.

BACKGROUND:

Approval of this action authorizes Foth Infrastructure & Environment, LLC to perform the additional professional services necessary for the environmental permitting of the realignment of Johnson Creek to the west of South Grand Prairie Parkway. The City is obligated by the Raccoon River Quarries PUD to perform this permitting. This permitting will determine if Johnson Creek can be moved to avoid conflicts with the future South Grand Prairie Parkway overpass, provide additional mining area for Martin Marietta, and create a more contiguous lake after the City's reclamation plan is complete.

Amendment No. 1 included additional Basic Services of the Consultant to accommodate the U.S Army Corps of Engineers' request for a revised alternative analysis and any supplemental information necessary to facilitate issuance of a Section 404 Permit.

Amendment No. 2 includes additional Basic Services of the Consultant to prepare additional documentation for the Mitigation Plan and Revised Alternatives Analysis.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, staffing availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 2 to Professional Services Agreement for Johnson Creek Realignment – Environmental Permitting Services.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split

**AMENDMENT NO. 2
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This AMENDMENT is made and entered into this 4th day of May, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Foth Infrastructure & Environment, LLC, (Fed. I.D. #20-5814224), 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 December 26th, 2018 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for Johnson Creek Re-Location Environmental Permitting Services (Project No. 0430-028-2017), Attachment 2 is amended to add the following to the original Attachment 1:

Prepare additional documentation supporting the Mitigation Plan and Alternatives Analysis and coordination with the USACE during the permitting process.

2. SCHEDULE

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: Changed from July – August 2019 to April – October 2020

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 changed from 2018 to 2019 (1st Amendment) to 2020 Standard Hourly Rate Schedule set forth in Attachment 3.

	<u>Original Fee</u>	<u>Amd 1</u>	<u>Amd 2</u>	<u>Total</u>
I. Basic Services of the Consultant	\$39,600	\$9,600	\$5,800	\$55,000

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.

Foth Infrastructure & Environment, LLC

BY: 
Patrick Kueter, PE, Director

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

WITNESS: 
Eva S. Moritz, P.E.

ATTACHMENT 1

SCOPE OF SERVICES

Additional USACE Documentation and Coordination

Prepare additional documentation for inclusion in the Mitigation Plan and Revised Alternative Analysis. Services also include coordination with the USACE during the permitting process. Fees assume up to 30 hours of additional documentation and coordination.

ATTACHMENT 2

PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

A. USACE Coordination

April – October 2020

ATTACHMENT 3

SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C 2020 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$202.00
Project Manager	\$169.00-\$197.00
Project Scientist	\$117.00-\$143.00
Project Engineer	\$142.00-\$188.00
Staff Engineer	\$115.00-\$140.00
Planner	\$115.00-\$188.00
Technology Manager	\$164.00
Technician	\$80.00-\$142.00
Construction Manager	\$164.00
Land Surveyor	\$132.00-\$168.00
Project Administrator	\$78.00-\$98.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

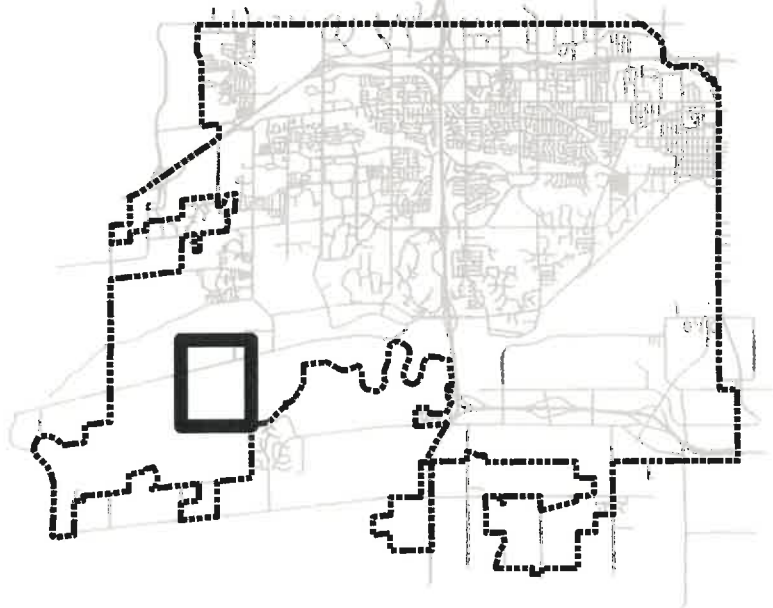
1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2020. Rates subject to change annually on January 1.



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:	Johnson Creek		
LOCATION:	Raccoon River Drive, Johnson Creek		
DRAWN BY: JDR	DATE: 6/30/2017	PROJECT: 0430-028	SHT. 1 of 1

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

DATE: May 4, 2020

ITEM:

Motion – Approving Amendment No. 3 to Professional Services Agreement
West Public Services Facility

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$261,200.00 for Basic Services of the Consultant. Amendment No. 1 increased the Basic Services of the Consultant by \$1,469,515.00 and the Resident Consultant Services by \$294,705.00. Amendment No. 2 increased the Resident Consultant Services by \$22,860.00. Amendment No. 3 increases the Resident Consultant Services by \$3,200.00. The new maximum not-to-exceed fee thus becomes \$2,051,480.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Road Use Tax and/or General Obligation Bonds.

BACKGROUND:

FEH Design is working under an existing agreement dated February 6, 2017 for Professional Services for the new West Public Services Facility project. Amendment No. 1 included additional Basic Services of the Consultant and Resident Consultant Services for the construction of a new Public Services Facility located near the southwest corner of South 88th Street & Grand Avenue. Amendment No. 2 included additional Resident Consultant Services to accommodate design revisions to the Fueling Facility to reflect shifting the Fueling Facility to the east to avoid conflicts with Microsoft's temporary facilities. In addition, design revisions were necessary to accommodate reorientation of the Salt Storage Building and associated revisions to driveways, truck movements, fencing, grading, and landscaping.

Amendment No. 3 includes additional Resident Consultant Services to provide verification survey work in support of a FEMA Letter of Map Revision (LOMR). This additional work is necessary to provide evidence to FEMA that the new Public Services Facility was constructed above the 100-year flood elevation.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, staffing availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 3 to Professional Services Agreement for West Public Services Facility.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	4-27-2020		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split

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

This AMENDMENT is made and entered into this 4th day of May, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FEH Design, (Fed. I.D. # 42-0838764), 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 February 6, 2017 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the West Public Services Facility (Project no. 0510-027-2017) Attachment 1 are amended as follows:

Provide Verification Survey (FEMA LOMR). Conduct field survey of finish grade areas and pavement edges per attached Exhibit B. Merge field survey information with approved grading plan to verify new 100-year flood elevation. Use information in support of FEMA LOMR submittal.

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.

	<u>Original Fee</u>	<u>Previously Amended Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	<u>\$261,200</u>	<u>\$1,469,515</u>	<u>\$0.00</u>	<u>\$1,730,715</u>
II. Resident Consultant Services	<u>\$0.0</u>	<u>\$317,565</u>	<u>\$3,200</u>	<u>\$320,765</u>
Total Services	<u>\$261,200</u>	<u>\$1,787,080</u>	<u>\$3,200</u>	<u>\$2,051,480</u>

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.

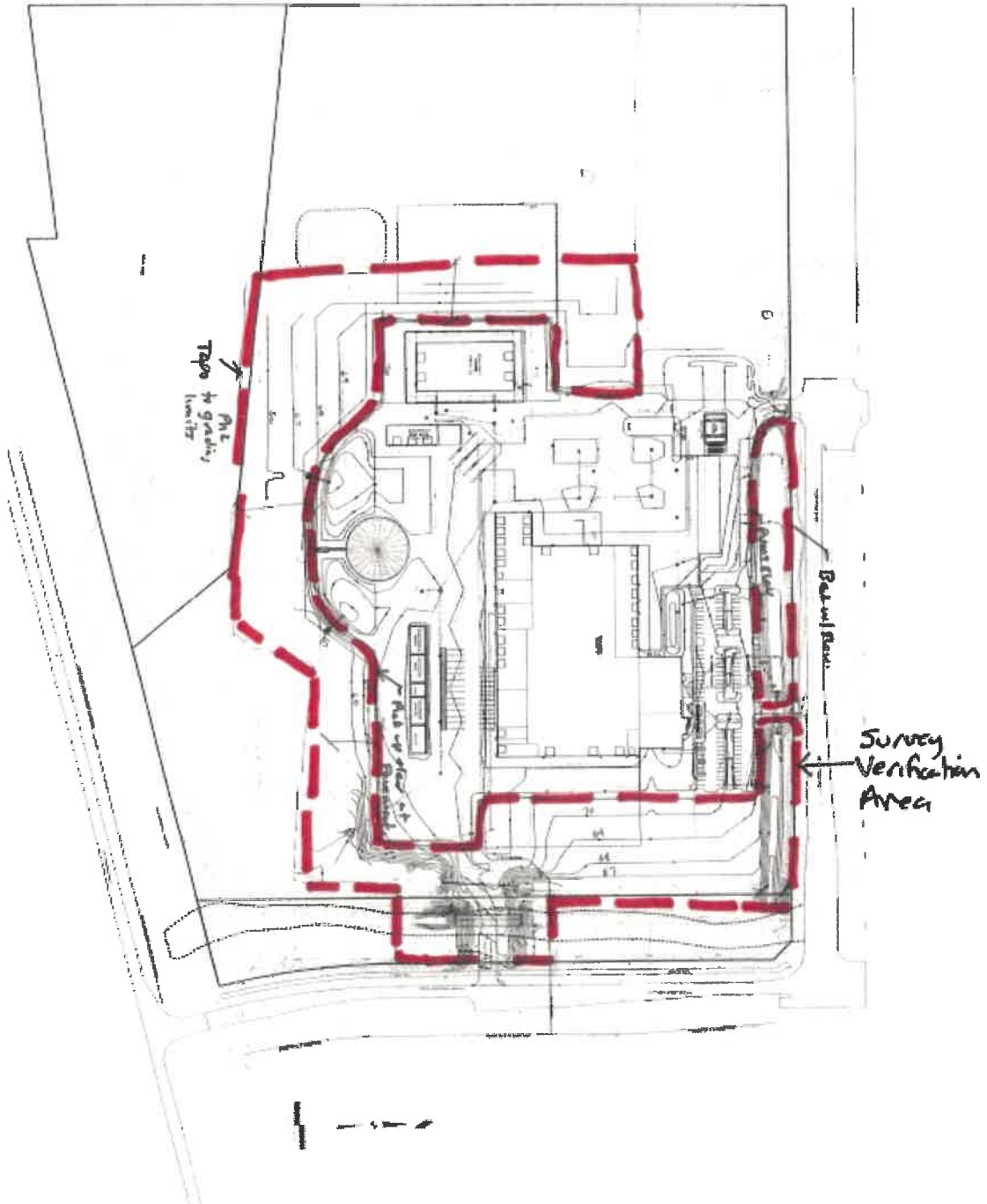
FEH Design
BY: 
Dennis Sharp - President

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

ATTACHMENT 1

SCOPE OF SERVICES

EXHIBIT B



ATTACHMENT 2
PROJECT SCHEDULE

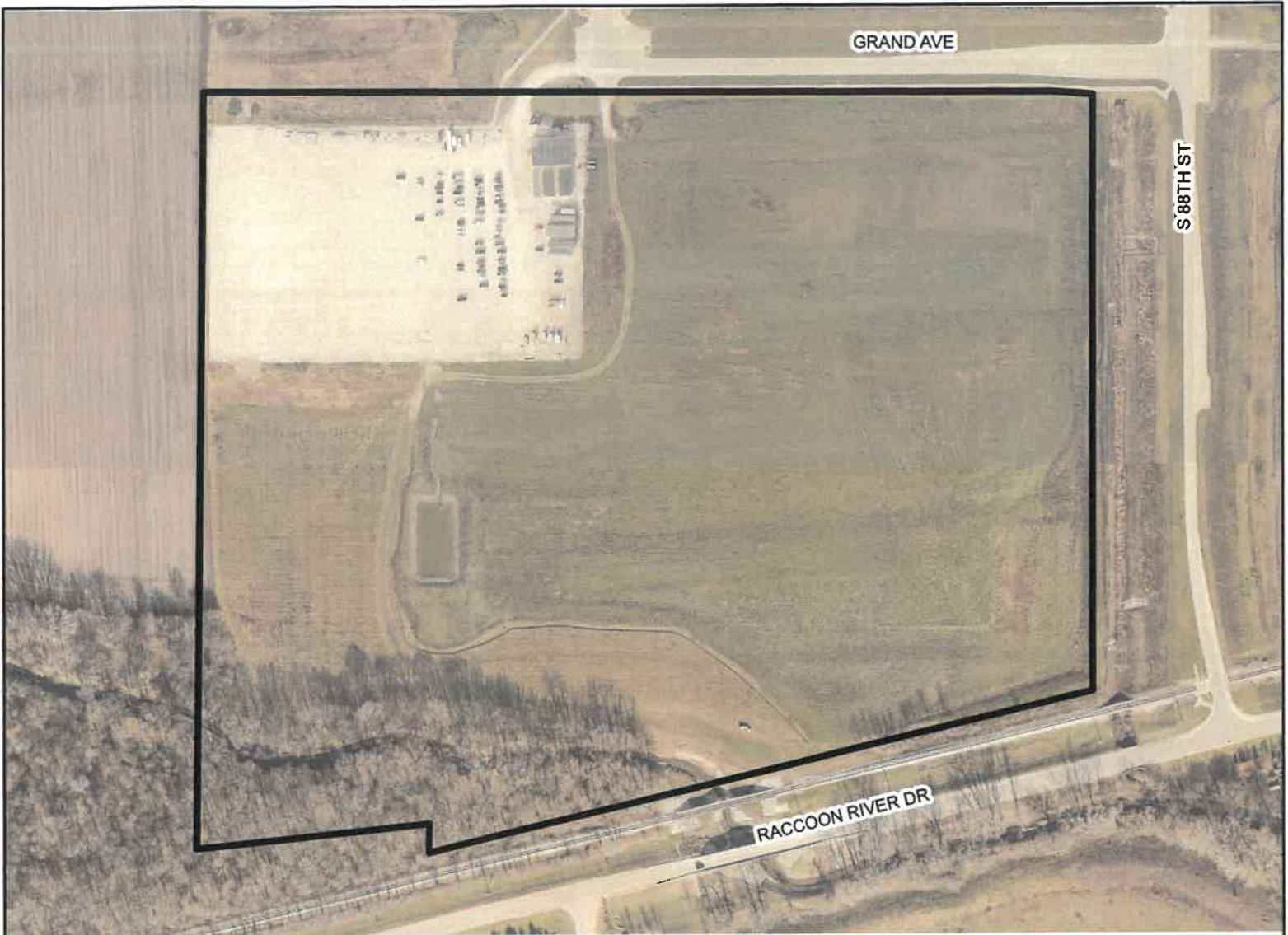
ATTACHMENT 3

SCHEDULE OF FEES

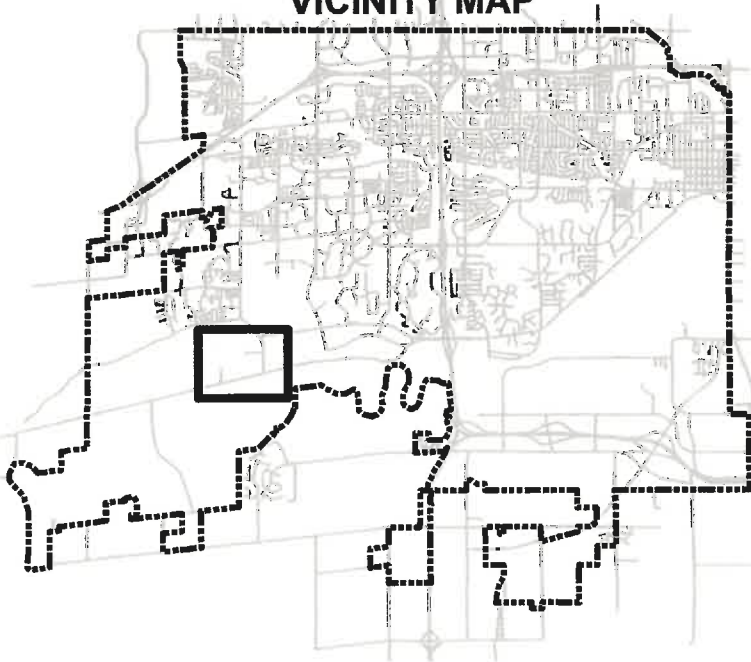
I. VERIFICATION SURVEY (FEMA LOMR)

- A. Conduct field survey of finish grade areas and pavement edges per attached Exhibit B.
- B. Merge field survey information with approved grading plan to verify new 100 yr flood elevation. Use information in support of FEMA LOMR submittal.

TOTAL FEES FOR SERVICESLUMP SUM \$3,200



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

West Public Services Facility Phase 2

LOCATION:

South 88th Street & Grand Avenue

DRAWN BY: REF

DATE: 01/07/2019

PROJECT NUMBER/NAME: 0510-027-2017

SHT. 1 of 1

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

ITEM:**DATE: May 4, 2020**

Master Conduit License and Sharing Agreement
for the use of the City of West Des Moines owned and operated Conduit

FINANCIAL IMPACT: Revenue in the amount of approximately \$9/ LF.

BACKGROUND:

The City, as part of its 2036 Plan listed "Double Down on Technology" or ubiquitous broadband access throughout the City as a high priority.

CMO and Engineering Staff have consulted with our broadband/fiber consultant David Lyons, as well as the engineering team at H.R. Green and many of our local Internet Service Providers (ISP) and Telcom's; to develop and design a shared conduit program designed to preserve ROW for future public safety needs and reduce barriers to entry in our market.

The premise of this concept is to coalesce the many Telcom's and ISP's operating in West Des Moines into one joint-utility-trench (JUT) or a bank of conduit ductwork with the hopes of (1) preserving ROW for future public safety needs (2) utilizing the City's existing conduit network and (3) fostering a ubiquitous broadband network throughout our community.

Staff and consultants have met extensively over the last two years with local providers to ensure construction specifications are suitable and meet private sector needs. Currently the City is installing this conduit system as part of a pilot project in 4 major arterial roadway projects (Grand Avenue east of S. Jordan Creek Parkway, Mills Civic west of JCP, Veterans Parkway). This item involves the segment in the Mills Civic and 88th St extension.

ISP's or Telcom's wishing to lease (or purchase) space in the city-owned conduit can complete a Master Service Agreement which will be approved by Council at the onset of the relationship and subsequent participation or lease interest by the same ISP can be completed quickly and administratively with a short Project Statement.

The lease rate is dependent on the bid package price of the completed conduit project. It is a rate which we hope will incentivize participation without requiring it. So far, we have interest from several legacy providers in West Des Moines, the first is MediaCom. Revenues will be kept in an enterprise account and used to install more conduit and further this project goal.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approval of the Master Conduit Service Agreement for MediaCom Communications and City of West Des Moines.

Lead Staff Member: Jamie Letzring and Brian Hemesath

STAFF REVIEWS

[https://wdmiowa-my.sharepoint.com/personal/jamie_letzring_wdm_iowa_gov/Documents/Pinkie/pinkie-5-4-20-Mediacom Fiber Agreement \(1\) djl.doc](https://wdmiowa-my.sharepoint.com/personal/jamie_letzring_wdm_iowa_gov/Documents/Pinkie/pinkie-5-4-20-Mediacom%20Fiber%20Agreement%20(1).doc)

Department Director	
Appropriations/Finance	TS
Legal	
Agenda Acceptance	AP

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

**MASTER CONDUIT LICENSE AND SHARING AGREEMENT
for the use of the City of West Des Moines owned and operated Conduit**

This Master Conduit License Agreement ("Agreement") is entered into this ____ day of _____, 2020 by and between MCC Iowa LLC ("MCC"), a Delaware limited liability company, and the City of West Des Moines, Iowa ("the City"), a municipality organized and existing under the laws of the State of Iowa. The City and MCC are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

Background

WHEREAS, this Agreement is made in light of the following premises and circumstances, all of which are a part of this Agreement:

- A. MCC, a private limited-liability company authorized to provide communications or telecommunications services in the State of Iowa, will be the owner of certain fiber optic cables comprising a component of its communications or telecommunications facilities network that MCC plans to install within the public rights of way ("ROW") and in conduit under the ROW within the geographic boundaries of the City for the provision of communications or telecommunications service (the "Network");
- B. The City is a political subdivision of the State of Iowa with jurisdiction over the ROW for certain purposes including the intended uses of MCC and is the owner of certain conduits located within the ROW;
- C. The intent of the Parties is to increase broadband access to businesses and residents of West Des Moines in a manner that reduces costs of investment, speeds time to market and preserves public ROW for future public safety needs;
- D. The City is entitled to manage the public ROW and to require fair and reasonable terms of process and compensation based on principles of ROW preservation and cost recovery as a condition to allowing MCC access to the ROW;
- E. The City and MCC desire to enter into an agreement to govern the terms and conditions under which the City will reserve certain conduits or space within its conduits to accommodate the installation and maintenance of MCC's fiber optic cable for the use of MCC as required by MCC in connection with implementation of the Network installation in the ROW. Said Conduit, subject to this Agreement, will be specifically identified in a supplement to this Agreement approved in writing by both Parties.

Agreement Terms and Conditions

NOW **THEREFORE**, in consideration of the promises and mutual covenants contained herein, the City and MCC for valuable consideration, the sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Definitions

For the purpose of this Agreement, the following terms when used herein shall have the

following meanings:

- (i) "Access Point" means a Manhole, Vault, Handhole, Junction Box or Pedestal through which the City Conduit may be accessed for the purposes of running and accessing fiber optic cable.
- (ii) "Authorized Contractors" means third party contractors (whether independent or affiliated with the City) that have been approved and authorized by the City to utilize Access Points and to make splices or perform other work on the fiber optic cable as provided for in this Agreement.
- (iii) "City Conduit" means the physical multiple conduit manifold system owned by the City and installed within City right-of-way through which fiber optic cable is run from Access Point to Access Point throughout the geographic area of the City.
- (iv) "Conduit" refers to the physical pipe or tube through which fiber optic cable is run from Access Point to Access Point throughout the geographic area of the City.
- (v) "Fiber Optic Cable" means optical fiber components to be installed by either MCC or the City in the Licensed Conduit identified and agreed to within an approved Supplement to this Agreement.
- (vi) "Fiber Route Map" means the map of the composite routes of the various Fiber Segments comprising the fiber cabling to be installed as part of the Network. The Fiber Route Map shall be updated and provided in "As-Built" form as necessary to reflect modifications to the Fiber Segments or additional Fiber Segments comprising MCC Cable made in accordance with the Supplements to this Agreement.
- (vii) "Fiber Segment" means a continuous run of multi-strand fiber optic cable covering a portion of the fiber cable route.
- (viii) "Handhole" means a buried box, with a lid that is even with the surface of the ground, used to store, terminate, splice or transfer fiber optic cable and access conduit.
- (ix) "Junction Box" means a box where fiber optic cable splices and connections are made and accessed and to access conduit.
- (x) "Licensed Conduit" means all or a portion of City Conduit specifically identified in an approved Supplement to this Agreement, in which space shall be reserved and/or designated for MCC to "pull" or "run" and then maintain fiber optic cable in accordance with and subject to the terms of this Agreement.
- (xi) "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- (xii) "Pedestal" means an above ground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.
- (xiii) "Underlying Rights" means with respect to the Public ROW the exact legal interest of the City in any portion of the ROW being made available to MCC whether that right be by license, easement, or fee simple interest.

- (xiv) "Vault" means an underground structure used to store, terminate, splice or transfer, or access conduit containing fiber optic cable.

2. License

2.1 License Grant

Subject to the terms, conditions and limitations set forth herein, the City hereby grants to MCC a license and right for the use of Licensed Conduit for the installation and maintenance of fiber optic cable owned or employed by MCC. The duration of the foregoing license shall continue in perpetuity so long as the City Conduit remains in place and is in use by the City and its successors in interest and assigns, but nothing herein shall obligate the City to continue to maintain and operate the City Conduit or any portion thereof or to maintain any attachment rights related thereto during any periods in which the City is not otherwise using or planning to use the City Conduit for the provision of services to the City's customers. If only City and MCC are utilizing City Conduit, City or its successors in interest shall give MCC prior written notice and a reasonable opportunity to assume responsibility for maintaining and operating each City Conduit Segment before removing such City Conduit Segment or ceasing to use such City Conduit Segment for the provision of services. Except where the City is otherwise legally obligated to remove a City Conduit Segment in a shorter period of time, such prior notice shall be given at least ninety (90) days in advance of such removal. Notwithstanding the foregoing, in the event that (i) the City or its successor in interest proposes to cease using a City Conduit Segment for the provision of services to customers and (ii) such City Conduit Segment contains Fiber Optic Cable owned by City and MCC and that is in use by MCC, MCC shall have the option, in order to avoid removal of such City Conduit Segment, of assuming responsibility for the operation and maintenance of the City Conduit Fiber Segment.

2.2 Scope of Grant

(i) The City shall provide MCC with access to the subject Licensed Conduit. To the extent that the City has authority to use and authorize third party use of Access Points, it will grant permission to Authorized Contractors to use such Access Points for installation, splicing and maintenance of Fiber in the Licensed Conduit as directed by MCC and at MMC's sole cost. The City shall have no obligation whatsoever to install any additional conduit or to allocate any additional space in existing City Conduit to meet the needs of MCC.

(ii) MCC shall undertake to obtain and provide all approvals, authorizations, coordination and supervision that is necessary in connection with its use of the subject Licensed Conduit and installation of fiber optic cable. Without limiting the foregoing, MCC shall have the sole responsibility for performing all activities and paying all costs necessary to install fiber within the Licensed Conduit and make the Fiber operational, including but not limited to: (i) splicing the Fiber to achieve interconnection between or within the applicable Fiber Segments and between the Fiber and fiber optic cable belonging to others, and (ii) providing, attaching and interconnecting equipment, electronics and lasers as required to transmit or receive optical signals via MCC's fiber

optic cable installed in the Licensed Conduit. MCC shall further have the sole responsibility for paying all costs and for constructing or otherwise providing facilities needed to connect the Licensed Conduit and MCC's fiber optic cable to any other network or facilities via appropriate Access Points. Except as otherwise approved by the City, such approval not to be unreasonably withheld, all installation of fiber optic cable in the City Conduit shall be carried out only by Authorized Contractors and, to the extent reasonably practicable, only during regularly scheduled maintenance windows or at other times that are reasonably convenient for the City.

(iii) The City represents and warrants that the Underlying Rights that it possesses in the Public ROW are sufficient for MCC to install and operate its Fiber in the Licensed Conduit without any claims by third parties that MCC's intended uses are outside the scope of the Underlying Rights.

(iv) The City and MCC agree and acknowledge that MCC's use of the City Conduit and installation of MCC's owned fiber optic cable within such City Conduit does not and will not create or convey to MCC any ownership or property rights of any nature in any City owned Fiber Optic Cable or of any Access Points of the Network. MCC may not encumber, offer as collateral, or allow any third-party claims of any type on or against the City Conduit.

2.3 Designation of Licensed Fiber Strand

(i) At any time following completion of the City Conduit construction and installation, MCC may notify the City of its desire to access the City Conduit reserved for its use by the City. Such notice shall be written and shall be provided no fewer than sixty (60) days prior to the date on which desires to access the City Conduit for purposes of installation of Fiber Optic Cable. MCC's notice shall identify all of the following: (1) MCC's planned use for the Fiber Optic Cable to be installed in the City Conduit, (2) the specific portions of the City Conduit in which MCC intends to install, light and use Fiber Optic Cable, (3) the Access Points MCC desires to use (if any) to access and splice the Fiber Optic Cable to be run within the City Conduit, (4) all personnel or contractors that MCC proposes to use to perform any work activity involving the Conduit Fiber, including but not limited to construction and installation of fiber drops or laterals to ancillary Access Points or to lasers, electronics or other equipment, facilities or networks for purposes of lighting and using the Fiber Optic Cable, and (5) MCC's plans for interconnecting with and using the Fiber Optic Cable to be run within the City Conduit, including relevant technical and functional network specifications and design criteria for MCC's systems that may facilitate consultation and cooperation of MCC and the City in the interest of efficient and effective implementation of MCC's plans in accordance herewith.

(ii) Within ten (10) days following receipt of such initial notice, the City shall provide a diagram designating the specific City Conduit that is available to MCC to run Fiber Optic Cable for all purposes hereunder.

(iii) To the extent that MCC's contractors will have access to any conduit that is not exclusively licensed to MCC, the City shall have the right to determine in advance whether MCC's personnel and/or proposed contractors are qualified to perform such work activities and may disapprove any proposed personnel or contractor in its sole reasonable discretion. The City shall identify the reasons for such disapproval in writing and MCC may propose alternate personnel or contractors.

(iv) MCC is solely responsible for obtaining all public, private or government approvals, authorizations, permits, certifications, easements, rights of way and attachment rights beyond those required for installation and maintenance within the City Conduit, if any, that are necessary in order for MCC to install, light and transmit or receive signals using the Fiber Optic Cable installed in said City Conduit, and shall provide documentary evidence thereof as and when reasonably requested by the City.

2.4 Limitations and Requirements for Use of the City Conduit

(i) The City and MCC agree and acknowledge that MCC may use the Licensed Conduit to place and utilize Fiber Optic Cable for any lawful purpose for which the Fiber Optic Cable is technically suited, provided that MCC shall use the Fiber Optic Cable solely for its business purposes.

(ii) If the City determines for any reason that it is necessary to relocate, modify, underground or otherwise alter ("Relocation or Modification") all or any portion of the City Conduit, the City shall provide MCC written notification prior to making the proposed relocation, modification or alteration. Such notice shall be given at least sixty (60) days in advance except in circumstances in which the City is legally obligated to take action more promptly and the prior notification requirement of this section shall not apply to emergency situations, in which case the City will give notice as quickly as is reasonably practicable. City, MCC and any other conduit licensees shall share the costs on a pro-rata basis based upon the percentage of conduit being used by each.

(iii) Any Fiber Optic Cable, equipment, electronics, lasers, or other network facilities provided by MCC shall be installed and maintained in accordance with the requirements and specifications of then current editions of the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), each of which are incorporated by reference in this Agreement. Further, MCC and its consultants and contractors shall at all times comply with the applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), with all applicable state and federal statutes and laws, and with all applicable regulations, rules and orders issued by any state or federal agency having jurisdiction thereof, including without limitation the Federal Communications Commission, the Iowa Utilities Board, or other applicable regulatory agency.

(iv) The City reserves the right to make periodic inspections at any time of any part of MCC's Fiber Optic Cable equipment, electronics, lasers, or facilities (including interconnected fiber or copper cable) utilized by MCC in conjunction with the subject Fiber Optic Cable for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the City Conduit or breaches of MCC's obligations hereunder. Except in the case of an emergency, the City shall give MCC forty-eight (48) hours' notice before carrying out such inspections and MCC shall be permitted, but not required, to have a representative present for such inspections. Such inspections shall be conducted at the City's expense unless the City determines that MCC is not in compliance with the terms of this Agreement. In such instance, MCC shall be responsible for paying the City for all reasonable costs incurred by the City in making the inspection. MCC agrees that such periodic inspections by the City, or the failure to do so, shall not relieve MCC of any responsibility, obligation or liability

whether assumed under this Agreement or otherwise existing.

3. Maintenance

(i) The City shall maintain or arrange for maintenance of all the City Conduit and facilities interconnected with or comprising a part of City Conduit and Cable that are owned by the City, provided that the City's obligation to maintain such facilities shall not in any way extend beyond the term of any other agreement with MCC for ROW use or equipment attachments to MCC's facilities and provided further that such obligation shall cease earlier as to any City Conduit segments with respect to which the City and its successors in interests either: (1) lose the necessary attachment and access rights to enable such maintenance; or (2) permanently cease to use such City Conduit segments for the provision of services to their customers, provided that before removing any such City Conduit segment the City gives MCC prior written notice and an opportunity to assume responsibility for maintaining and operating such City Conduit Segment as provided in Section 2.1.

(ii) MCC shall have sole responsibility for maintaining all of its Fiber Optic Cable, equipment, electronics, lasers, and other facilities installed in the City Conduit or interconnected to the Fiber Optic Cable installed in the City Conduit. MCC shall maintain its equipment, electronics, lasers and interconnecting fibers and facilities in good repair and in a manner that will not interfere with, or degrade the quality or reach of any signal, transmission or telecommunications carried on the City Cable or the City owned Fiber Optic Cable running within the same Conduit. If MCC's equipment or facilities should cause any type of interference with, or degradation of, any signal, transmission or telecommunications on the City Cable, MCC agrees to correct the condition within forty-eight (48) hours for any problem causing a degradation, but not disruption, of any signal, transmission or telecommunications on the City Cable. If MCC fails to take such corrective action, the City may in its sole discretion correct said condition at MCC's expense. The City shall notify MCC in writing prior to performing such work whenever practicable. When the City reasonably believes, however, that such conditions pose an immediate threat to public safety or interfere with the performance of the City's service obligations to its customers, or pose an immediate threat to the physical integrity of the City Cable or other facilities, the City may perform such work and/or take such action, including temporary disconnection of MCC's equipment and facilities from the City Cable, that it reasonably deems necessary without first giving written notice to MCC shall be responsible for paying the City for all reasonable costs incurred by the City in taking such corrective actions if the City shows that the problem was in fact caused by MCC's equipment or facilities. The City shall bear the cost of any reconnection or restoration of MCC's equipment or facilities that is made necessary as a result of the City's mistaken actions. The City shall be indemnified by MCC for such work in accordance with Section 4 below.

4. Liability and Damages

(i) MCC, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of the City and shall make an immediate report to the City of the occurrence of any such damage caused by its personnel, agents or contractors. MCC agrees to reimburse the City for all reasonable costs incurred by the City for repair of such facilities damaged by MCC, its personnel, agents and contractors.

(ii) MCC shall be liable to the City for all of its actions or omissions that cause damage to

the City Cable, the Access Points and all other facilities and equipment associated with the Network, or that interfere with, disrupt or degrade the quality or reach of any signal, transmission or telecommunications carried on the City Cable or the Network, but shall not be liable for any special, indirect, or consequential damages arising from MCC's actions or omissions.

(iii) The City shall not be liable to MCC for any special, indirect, or consequential damages arising from any interruption or degradation of MCC's communications carried on Licensed Fiber.

5. Mutual Indemnification

(i) Both the City and MCC (as "Indemnifying Party") hereby agree to indemnify, defend and hold harmless the other (as "Indemnitee") from and against any third party demand, claim, action, suit or proceeding ("Claim") and any resulting loss, liability, cost, expense or fine, including court and appeal costs and reasonable attorneys' fees and expenses ("Losses"), that are caused by or arise out of the actual or alleged acts or omissions, whether negligent or willful, of the Indemnifying Party, its personnel, agents, contractors or assigns, in connection with the performance under this Agreement or otherwise in connection with the construction (including any excavation), installation, operation, maintenance or use of the City Conduit or any equipment or facilities interconnected or associated therewith. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

(ii) Notwithstanding the foregoing, each party's respective obligations as an Indemnifying Party under paragraph (i) above shall not include any liability or obligation to defend:

(a) to the extent that Losses arise out of or are caused by the Indemnitee's intentional misconduct;

(b) to the extent that the defense of any Claim is prejudiced, or the resulting Losses are caused by the Indemnitee's failure or refusal to provide the Indemnifying Party with timely notice of the Claim, or to cooperate in the defense thereof, or are caused by the Indemnitee entering into a settlement or compromise of the Claim without the prior written approval of the Indemnifying Party; or

(c) to the extent that Losses result from the Indemnitee's failure or refusal to take commercially reasonable actions as the Indemnifying Party may request, and at the Indemnifying Party's sole cost and expense, in order to mitigate or lessen such Losses.

(iii) Notwithstanding anything herein to the contrary, MCC shall also indemnify the City against any third-party claims or charges comprising pass-throughs of property taxes imposed upon structures located in the ROW by reason of the City's attachments of facilities to such structures or improvements made to such structures in order to accommodate such attachments.

(iv) Also, notwithstanding anything to the contrary, the City shall also indemnify and defend MCC against any third-party claims or charges alleging trespass by MCC or that the Underlying Rights that the third party granted to the City is insufficient to permit

MCC to use the City Conduit for its business purposes.

6. Insurance

MCC shall at all times during the term of this agreement maintain insurance coverage as required by City and set out in Exhibit A, and as such minimum insurance coverage may from time to time be amended. MCC shall make available to the City proof of Insurance (which is available at MCC) evidencing coverage currently in effect prior to commencing installation of any Fiber Optic Cable within the City Conduit. MCC shall provide the City with thirty (30) days prior written notice of cancellation or any material adverse change in conditions. All policies shall include the City as an additional insured.

7. Assignment

(i) Upon notice to City, MCC may assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement, which does not require the prior written consent of the City.

(ii) The City may not assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement at any time and for any reason without the prior written consent of MCC, which shall not be unreasonably withheld.

Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

8. Termination

The Parties shall have the right to terminate this Agreement and the license granted herein under the following circumstances:

(i) The City may terminate this Agreement: (a) upon thirty (30) days written notice with an opportunity to cure within ten (10) days therefrom in the event that MCC commits a material breach of this Agreement, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, or becomes insolvent, or becomes subject to direct control by a trustee, receiver or similar authority, or uses the Licensed Fiber for any unlawful purpose, or (b) upon sixty (60) days written notice in the event that the City for any reason ceases to have rights to operate and maintain the City Cable or any significant portion thereof.

(ii) MCC may terminate this agreement upon sixty (60) days written notice.

(iii) In the event of termination in accordance herewith for any reason, MCC shall remove all Fiber Optic Cable, equipment, electronics, lasers and fiber or other facilities installed by MCC in the City Conduit within one-hundred eighty (180) days after the effective date of the termination. All costs of any kind arising from removal of MCC's equipment, lasers and fiber, or other facilities shall be borne entirely by MCC.

9. General Provisions

9.1 Notices

(i) All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing. Notice shall be deemed served when delivered by hand or sent by a nationally recognized overnight courier service to the other party's address set forth below during normal business hours. If a Notice is mailed, service is deemed complete upon the earlier of actual delivery or the close of business on the third business day following the date when the Notice is placed in a receptacle regularly maintained by the U.S. Postal Service addressed to the party at the address set forth below with postage pre-paid.

(ii) Notices shall be given to the following:

If to the City:

City of West Des Moines
PO Box 65320
West Des Moines, IA 50265

If to MCC:

MCC Iowa LLC
2205 Ingersoll Ave.
Des Moines, IA 50312

With a copy to:

MCC Iowa LLC
Attention Legal Dept.
1 Mediacom Way
Mediacom Park, NY 10918

Or to such other addresses and persons as MCC or the City may hereafter designate in a notice given in accordance with this Section 9.1.

9.2 Non-Waiver

Failure of the City to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

9.3 Headings

All headings contained in this agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

9.4 Governing Law

This Agreement and the rights and obligations contained in it shall be construed in accordance with, and governed by, the laws of the State of Iowa without regard to its choice of law provisions.

9.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.6 Confidentiality

The parties acknowledge that MCC may disclose proprietary and confidential network and business information to the City in order to perform this Agreement. The City agrees to take all reasonable steps to protect proprietary and confidential information, so long as specifically marked as such, from public disclosure and to make available such information internally only to the City's personnel with a need to know or to its legal counsel. The City shall not disclose information marked proprietary or confidential except as required by state law in response to a formal request pursuant to the applicable Freedom of Information Law. The City shall notify MCC within forty-eight (48) hours of receiving a request under the applicable Freedom of Information Law for information about this Agreement.

9.7 Legal Capacity

Both parties represent and warrant that they have the legal capacity to enter into this Agreement and that no Applicable Law prevents the execution and enforcement of this Agreement.

9.8 Approval of City

This Agreement shall not be binding until they have received the final approval and acceptance by the City of West Des Moines, Iowa, which approval and acceptance shall be noted on this Agreement by the City Clerk.

9.9 Venue

Venue for any complaint, cause, case or action arising from or related to this Agreement shall be in the State of Iowa, County of Polk.

9.10 Option to purchase

The Parties agree that MCC may purchase some or all of the conduit licensed pursuant to this Agreement under the following conditions:

- (i) A purchase price has been mutually agreed to by the Parties. Such purchase price shall be based upon the costs of installation of such conduit incurred by City.
- (ii) Such purchase would not unduly interfere with the operations of City or other Licensee's utilization of shared City conduit.
- (iii) MCC will be solely responsible for the conduit and its maintenance.

Any purchase pursuant to this section shall require the Parties to enter into a separate agreement memorializing the terms of such purchase.

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

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

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. _____, passed on the _____ day of _____, 2020, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary, State of Iowa

MCC Iowa LLC, a Delaware limited liability company

Name:
Title:

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of MCC Iowa LLC, on behalf of whom the record was executed.

Notary Public in and for said County and State

EXHIBIT A — INSURANCE REQUIREMENTS

Insurance Requirements

MCC shall obtain and maintain through the term of this agreement *and two years beyond*, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits under insurance policies required by this Agreement shall in no-way limit the MCC’s actual liability.

(1) Commercial General Liability

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The City shall be included as additional insured on a primary and non-contributory basis, including waiver of subrogation in favor of the City.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

(2) Business Automobile Liability Insurance

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City shall be included as additional insured on a primary and non- contributory basis, including waiver of subrogation in favor of the City. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy.

Bodily Injury & Property Damage — Each Accident \$1,000,000

(3) Workers’ Compensation and Employers Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1- Workers Compensation Statutory Benefits

(4) Employers Liability:

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

(5) Umbrella Liability

MCC will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies; including but not limited to Additional Insured and Waiver of Subrogation and Primary and Non-Contributory

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Before providing any services, MCC shall make available to the City, proof of insurance showing adequate insurance, per this Agreement, to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

Supplement Number _____ to Master Conduit License and Sharing Agreement.

Pursuant to the Master Conduit License and Sharing Agreement between City of West Des Moines and MCC Iowa LLC, dated _____ and attached hereto, the Parties hereby agree to the following SUPPLEMENT:

1. MCC shall be licensed for the following described conduit, equipment and services:

[this section shall describe in detail the exact conduit or portion of conduit company will be provided access to and any additional equipment or services (e.g. pull ropes, tracing wire, separate handholds)]

2. MCC shall pay to the City the following fee for such license

[this section shall describe in detail the costs to be paid by company to City for the above described access and services]

IN WITNESS WHEREOF, the Parties hereto have executed this Supplement as of the date below.

CITY OF WEST DES MOINES,
an Iowa municipal corporation

MCC IOWA LLC,
a Delaware limited liability company

By:
Title:

Date: _____

By:
Title:

Date: _____

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

DATE: May 4, 2020

ITEM: Motion – Award Construction Contract – MidAmerican Energy Company RecPlex Synthetic Turf

FINANCIAL IMPACT: Expense of \$2,832,760.00. The original architect’s estimate was \$2,790,000. Expenses to be paid from G/L account 500.000.000.5250.490 with the ultimate funding intended to come from a combination of Local Option Sales Tax revenue, grants, and contributions.

BACKGROUND: Approval of this contract authorizes Byrne & Jones Construction of St. Louis, Missouri to furnish and install the synthetic turf for the indoor HyVee Fieldhouse and three outdoor fields at the MidAmerican Energy RecPlex located at 6500 Grand Avenue. The attached contract includes final grading, subgrade drainage, synthetic turf, padding, stabilization, and all required fencing and control netting. In addition, the contract provides a synthetic turf groomer and sweeper. An eight (8) year warranty for the synthetic turf is included.

Byrne & Jones was selected to provide the synthetic turf and installation based on their experience, qualifications and familiarity with similar multi-field projects. The turf will be Shaw Legion Pro by Shaw Sports Turf. Shaw Sports Turf is a Berkshire Hathaway company and has installed more than 300 soccer fields at universities and sports complexes across the United States including the TBK Sports Complex in Bettendorf.

A purchasing alliance, TIPS (The Interlocal Purchasing System), was utilized in selecting Byrne & Jones for the turf and installation piece of this construction project. The TIPS contract has been competitively solicited, publicly awarded and provides the best discounting opportunity.

The project is scheduled to be begin June 1 and be completed in early November.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Construction Contract.

Lead Staff Member: Ryan Penning, Superintendent of Recreation

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION AWARDING CONSTRUCTION CONTRACT TO
BYRNE & JONES CONSTRUCTION FOR
MIDAMERICAN ENERGY COMPANY RECplex – SYNTHETIC TURF**

WHEREAS, the City Council of West Des Moines has heretofore budgeted for the construction of the following described project:

MidAmerican Energy Company RecPlex – SyntheticTurf

and,

WHEREAS, the purchasing alliance, TIPS (The Interlocal Purchasing System), was utilized in selecting a vendor for providing and installing synthetic turf and associated items;

and,

WHEREAS, Byrne & Jones Construction of St. Louis, Missouri was selected based upon their experience, qualifications and familiarity with similar multi-field projects;

and,

WHEREAS, the TIPS contract has been competitively solicited, publicly awarded and provides the best discounting opportunity, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a construction contract for the MidAmerican Energy Company RecPlex – Synthetic Turf is hereby awarded to Byrne & Jones Construction in the amount of \$2,832,760.00 and the performance bond for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been signed and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

PASSED AND APPROVED this 4th day of May, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") made and entered into this 4th day of May 2020, by and between **Byrne & Jones Construction**, 13940 St Charles Rock Road St. Louis MO 63044 ("Contractor") and **City of West Des Moines**, a municipal corporation whose address is 4200 Mills Civic Pkwy, West Des Moines, IA 50265 ("Owner"), collectively "the Parties."

WHEREAS the Owner desires to employ Contractor to construct the Project described as Synthetic Turf Field Construction at MidAmerican Energy RecPlex.

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Contractor and Owner agree to meet and satisfy all terms and conditions of this Contract as follows.

I. DESCRIPTION OF THE WORK:

- A. Contractor does hereby agree to furnish all labor, material and equipment, and to perform the work within the time period established by this Contract, in accordance with the detailed description of work (hereinafter referred to as the "Scope of Work" attached hereto and incorporated herein as "Exhibit B"), and subject to, and in substantial conformance with all of the conditions, covenants, stipulations, terms and provisions contained in this Contract. All of the representations, rights, and obligations of the Owner and Contractor are embodied in the Contract and any prior oral or written agreement not included herein shall not be binding upon or inure to the benefit of any of the Parties.
- B. This Contract includes the Scope of Work, Contractor's proposal, and the following documents which are incorporated by reference and specifically identified below and hereby made a part of this Contract:

(1) Proposal prepared by Byrne & Jones Construction, Dated REV 3/23/2020

(2) Specifications prepared by Byrne & Jones Construction, Dated REV 3/23/2020

(3) Design prepared by Civil Design Advantage, Dated REV 7/12/2019

II. COMPENSATION AND METHOD OF PAYMENT:

Owner shall pay to Contractor the Contract Sum which shall be \$ 2,832,760

Base bid Includes:

(3) Outdoor and (1) Indoor Synthetic Turf Fields \$2,360,070

(1) Shock Pad for the Indoor Field	\$ 118,000
Soil Stabilization per proposal for the (3) Outdoor Fields	\$ 198,900
Batting Cage Area Turf	\$ 35,990
(1) Synthetic Turf Groomer and (1) Synthetic Turf Sweeper	\$ 10,000
Fencing and Netting Per Proposal	\$ 109,800
Total	\$2,832,760

Application for Payment shall be made monthly by Contractor to the Owner for work that has been performed. Undisputed Applications for Payment shall be paid by Owner within three (3) days after the next City Council meeting approving payment. A five percent (5%) retainage shall be withheld by Owner from each payment to Contractor other than the Final Payment. The Final Payment Application shall include a request for the release of the five percent (5%) retainage and shall be submitted to the Owner and will be paid not less than thirty (30) days after acceptance of the Project by the West Des Moines City Council. Final Payment shall include all retainage plus all of the unpaid Contract Sum, plus any additions thereto, and any amounts unpaid pursuant to any change orders.

III. GENERAL CONDITIONS:

- A. Proposal and Scope of Work. This Contract, which includes Contractor's Proposal dated 03-23-2020 and attached hereto as "Exhibit A" and Scope of Work, has been properly signed and dated by Contractor, and the Owner, by signing this Contract, accepts Contractor's Proposal and Scope of Work which becomes part of this Contract.
- B. Order to Proceed. The Owner shall issue a written Order to Proceed within fifteen (15) calendar days from the date this Contract is executed by Owner and Contractor. If the Order to Proceed is not received by Contractor within this fifteen (15) day period, Contractor shall have the option to cancel this Contract without liability to any party thereto. Contractor shall commence construction on or about June 2020, or earlier at the discretion of the Owner.
- C. Permits. Contractor must obtain and pay for all permits and licenses, as may be required by the County or municipality in which the work is to be performed which are necessary for the completion and execution of the work to be performed.
- D. Change Orders. This Contract may be amended by change order at any time provided that the change order makes specific reference to this Contract and is executed in writing by both Contractor and Owner. The change order will not invalidate this Contract, nor relieve or release Contractor or the Owner from their respective obligations under this Contract. The change order may make changes in the time allowed for completion of the work or changes to the Scope

of Work. No change order work shall begin until Contractor has been notified in writing that the change has been approved by the Owner. The cost of additional work and materials under any change order shall be the sole responsibility of the Owner.

- E. Inspections and Final Payment. Periodic inspections may be performed by the Owner and any applicable federal, state or local inspector(s), if any. Upon completion of work pertaining to this Contract, Contractor shall notify Owner that the work is complete and arrange for an inspection of the work by the Owner. Should an inspection reveal that the work is not completed and/or is not satisfactory, the Owner shall notify Contractor in writing of the specific deficiencies and request that Contractor indicate what action will be under taken to complete the work. All of Contractor's work shall be complete when formally accepted by the West Des Moines Council.

- F. Guarantees and Warranties. Contractor warrants and guarantees to the Owner that all materials and equipment used in the work will be new, unless otherwise specified or agreed to, and that all work is of good quality, free from faults and defects. The work performed by Contractor is to be guaranteed for a period of one year from the date of final acceptance of all the work required by the Contract. Contractor shall furnish Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, if any. Per the contract dated 3.23.2020, Contractor is supplying a (1) year warranty for the civil construction. Contractor and Shaw Sports Turf are providing an (8) year warranty for the synthetic turf.

- G. Time of Essence. Time is of the essence as to each and every provision of this Contract.

- H. Hold Harmless. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Owner, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits, or losses, including any and all outlays and expenses connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Owner, its elected and appointed officials, employees, volunteers or others working on behalf of the Owner, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the products, work and/or services provided by Contractor to the City pursuant to the provisions of this Contract. It is the intention of the parties that the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Contractor, its officers, employees, subcontractors, and others affiliated with Contractor due to accidents, mishaps, misconduct, negligence, or injuries either in person or property resulting from the work

and/or services performed by Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City.

- I. Delays. All agreements resulting from this proposal are subject to delays resulting from strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, government orders, or any other cause beyond Contractor's control and Contractor shall not be liable for any damages whatsoever that may be caused by such delays, shortages, or disruptions. In the event of a pandemic and government action that requires our crews to pull offsite, contract schedule for completion may need to be extended, and pricing per the proposal dated 03-23-2020 will remain unchanged as long as the project continues in 2020.
- J. Miscellaneous. This Contract becomes effective and binding when signed by Contractor and the Owner.
- K. Bond. Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety Bond in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes: for the period of four (4) years from and immediately following the completion of said Contract and acceptance thereof by the Owner of all improvements, the payment to the Owner or the Owner's successor or assigns for all damage, loss and expense which may occur to the Owner, the Owner's successor or assigns by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials and equipment in performance of said Contract, or in lieu thereof the Owner, the Owner's successors or assigns, may require the Contractor to maintain such items in need of repair for the said periods specified therein.
- L. Insurance Requirements. Contractor shall obtain and maintain through the term of this Contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the agreement, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Contract shall in no-way limit Contractor's actual liability.
 - (1) Commercial General Liability. Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The Owner

shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the Owner.

M. Bodily Injury & Property Damage - Each Occurrence	N. \$1,000,000
O. Personal Injury & Advertising Injury - Per Person	P. \$1,000,000
Q. General Aggregate on the Above	R. \$2,000,000
S. Products & Completed Operations General Aggregate	T. \$2,000,000
U. Fire Damage Limit	V. \$100,000
W. Medical Expense Limit	X. \$5,000

(2) **Business Automobile Liability Insurance.** Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The Owner would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the Owner.

Y. Bodily Injury & Property Damage – Each Accident	Z. \$1,000,000
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(3) **Workers Compensation and Employers Liability.** As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the Owner.

AA. Part 1- Workers Compensation Benefits	BB. Statutory
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(4) **Employers Liability.**

Bodily Injury Each Accident	CC. \$500,000
Bodily Injury by Disease Policy Limit	DD. \$500,000
Bodily Injury by Disease Each Employee	EE. \$500,000

(5) **Umbrella Liability.** Contractor will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to including the Owner as an additional insured on a primary and non-contributory basis and waiver of subrogation.

Each Occurrence Limit	FF. \$4,000,000
Aggregate Limit	GG. \$4,000,000

Before providing any services, the Contractor shall furnish an insurance certificate to Owner, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

IV. OWNER'S RESPONSIBILITIES.

- A. Owner shall permit Contractor to use, at no cost, all existing utilities such as light, heat, power, and water as reasonably necessary to carry out and complete Contractor's Scope of Work. Owner will provide Contractor with suitable and adequate areas on site for the storage of materials, equipment, machinery, trailers and tools. Owner is not responsible for any damage or loss of Contractor's equipment; Contractor stores its equipment on Owner's property at its own risk and Contractor is not covered by Owner's insurance.
- B. Owner shall provide Contractor with all previous plans, designs, and specifications necessary for Contractor to complete its Scope of Work and Contractor shall be entitled to rely upon all such plans, designs, and specifications as being in accordance with any and all laws, regulations, ordinances, or codes respecting the work to be performed by Contractor on the Project. Owner warrants to Contractor that all previous plans, designs and specifications provided to Contractor shall be fit for the particular purpose for which they are being provided and that same shall be free from any errors, omissions or defects. Contractor will produce and provide the plans for this phase of the contract and the work specified on the proposal document.

V. TERMINATION.

- A. The Owner shall have the right to terminate this Contract without process or action at law, if, upon fifteen (15) days written notice, Contractor fails to commence to cure any material breach of this Contract, or if it is in the best interest of the Owner, as solely determined by the Owner. Said notice to Contractor shall be in writing sent registered or certified mail to Contractor's last known address should Contractor.
- B. The mailing of such notice shall constitute notice to Contractor under the terms of the Contract. Upon receiving said notice, Contractor shall vacate the premises and quit any work in progress, or any parts specified in said notice. If Owner terminates this Contract, Owner shall immediately become liable to pay Contractor for any undisputed work, labor and materials provided to Owner and/or the Project by Contractor for which Owner has not yet paid Contractor.
- C. Contractor shall have the right to terminate this Contract without process or action at law, by notice to Owner in writing sent registered or certified mail to Owner's last known address should Owner (a) become insolvent or declare bankruptcy or (b) otherwise fails to commence to cure any material breach of

this Contract within fifteen (15) days of written notice of the breach.

VI. IOWA LAW.

This Contract shall be governed by Iowa law, exclusive of principles governing choice or conflicts of law, and any mediation, arbitration or judicial actions between the Owner and Contractor shall be held in the District Court of Polk County.

VII. APPROVAL OF CITY.

This Contract shall not be binding until it has received the final approval and acceptance of the City of West Des Moines, Iowa, by Resolution of its Council. Such approval and acceptance shall be noted on this Contract.

VIII. AMENDMENTS.

No subsequent agreement between Contractor and Owner shall be effective or binding unless it is made in writing and signed by both of the parties hereto.

IX. SEVERABILITY.

In the event that any one or more of the provisions of this Contract shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Contract shall be unimpaired, and shall remain in effect and be binding upon the parties.

X. PARAGRAPH HEADINGS.

Paragraph headings as contained herein are provided for convenience and reference only. They in no way restrict or limit the contents or terms of this Contract.

The Contractor is required to provide by all prevailing wage laws and provide reporting forms to the Owner.

CONTRACTOR: Byrne & Jones Construction

By: Jameson Sheley

Printed: Jameson Sheley

Title: Vice President VP

Date: 3/23/2020

OWNER: City of West Des Moines, Iowa

By: _____

Printed: _____

Title: _____

Date: _____

CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that the foregoing Contract was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on _____, 2020, and that this certificate is made pursuant to the authority of said City Council.







Signed this _____ day of _____, 2020.

CITY OF WEST DES MOINES, IOWA

BY: _____
Ryan T. Jacobson, City Clerk



TIPS CONTRACT NUMBER 170205

		Name	Duration	Start	Finish	Predecessors	Resource Names
1		INDOOR TURF	0 days	6/1/20 7:00 AM	6/1/20 8:00 AM		
2		Mobilization	3 days	6/1/20 7:00 AM	6/3/20 5:00 PM		
3		Nailer Boards	3 days	6/4/20 8:00 AM	6/8/20 5:00 PM	2	
4		Rock Placement	10 days	6/9/20 8:00 AM	6/22/20 5:00 PM	3	
5		Turf	25 days	6/23/20 8:00 AM	7/27/20 5:00 PM	4	
6		OUTDOOR FIELDS	0 days	6/1/20 7:00 AM	6/1/20 8:00 AM		
7		Mobilization	3 days	6/15/20 7:00 AM	6/17/20 5:00 PM		
8		Layout	3 days	6/15/20 7:00 AM	6/17/20 5:00 PM		
9		Soil Stabilization Field 1	2 days	6/23/20 8:00 AM	6/24/20 5:00 PM	4	
10		Soil Stabilization Field 2	2 days	6/25/20 8:00 AM	6/26/20 5:00 PM	9	
11		Soil Stabilization Field 3	2 days	6/29/20 8:00 AM	6/30/20 5:00 PM	10	
12		Concrete Curbs Field 1	7 days	6/25/20 8:00 AM	7/3/20 5:00 PM	9	
13		Concrete Curbs Field 2	7 days	7/6/20 8:00 AM	7/14/20 5:00 PM	12	
14		Concrete Curbs Field 3	7 days	7/15/20 8:00 AM	7/23/20 5:00 PM	13	
15		Nailer Boards Field 1	3 days	7/6/20 8:00 AM	7/8/20 5:00 PM	12	
16		Nailer Boards Field 2	3 days	7/15/20 8:00 AM	7/17/20 5:00 PM	13	
17		Nailer Boards Field 3	3 days	7/24/20 8:00 AM	7/28/20 5:00 PM	14	
18		Collection Pipe Field 1	3 days	6/25/20 8:00 AM	6/29/20 5:00 PM	9	
19		Collection Pipe Field 2	3 days	6/30/20 8:00 AM	7/2/20 5:00 PM	18	
20		Collection Pipe Field 3	3 days	7/3/20 8:00 AM	7/7/20 5:00 PM	19	
21		Rock Field 1	14 days	7/9/20 8:00 AM	7/28/20 5:00 PM	15	
22		Rock Field 2	14 days	7/29/20 8:00 AM	8/17/20 5:00 PM	21	
23		Rock Field 3	14 days	8/18/20 8:00 AM	9/4/20 5:00 PM	22	
24		Turf Field 1	25 days	7/29/20 8:00 AM	9/1/20 5:00 PM	21	
25		Turf Field 2	25 days	9/2/20 8:00 AM	10/6/20 5:00 PM	24	
26		Turf Field 3	25 days	10/7/20 8:00 AM	11/10/20 5:00 PM	25	
WEST DES MONIES FIELDS							

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

DATE: May 4, 2020

ITEM:

Resolution - Accepting Work
Ashworth Road Improvements – Jordan Creek Parkway to 81st Street

FINANCIAL IMPACT:

The total construction cost for the Ashworth Road Improvements – Jordan Creek Parkway to 81st Street was \$2,469,576.41 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 \$2,507,084.00. There were eight (8) Change Orders on the project that totaled (\$37,507.59).

BACKGROUND:

Alliance Construction Group was working under an agreement dated July 24, 2017 for construction services for the Ashworth Road Improvements – Jordan Creek Parkway to 81st Street. Work on this project included widening of Ashworth Road from a rural two-lane cross section to an urban five-lane cross section from Jordan Creek Parkway to 81st Street.

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

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Ashworth Road Improvements – Jordan Creek Parkway to 81st Street.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on July 24, 2017, the City Council entered into a contract with Alliance Construction Group of Grimes, Iowa, for the following described public improvement:

**Ashworth Road Improvements – Jordan Creek Parkway to 81st Street
Project No. 0510-044-2015**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on May 4, 2020; and,

WHEREAS, the City has retained \$32,001.49 (1.30%) of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$2,469,576.41 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$32,001.49, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **4th** day of **May, 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: **Alliance Construction Group LC**
 3000 SE Grimes Blvd, Suite 800
 Grimes, IA 50111

Project Title	Ashworth Road - Jordan Creek Parkway to 81st Street	
WDM Project File Number	0510-044-2015	
Purchase Order Number	2018-0000099	
Orig. Contract Amount & Date	\$2,507,084.00	07/24/17
Estimated Completion Date	05/24/19	
Pay Period	10/7/19 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	\$65,000.00	\$65,000.00	1.00	\$65,000.00
1.02	REMOVE AND REPLACE MAILBOX (CO#8)	EA	30	\$250.00	\$7,500.00	30.00	\$7,500.00
1.03	PERMANENT ROAD CLOSURE - URBAN (SI-182) W/ TYPE 3 OBJECT MARKERS (CO#8)	EA	0	\$900.00	\$0.00		\$0.00
1.04	REMOVALS, AS PER PLAN	LS	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00
1.05	ADDITIONAL TRAFFIC CONTROL (CO#1)	LS	1	\$8,030.00	\$8,030.00	1.00	\$8,030.00
1.06	HYDROEXCAVATING FOR MAILBOX INSTALL (CO#8)	LS	1	\$1,672.00	\$1,672.00	1.00	\$1,672.00
SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE							
2.01	CLEARING AND GRUBBING	AC	9	\$3,500.00	\$31,500.00	9.00	\$31,500.00
2.02	TOPSOIL, ON-SITE	CY	6,000	\$12.00	\$72,000.00	6,000.00	\$72,000.00
2.03	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	11,000	\$5.25	\$57,750.00	11,000.00	\$57,750.00
2.04	EMBANKMENT IN PLACE - CONTRACTOR HAUL AND PLACE	CY	2,100	\$13.00	\$27,300.00	2,100.00	\$27,300.00
2.05	EMBANKMENT IN PLACE - CONTRACTOR SUPPLY AND PLACE	CY	700	\$14.00	\$9,800.00	700.00	\$9,800.00
2.06	BELOW GRADE EXCAVATION (CORE OUT) (CO#8)	CY	4.40	\$2.00	\$8.80	4.40	\$8.80
2.07	SUBGRADE PREPARATION	SY	19,750	\$2.75	\$54,312.50	19,750.00	\$54,312.50
2.08	SUBGRADE TREATMENT, FLY ASH (CO#8)	SY	0	\$11.00	\$0.00		\$0.00
2.09	SUBBASE, GRANULAR SUBBASE (CO#8)	SY	0	\$11.00	\$0.00		\$0.00
2.10	REMOVAL OF KNOWN PIPE CULVERT, LESS THAN OR EQUAL TO 24 IN. DIA.	LF	886	\$15.00	\$13,290.00	886.00	\$13,290.00
2.11	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 12 IN. DIA. (CO#8)	LF	70	\$15.00	\$1,050.00	70.00	\$1,050.00
2.12	RELOCATE BOULDER	EA	1	\$700.00	\$700.00	1.00	\$700.00
2.13	EXCAVATE FROZEN GRADE FOR DRIVEWAY (CO#8)	LS	1	\$3,547.50	\$3,547.50	1.00	\$3,547.50
2.14	BACKFILL HOLE LEFT BY UTILITY WITH FLOWABLE MORTAR (CO#8)	LS	1	\$4,100.25	\$4,100.25	1.00	\$4,100.25
SECTION 3010 - TRENCH EXCAVATION AND BACKFILL							
3.01	TRENCH FOUNDATION (CO#8)	TON	0	\$34.00	\$0.00		\$0.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (CO#8)	CY	0	\$28.00	\$0.00		\$0.00
SECTION 4010 - SANITARY SEWERS							
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA. (CO#8)	LF	24	\$385.00	\$9,240.00	24.00	\$9,240.00
4.02	SANITARY SEWER SERVICE STUB, PVC, 6 IN. DIA. (CO#8)	LF	228	\$65.00	\$14,820.00	228.00	\$14,820.00
SECTION 4020 - STORM SEWERS							
4.03	STORM SEWER, TRENCHED, RCP, 15 IN. DIA. (CO#8)	LF	1291	\$84.00	\$108,444.00	1,291.00	\$108,444.00
4.04	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	217	\$86.00	\$18,662.00	217.00	\$18,662.00
4.05	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	244	\$90.00	\$21,960.00	244.00	\$21,960.00
4.06	STORM SEWER, TRENCHED, RCP, 30 IN. DIA. (CO#8)	LF	1054	\$115.00	\$121,210.00	1,054.00	\$121,210.00
4.07	STORM SEWER, TRENCHED, RCP, 36 IN. DIA. (CO#8)	LF	64	\$145.00	\$9,280.00	64.00	\$9,280.00
4.08	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36 IN. DIAMETER (CO#8)	LF	132	\$15.00	\$1,980.00	132.00	\$1,980.00
SECTION 4030 - PIPE CULVERTS							
4.09	PIPE APRON, RCP, 15 IN. DIA.	EA	2	\$1,300.00	\$2,600.00	2.00	\$2,600.00
4.10	PIPE APRON, RCP, 24 IN. DIA.	EA	1	\$1,650.00	\$1,650.00	1.00	\$1,650.00
4.11	FOOTING FOR CONCRETE PIPE APRON, RCP, 15 IN. DIA.	EA	2	\$625.00	\$1,250.00	2.00	\$1,250.00
4.12	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN. DIA.	EA	1	\$650.00	\$650.00	1.00	\$650.00

4.13	PIPE APRON GUARD	EA	3	\$765.00	\$2,295.00	3.00	\$2,295.00
4.14	SUBDRAIN, CASE A - TYPE 1, 6 IN. DIA. (CO#8)	LF	1867	\$15.00	\$28,005.00	1,867.00	\$28,005.00
4.15	SUBDRAIN, CASE D - TYPE 2, 8 IN. DIA.	LF	39	\$30.00	\$1,170.00	39.00	\$1,170.00
4.16	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN. DIA. (CO#8)	EA	4	\$450.00	\$1,800.00	4.00	\$1,800.00
4.17	SUBDRAIN OUTLETS AND CONNECTIONS, INTAKE OR MANHOLE, CMP, 8 IN. DIA. (CO#8)	EA	11	\$375.00	\$4,125.00	11.00	\$4,125.00
4.18	SUBDRAIN OUTLETS AND CONNECTIONS, RCP STORM SEWER COLLAR, 6 IN. DIA. (CO#8)	EA	0	\$450.00	\$0.00		\$0.00
4.19	SUBDRAIN OUTLETS AND CONNECTIONS, DR-305 - TYPE A, CMP, 8 IN. DIA. (CO#8)	EA	0	\$650.00	\$0.00		\$0.00
4.20	STORM SEWER SERVICE STUB, PVC, 2 IN. DIA.	EA	1	\$900.00	\$900.00	1.00	\$900.00
4.21	NYLOPLAST INLINE DRAIN, 8 IN. DIA.	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00
4.22	PRIVATE INTAKE AND SUBDRAIN AT OLSON RESIDENCE (CO#8)	LS	1	\$5,786.00	\$5,786.00	1.00	\$5,786.00
SECTION 5010 - PIPE AND FITTINGS							
5.01	WATER MAIN, TRENCHED, PVC, 12 IN. DIA. (CO#8)	LF	45	\$100.00	\$4,500.00	45.00	\$4,500.00
5.02	WATER MAIN, TRENCHED, PVC, 16 IN. DIA.	LF	44	\$145.00	\$6,380.00	44.00	\$6,380.00
5.03	FITTING, MECHANICAL JOINT, 12 IN. DIA. (CO#8)	LB	816	\$7.50	\$6,120.00	816.00	\$6,120.00
5.04	FITTING, MECHANICAL JOINT, 16 IN. DIA.	LB	356	\$7.75	\$2,759.00	356.00	\$2,759.00
SECTION 5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES							
5.05	VALVE, GATE, 16 IN. DIA.	EA	1	\$6,700.00	\$6,700.00	1.00	\$6,700.00
5.06	VALVE BOX ADJUSTMENT, MINOR (CO#8)	EA	9	\$125.00	\$1,125.00	9.00	\$1,125.00
5.07	VALVE BOX EXTENSION (CO#8)	EA	5	\$175.00	\$875.00	5.00	\$875.00
5.08	VALVE BOX REPLACEMENT (CO#8)	EA	0	\$450.00	\$0.00		\$0.00
5.09	FIRE HYDRANT ADJUSTMENT (CO#8)	EA	7	\$800.00	\$5,600.00	7.00	\$5,600.00
5.10	WATER SERVICE STOP BOX ADJUSTMENT	EA	8	\$100.00	\$800.00	8.00	\$800.00
5.11	FIRE HYDRANT RELOCATION	EA	1	\$2,500.00	\$2,500.00	1.00	\$2,500.00
5.12	BLOWOFF RELOCATION	EA	1	\$2,400.00	\$2,400.00	1.00	\$2,400.00
5.13	WATER METER PIT ADJUSTMENT	EA	2	\$500.00	\$1,000.00	2.00	\$1,000.00
5.14	SALVAGE AND REINSTALL GATE VALVE (CO#2)	EA	1	\$1,155.00	\$1,155.00	1.00	\$1,155.00
5.15	WATER SERVICE TRANSFER (CO#2) (CO#8)	EA	0	\$1,870.00	\$0.00		\$0.00
5.16	LOWER AND REPLACE WATER SERVICE (CO#6)	EA	2	\$2,750.00	\$5,500.00	2.00	\$5,500.00
5.17	RELOCATE WATER STOP BOX IN TRAIL (CO#8)	EA	2	\$1,800.00	\$3,600.00	2.00	\$3,600.00
SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS							
6.01	MANHOLE TYPE SW-301, 48 IN. DIA.	EA	1	\$4,600.00	\$4,600.00	1.00	\$4,600.00
6.02	MANHOLE TYPE SW-401, 48 IN. DIA.	EA	2	\$4,500.00	\$9,000.00	2.00	\$9,000.00
6.03	MANHOLE TYPE SW-401, 60 IN. DIA.	EA	2	\$8,000.00	\$16,000.00	2.00	\$16,000.00
6.04	INTAKE TYPE SW-501	EA	6	\$3,500.00	\$21,000.00	6.00	\$21,000.00
6.05	INTAKE TYPE SW-503	EA	4	\$5,600.00	\$22,400.00	4.00	\$22,400.00
6.06	INTAKE TYPE SW-503, 1 FT EXTENSION	EA	2	\$8,400.00	\$16,800.00	2.00	\$16,800.00
6.07	INTAKE TYPE SW-503, MODIFIED	EA	1	\$6,500.00	\$6,500.00	1.00	\$6,500.00
6.08	INTAKE TYPE SW-505	EA	3	\$4,900.00	\$14,700.00	3.00	\$14,700.00
6.09	INTAKE TYPE SW-506	EA	3	\$11,500.00	\$34,500.00	3.00	\$34,500.00
6.10	INTAKE TYPE SW-512, 24 IN. DIA.	EA	9	\$2,700.00	\$24,300.00	9.00	\$24,300.00
6.11	INTAKE TYPE SW-512, 30 IN. DIA.	EA	1	\$2,800.00	\$2,800.00	1.00	\$2,800.00
6.12	MANHOLE ADJUSTMENT, MINOR	EA	2	\$850.00	\$1,700.00	2.00	\$1,700.00
6.13	MANHOLE ADJUSTMENT, MAJOR	EA	4	\$1,600.00	\$6,400.00	4.00	\$6,400.00
6.14	STORM CLEANOUT ADJUSTMENT, MINOR (CO#8)	EA	0	\$250.00	\$0.00		\$0.00
6.15	SANITARY CLEANOUT ADJUSTMENT, MINOR (CO#8)	EA	2	\$250.00	\$500.00	2.00	\$500.00
6.16	REMOVE MANHOLE	EA	2	\$500.00	\$1,000.00	2.00	\$1,000.00
6.17	REMOVE INTAKE	EA	2	\$500.00	\$1,000.00	2.00	\$1,000.00
SECTION 7010 - PORTLAND CEMENT CONCRETE PAVEMENT							
7.01	PAVEMENT, PCC, 6 IN. TEMPORARY PAVEMENT (CO#8)	SY	702	\$45.00	\$31,590.00	702.00	\$31,590.00
7.02	PAVEMENT, PCC, 6 IN. REINFORCED	SY	920	\$43.00	\$39,560.00	920.00	\$39,560.00
7.03	PAVEMENT, PCC, 7 IN. REINFORCED	SY	218	\$49.00	\$10,682.00	218.00	\$10,682.00

7.04	PAVEMENT, PCC, 9 1/2 IN. REINFORCED (CO#8)	SY	17365.4	\$51.10	\$887,371.94	17,365.40	\$887,371.94
7.05	CONCRETE MEDIAN	SY	43	\$105.00	\$4,515.00	43.00	\$4,515.00
7.06	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$7,000.00	\$7,000.00	1.00	\$7,000.00
SECTION 7030 - SIDEWALKS, SHARED USE PATHS AND DRIVEWAYS							
7.07	REMOVAL OF SHARED USE PATH (CO#8)	SY	45	\$15.00	\$675.00	45.00	\$675.00
7.08	REMOVAL OF SIDEWALK	SY	75	\$15.00	\$1,125.00	75.00	\$1,125.00
7.09	REMOVAL OF DRIVEWAY (CO#7) (CO#8)	SY	2061.55	\$8.00	\$16,492.40	2,061.55	\$16,492.40
7.10	REMOVAL OF CURB	LF	28	\$25.00	\$700.00	28.00	\$700.00
7.11	SHARED USE PATH, PCC, 6 IN. REINFORCED (CO#8)	SY	2381.31	\$33.00	\$78,583.23	2,381.31	\$78,583.23
7.12	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH (CO#8)	SY	2841	\$3.00	\$8,523.00	2,841.00	\$8,523.00
7.13	SIDEWALK, PCC, 4 IN. (CO#8)	SY	263.36	\$28.00	\$7,374.08	263.36	\$7,374.08
7.14	SIDEWALK, PCC, 6 IN. (CO#8)	SY	97.13	\$37.00	\$3,593.81	97.13	\$3,593.81
7.15	DETECTABLE WARNING	SF	152	\$105.00	\$15,960.00	152.00	\$15,960.00
7.16	DRIVEWAY, PAVED, PCC, 6 IN. (CO#8)	SY	2479.31	\$35.00	\$86,775.85	2,479.31	\$86,775.85
7.17	DRIVEWAY, PAVED, PCC, 6 IN. REINFORCED (CO#8)	SY	144.5	\$33.00	\$4,768.50	144.50	\$4,768.50
7.18	DRIVEWAY, GRANULAR (CO#8)	TON	522.52	\$25.00	\$13,063.00	522.52	\$13,063.00
7.19	DRIVEWAY, GRANULAR (TEMPORARY ACCESS) (CO#8)	TON	1789.07	\$24.00	\$42,937.68	1,789.07	\$42,937.68
7.22	DRIVEWAY, PAVED, PCC, 6 IN. - ADDITIONAL 15 FEET (CO#6) (CO#8)	SY	171.38	\$41.00	\$7,026.58	171.38	\$7,026.58
7.23	DRIVEWAY CORE OUT (CO#8)	EA	8	\$200.00	\$1,600.00	8.00	\$1,600.00
7.24	HOT WATER FOR PCC MIX (CO#7) (CO#8)	SY	1153	\$2.00	\$2,306.00	1,153.00	\$2,306.00
7.25	PCC MIX CHANGE - NO FLYASH (CO#7) (CO#8)	SY	1153	\$2.00	\$2,306.00	1,153.00	\$2,306.00
7.26	PCC COLD WEATHER PROTECTION - BURLAP PER LAYER (CO#7) (CO#8)	SY	0	\$1.50	\$0.00		\$0.00
7.27	PCC COLD WEATHER PROTECTION - BLANKETS (CO#7) (CO#8)	SY	1677.25	\$5.50	\$9,224.88	1,677.25	\$9,224.88
7.28	DRIVEWAY, PAVED, PCC, 4 IN. TEMPORARY (CO#7) (CO#8)	SY	167.6	\$42.50	\$7,123.00	167.60	\$7,123.00
SECTION 7040 - PAVEMENT REHABILITATION							
7.20	PAVEMENT REMOVAL (CO#8)	SY	9002.5	\$9.75	\$87,774.38	9,002.50	\$87,774.38
7.21	PAVEMENT REPAIRS (CO#3)	LS	1	\$4,460.00	\$4,460.00	1.00	\$4,460.00
SECTION 8020 - PAVEMENT MARKINGS							
8.01	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (CO#8)	STA	154.78	\$95.00	\$14,704.10	154.78	\$14,704.10
8.02	PAINTED SYMBOLS AND LEGENDS	EA	14	\$125.00	\$1,750.00	14.00	\$1,750.00
SECTION 9010 - SEEDING							
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING - URBAN TEMP. EROSION CONTROL MIXTURE	AC	5.5	\$1,200.00	\$6,600.00	5.50	\$6,600.00
9.02	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - PERMANENT LAWN MIXTURE (CO#4)	AC	0.0	\$2,615.00	\$0.00		\$0.00
9.03	WARRANTY	LS	0	\$3,000.00	\$0.00		\$0.00
9.19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - RESCUE SEED MIXTURE (CO#4)	AC	8.4	\$2,765.00	\$23,226.00	8.40	\$23,226.00
SECTION 9040 - EROSION AND SEDIMENT CONTROL							
9.04	SWPPP PREPARATION	LS	1	\$1,200.00	\$1,200.00	1.00	\$1,200.00
9.05	SWPPP MANAGEMENT	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00
9.06	FILTER SOCKS, 8 IN.	LF	2500	\$1.50	\$3,750.00	2,500.00	\$3,750.00
9.07	FILTER SOCKS, REMOVAL (CO#8)	LF	2000	\$0.25	\$500.00	2,000.00	\$500.00
9.08	SILT FENCE OR SILT FENCE DITCH CHECK (CO#8)	LF	4677	\$1.50	\$7,015.50	4,677.00	\$7,015.50
9.09	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT (CO#8)	LF	0	\$0.25	\$0.00		\$0.00
9.10	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE (CO#8)	LF	4867	\$0.25	\$1,216.75	4,867.00	\$1,216.75
9.11	STABILIZED CONSTRUCTION ENTRANCE (CO#8)	TON	17.36	\$29.00	\$503.44	17.36	\$503.44
9.12	EROSION CONTROL MULCHING, HYDROMULCHING (CO#8)	AC	11.53	\$1,200.00	\$13,836.00	11.53	\$13,836.00
9.13	INLET PROTECTION DEVICE, DROP-IN INTAKE PROTECTION (CO#8)	EA	23	\$120.00	\$2,760.00	23.00	\$2,760.00
9.14	INLET PROTECTION DEVICE, MAINTENANCE (CO#8)	EA	23	\$25.00	\$575.00	23.00	\$575.00
SECTION 9060 - CHAIN LINK FENCE							
9.15	CHAIN LINK FENCE - REPLACE CORNER POST	LS	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00
9.16	SAFETY FENCE (CO#8)	LF	100	\$7.00	\$700.00	100.00	\$700.00
9.17	REMOVAL OF FENCE - CHAIN LINK	LF	20	\$50.00	\$1,000.00	20.00	\$1,000.00

9.18	REMOVAL OF FENCE - WOOD FENCE (CO#8)	LF	185	\$8.25	\$1,526.25	185.00	\$1,526.25
SECTION 11010 - CONSTRUCTION SURVEY							
11.01	CONSTRUCTION SURVEY	LS	1	\$24,000.00	\$24,000.00	1.00	\$24,000.00
11.02	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00
SECTION 11030 - TEMPORARY SERVICES DURING CONSTRUCTION							
11.03	MAINTENANCE OF POSTAL SERVICE	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00
11.04	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00
SECTION 11050 - CONCRETE WASHOUT							
11.05	CONCRETE WASHOUT	LS	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00
TOTAL					\$2,469,576.41		\$2,469,576.41

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

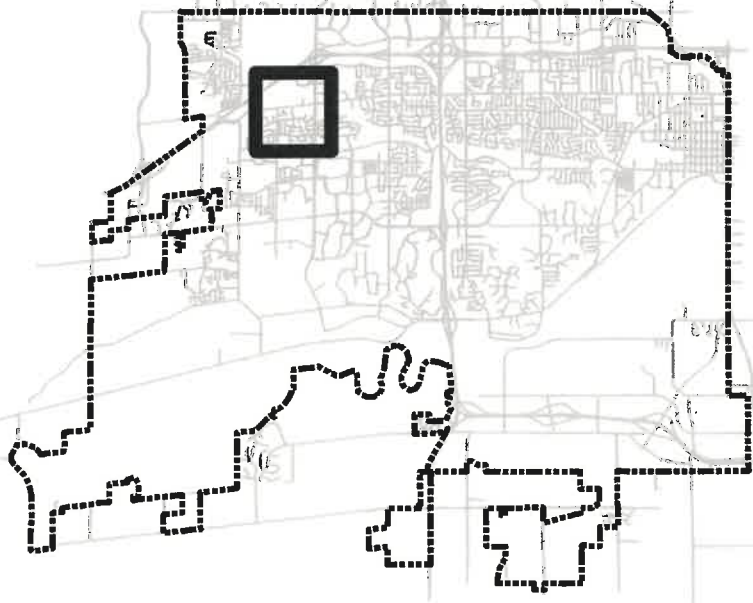
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$2,507,084.00	\$2,469,576.41
Approved Change Order 1	\$8,030.00	
Approved Change Order 2	\$3,025.00	
Approved Change Order 3	\$4,460.00	
Approved Change Order 4	\$825.00	
Approved Change Order 5	\$0.00	
Approved Change Order 6	\$15,300.00	
Approved Change Order 7	\$17,665.00	
Approved Change Order 8	(\$86,812.59)	
Revised Contract Price	\$2,469,576.41	\$2,469,576.41
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$2,469,576.41
Total Previously Approved (list each)	Pay Request 1	\$9,072.50
	Pay Request 2	\$18,571.55
	Pay Request 3	\$86,601.82
	Pay Request 4	\$34,034.70
	Pay Request 5	\$174,343.17
	Pay Request 6	\$154,164.74
	Pay Request 7	\$136,795.06
	Pay Request 8	\$43,157.64
	Pay Request 9	\$22,458.57
	Pay Request 10	\$81,458.47
	Pay Request 11	\$36,294.55
	Pay Request 12	\$17,665.81
	Pay Request 13	\$284,462.88
	Pay Request 14	\$55,949.30
	Pay Request 15	\$7,280.08
	Pay Request 16	\$26,414.51
	Pay Request 17	\$76,349.85
	Pay Request 18	\$96,807.22
	Pay Request 19	\$378,554.85
	Pay Request 20	\$187,463.41
	Pay Request 21	\$59,352.43
	Pay Request 22	\$71,897.84
	Pay Request 23	\$72,426.48
	Pay Request 24	\$28,491.82
	Pay Request 25	\$54,883.30
	Pay Request 26	\$22,122.41
	Pay Request 27	\$5,247.60
	Pay Request 28	\$7,811.61
	Pay Request 29	\$50,370.94
	Pay Request 30	\$5,564.32
	Pay Request Partial Retainage	\$91,477.33
	Pay Request 31	\$5,468.20
	Pay Request 32	\$32,560.06
	Total Previously Approved	\$2,437,574.92
	Amount Due This Request	\$32,001.49
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$32,001.49** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Alliance Construction Group LC	Recommended By: McClure Engineering Company	Checked By: City of West Des Moines
Signature: Name: Ryan McKinney	Signature: Name: Thomas Stovia, 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 Phase 1		
LOCATION:	Ashworth Road, Jordan Creek Parkway to 81st Street		
DRAWN BY: JDR	DATE: 6/19/2017	PROJECT NUMBER: 0510-044-2015 SUBDIVISION NAME:	SHT. 1 of 1

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

DATE: May 4, 2020

ITEM:

Resolution - Accepting Public Improvements
Scheels Warehouse Sanitary Sewer

FINANCIAL IMPACT:

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

BACKGROUND:

Rognes Corporation has substantially completed the installation of sanitary sewer associated with the Scheel's Warehouse at 175 9th Street located on West Green Industrial Park part of Lot 36 (Parcel 2019-163) in accordance with the plans prepared by Cooper Crawford & Associates, LLC and the specifications of the City. These improvements were originally reviewed and approved as privately owned and maintained but were inspected and tested by the City in anticipation of becoming public. All requirements for acceptance as public improvements have been met.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for Scheels Warehouse Sanitary Sewer.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, a Preliminary Plat for West Green Industrial Park was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on October 3, 2016; and,

WHEREAS, a Final Plat for West Green Industrial Park was submitted for review by the City Council of West Des Moines, Iowa, on October 17, 2016 and was found to be generally consistent with the Preliminary Plat; and,

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for West Green Industrial Park at their meeting on October 17, 2016 subject to any conditions of approval; and,

WHEREAS, a Site Plan for Scheels Warehouse at 175 9th Street located on West Green Industrial Park, part of Lot 36 (Parcel 2019-163) was submitted, reviewed, and approved on November 4, 2019 subject to any conditions of approval and contingent upon construction and acceptance of all public improvements, said improvements being described as follows:

Scheels Warehouse Sanitary Sewer

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, the public improvements for Scheels Warehouse Sanitary Sewer are hereby accepted and are hereby dedicated for public purposes.

PASSED AND APPROVED this 4th day of May, 2020.

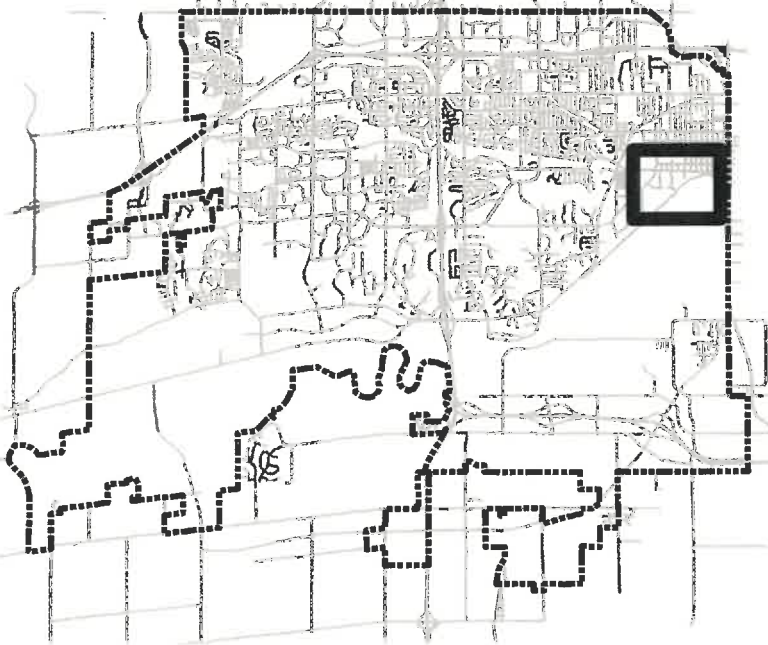
Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

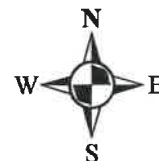


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Scheels Warehouse Sanitary Sewer

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 4/30/2020

PROJECT NUMBER/NAME: Scheels Warehouse Sanitary Sewer

SHT. 1 of 1

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

DATE: May 4, 2020

ITEM: Approval of Consent of the City to the Collateral Assignments of Development Agreements – Junction House 329, LLC

RESOLUTION: Approval of Consent to Collateral Assignment of the Development Agreement between Junction House 329, LLC and the City of West Des Moines

RESOLUTION: Approval of Consent to Collateral Assignment of the Upper Story Housing Program Agreement between Junction House 329, LLC and the City of West Des Moines

FINANCIAL IMPACT: None

BACKGROUND: On April 6, 2020, Junction House 329, LLC and the City of West Des Moines entered into two Development Agreements in which the City agreed to provide the Developer economic development incentives as consideration for the construction by the Developer of a 3-story mixed use building at 329 5th Street. Lincoln Savings Bank, as mortgagee of the property at 329 5th Street, has requested that the City consent to the assignment of the economic development incentives provided in the two Development Agreements as collateral for the loan made by the Developer and Lincoln Savings Bank. The Assignment of the TIF Development Agreement will only occur upon default by the Developer of the loan and assumption by Lincoln Savings Bank of the Development Agreement. The Assignment of the Upper Story Housing Development Agreement will result in payments being made directly to Lincoln Savings Bank if requested by the Bank.

The attached Resolutions approve the Consent of the City to the Collateral Assignments of the Development Agreements between Lincoln Savings Bank, Junction House 329, LLC, and the City of West Des Moines.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Approve the Consent of the City to the two Collateral Assignments.

Lead Staff Member: Katie Hernandez, Business Development Coordinator, Community & Economic Development & Christine Gordon, AIPC, Housing Planner, Community & Economic Development

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	AB

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

ATTACHMENTS:

- Exhibit I - Collateral Assignment of the Development Agreement
- Exhibit II - Collateral Assignment of the Upper Story Housing Development Agreement
- Exhibit III - Resolution – Approving Collateral Assignment of the Development Agreement
- Exhibit IV - Resolution – Approving Collateral Assignment of the Upper Story Housing Development Agreement

Prepared by/Return to: Holly A. Stocker, 225 South 6th Street, Suite 3500, Minneapolis, MN 55402, 612.604.6490
Taxpayer Address: Junction House 329, LLC, 512 1/2 East Grand Avenue, Des Moines, IA 50309

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this “Assignment”) is made and entered into as of the ___ day of May, 2020, by and among **JUNCTION HOUSE 329, LLC**, an Iowa limited liability company (“Assignor”), **THE CITY OF WEST DES MOINES, IOWA**, a municipal corporation (the “City”), and **LINCOLN SAVINGS BANK**, an Iowa state-chartered banking corporation (“Lender”).

Recitals

WHEREAS, Assignor and Lender have entered into that certain Construction Loan Agreement and Business Loan Agreement each dated on or about even date herewith (collectively, the “Construction Loan Agreements”), pursuant to which Lender has agreed to make a loan to Assignor in the original principal amount of \$2,096,114.00 (the “Construction Loan”) for the purpose of providing financing for the acquisition and development of certain property located at 329 5th Street, in West Des Moines, Iowa (the “Project”), legally described on Exhibit “A”, attached hereto and incorporated by this reference; and

WHEREAS, the obligation of Assignor to repay the Construction Loan is evidenced by that certain Promissory Note dated on or about even date herewith (the “Construction Note”), in the original principal amount of \$2,096,114.00, executed by Assignor and payable to Lender;

WHEREAS, Assignor and Lender have also entered into that certain Construction Loan Agreement dated on or about even date herewith (the “Bridge Loan Agreement,” and together with the Construction Loan Agreements, the “Loan Agreements”), pursuant to which Lender has agreed to make a loan to Assignor in the original principal amount of \$1,080,000.00 (the “Bridge Loan,” and together with the Construction Loan, the “Loans”); and

WHEREAS, the Construction Note is secured by, among other things, (i) that certain Construction Mortgage dated on or about even date herewith (the “Construction Mortgage”), executed by Assignor, in favor of Lender, encumbering the Project, and (ii) that certain Assignment of Rents dated on or about even date herewith (the “Construction Assignment”), executed by Assignor, in favor of Lender; and

WHEREAS, the obligation of Assignor to repay the Bridge Loan is evidenced by that certain Promissory Note dated on or about even date herewith, in the original principal amount of \$1,080,000.00 (the "Bridge Note," and together with the Construction Note, the "Notes"), executed by Assignor and payable to Lender; and

WHEREAS, the Bridge Note is secured by, among other things, (i) that certain Construction Mortgage dated on or about even date herewith (the "Bridge Mortgage," and together with the Construction Mortgage, the "Mortgages"), executed by Assignor, in favor of Lender, encumbering the Project, (ii) that certain Assignment of Rents dated on or about even date herewith (the "Bridge Assignment," and together with the Construction Assignment, the "Assignments"), executed by Assignor, in favor of Lender; and

WHEREAS, the City and Assignor have entered into that certain Agreement for Private Development dated as of April 6, 2020 (the "Development Agreement"), pursuant to which the City has agreed to provide certain incentive payments to Assignor through tax increment financing in connection with the Project and subject to the terms and conditions in the Development Agreement, which payments are defined in the Development Agreement as "Economic Development Grants"; and

WHEREAS, Lender has required, as an express condition to making the Loans, that Assignor assign its rights to the Economic Development Grants under the Development Agreement to Lender to secure the obligations of Assignor under the Notes and the Loan Agreements.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Lender and the City hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Agreements, as applicable.
2. Assignment. Assignor hereby assigns to Lender all of its right, title and interest in and to the Economic Development Grants under the Development Agreement, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter, to secure the obligations of Assignor under the Notes and the Loan Agreements. Lender acknowledges that this Assignment is subject to the terms and conditions of the Development Agreement. Nothing contained in this Assignment shall constitute Lender's assumption of any duties of Assignor, unless and until Lender elects to do so in writing to the City, as required by the Development Agreement, nor shall it constitute a release of Assignor from its obligations, under the Development Agreement.
3. Assignor Representations and Warranties. As of the date hereof, Assignor hereby represents and warrants to Lender that there have been no prior assignments of its rights under the Development Agreement, that the Development Agreement is a valid and enforceable agreement, that Assignor is not, and to the best of Assignor's knowledge, the City is not, in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. Except for leasing

and rentals permitted by the Development Agreement or under the Loan Agreements, or any one of the same, without the Lender's prior written consent, Assignor agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Assignment is in effect. Nothing herein shall limit any City consent requirements to the foregoing under the Development Agreement.

4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment. Notwithstanding the foregoing or anything in this Assignment to the contrary, at any time prior to a Default (defined below), Lender grants to Assignor a revocable license to collect and receive the payments of Economic Development Grants, as they become due, under the Development Agreement, and to retain and use such payments for the construction, operation and maintenance of the Project, and to exercise all rights as Developer (as defined in the Development Agreement) under the Development Agreement, in each case subject to the terms hereof, the Mortgages and the other Loan Documents.

5. Attorney-in-Fact. Upon the occurrence of a default or event of default under either of the Note or the Loan Agreement and the continuance beyond any applicable cure period (a "Default"), without affecting any of Lender's rights or remedies against Assignor under any other Loan Document, Assignor shall be deemed to have irrevocably appointed Lender as Assignor's attorney-in-fact to exercise any or all of Assignor's rights in, to and under the Development Agreement and to give appropriate receipts, releases and satisfactions on behalf of Assignor in connection with the performance by any party to the Development Agreement and to do any or all other acts in Assignor's name or in Lender's own name that Assignor could do under the Development Agreement with the same force and effect as if this Assignment had not been made. In addition, upon a Default, Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Iowa with respect to any payments assigned hereunder. Assignor hereby authorizes Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to Lender hereunder.

6. City Consent. The City hereby consents and agrees to the Assignor's assignment of the Economic Development Grants that may be paid pursuant to the Development Agreement to the Lender under the terms and conditions of this Assignment. The City further represents and warrants to Lender that the Development Agreement is a valid agreement enforceable in accordance with its terms, that the City is not in default under the Development Agreement and that all of the City's covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof. To the best knowledge of the City, as of the date hereof, (a) Assignor is not in default under the Development Agreement, and (b) all of Assignor's covenants, conditions and agreements under the Development Agreement have been performed as required therein.

7. Direction of Payments. The City hereby acknowledges and agrees that, after written notice from Lender to the City of a Default under this Assignment or revocation of the license granted to Assignor in Section 4, with a copy thereof provided by Lender to Assignor, all Economic Development Grants due to Assignor under the Development Agreement shall be paid to Lender at the address set forth in Section 14 until such time as Lender notifies the City that the Loans have been paid in full or otherwise. Unless and until such written notice is received by the

City, the parties agree that the City shall pay all Economic Development Grants under the Development Agreement to the Assignor, under the terms and conditions of the Development Agreement. To the extent any Economic Development Grants are paid to the Lender after a Default under this Assignment or revocation of the license granted to Assignor under Section 4, Assignor agrees that the City shall have no further liability to the Assignor for the same, and the Assignor releases the City from any claims related to or arising out of the City's payment of such Economic Development Grants to the Lender as described in this Assignment. Lender hereby acknowledges and agrees that Lender's right to receive Economic Development Grants pursuant to the Development Agreement is wholly contingent upon Assignor's compliance with, and as applicable, fulfillment of, the terms and conditions of the Development Agreement, or upon Lender's compliance with and fulfillment of the terms and conditions of the Development Agreement to the extent that Lender has assumed Assignor's duties or obligations under the Development Agreement as described in this Assignment. In no case shall Lender's rights to the Economic Development Grants under the Development Agreement be greater than Assignor's rights to the same.

8. Consent to Mortgages and Assignments. The City consents to the Mortgages and the Assignments to the extent the City's consent is required under the terms of the Development Agreement.

9. City Notice. The City agrees to provide Lender with copies of any notice of default given under the Development Agreement, and that Lender shall have the right, but not the obligation, to cure such default within the time period set forth in the Development Agreement.

10. No Amendment. Assignor hereby agrees that no material change or amendment shall be made to terms of the Development Agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed. It shall be the Assignor's responsibility, and not that of the City, to ensure compliance with this Section 10.

11. Minimum Assessment Agreement. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the terms of the Minimum Assessment Agreement executed by the City and the Assignor in connection with the Development Agreement and recorded with the Polk County Recorder in Book 17793 at Page 981.

12. No Waiver. This Assignment can be waived, modified, amended, terminated or discharged, and any rights hereunder assigned, only explicitly in a writing signed by the parties hereto. A waiver by a party hereto shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of a party's rights or remedies hereunder. All rights and remedies of a party shall be cumulative and shall be exercised singularly or concurrently, at the enforcing party's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

13. Continuing Obligations. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the City contained

in the Development Agreement. Except as expressly contemplated in Section 4, above, upon a Default, no provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of Assignor contained in the Development Agreement.

14. Notice. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the City:

City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, Iowa 50265-0320
Attention: Ryan Jacobson

If to Assignor:

Junction House 329, LLC
Attention: Tim Rypma
512 1/2 East Grand Avenue
Des Moines, Iowa 50309

If to Lender:

Lincoln Savings Bank
Attn: Doug Parker
13523 University Avenue
Clive, Iowa 50325

15. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa and shall be effective as of the closing date for the Loans. If the Loans do not close by June 1, 2020, this Assignment shall be null and void.

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19103108v5

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JUNCTION HOUSE 329, LLC, an Iowa
limited liability company

By: _____
Tim Rypma
Its Manager

STATE OF IOWA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020,
by Tim Rypma, the Manager of Junction House 329, LLC, an Iowa limited liability company, for
and on behalf of said limited liability company.

Notary Public in the State of Iowa

My commission expires: _____

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

By: _____
Steven K. Gaer
Mayor

ATTEST:

By: _____
Ryan T. Jacobson
City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this ____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. _____, passed on the ____ day of _____, 2020, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in the State of Iowa

My commission expires: _____

LINCOLN SAVINGS BANK, an Iowa
state-chartered banking corporation

By: _____
Doug Parker
Vice President

STATE OF IOWA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
Doug Parker, Vice President of Lincoln Savings Bank, an Iowa state-chartered banking
corporation, for and on behalf of the Iowa state-chartered banking corporation.

Notary Public in the State of Iowa

My commission expires: _____

EXHIBIT "A"

[Legal Description of Project]

Lot 17, Block 18, First Addition to Valley Junction, an official plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Prepared by/Return to: Holly A. Stocker, 225 South 6th Street, Suite 3500, Minneapolis, MN 55402, 612.604.6490
Taxpayer Address: Junction House 329, LLC, 512 1/2 East Grand Avenue, Des Moines, IA 50309

**COLLATERAL ASSIGNMENT OF UPPER STORY HOUSING DEVELOPMENT
AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF UPPER STORY HOUSING DEVELOPMENT AGREEMENT (this "Assignment") is made and entered into as of the ____ day of May, 2020, by and among **JUNCTION HOUSE 329, LLC**, an Iowa limited liability company ("Assignor"), **THE CITY OF WEST DES MOINES, IOWA**, a municipal corporation (the "City"), and **LINCOLN SAVINGS BANK**, an Iowa state-chartered banking corporation ("Lender").

Recitals

WHEREAS, Assignor and Lender have entered into that certain Construction Loan Agreement and Business Loan Agreement each dated on or about even date herewith (collectively, the "Construction Loan Agreements"), pursuant to which Lender has agreed to make a loan to Assignor in the original principal amount of \$2,096,114.00 (the "Construction Loan") for the purpose of providing financing for the acquisition and development of certain property located at 329 5th Street, in West Des Moines, Iowa (the "Project"), legally described on Exhibit "A", attached hereto and incorporated by this reference; and

WHEREAS, the obligation of Assignor to repay the Construction Loan is evidenced by that certain Promissory Note dated on or about even date herewith (the "Construction Note"), in the original principal amount of \$2,096,114.00, executed by Assignor and payable to Lender;

WHEREAS, Assignor and Lender have also entered into that certain Construction Loan Agreement dated on or about even date herewith (the "Bridge Loan Agreement," and together with the Construction Loan Agreements, the "Loan Agreements"), pursuant to which Lender has agreed to make a loan to Assignor in the original principal amount of \$1,080,000.00 (the "Bridge Loan," and together with the Construction Loan, the "Loans"); and

WHEREAS, the Construction Note is secured by, among other things, (i) that certain Construction Mortgage dated on or about even date herewith (the "Construction Mortgage"), executed by Assignor, in favor of Lender, encumbering the Project, and (ii) that certain Assignment of Rents dated on or about even date herewith (the "Construction Assignment"), executed by Assignor, in favor of Lender; and

WHEREAS, the obligation of Assignor to repay the Bridge Loan is evidenced by that certain Promissory Note dated on or about even date herewith, in the original principal amount of \$1,080,000.00 (the "Bridge Note," and together with the Construction Note, the "Notes"), executed by Assignor and payable to Lender; and

WHEREAS, the Bridge Note is secured by, among other things, (i) that certain Construction Mortgage dated on or about even date herewith (the "Bridge Mortgage," and together with the Construction Mortgage, the "Mortgages"), executed by Assignor, in favor of Lender, encumbering the Project, (ii) that certain Assignment of Rents dated on or about even date herewith (the "Bridge Assignment," and together with the Construction Assignment, the "Assignments"), executed by Assignor, in favor of Lender; and

WHEREAS, the City and Assignor have entered into that certain Upper Story Housing Program Agreement for Private Development dated as of April 6, 2020 (the "Development Agreement"), pursuant to which the City has agreed to provide a forgivable loan, in an amount not to exceed \$1,200,000.00, in connection with the Project and subject to the terms and conditions in the Development Agreement, which loan is to be paid in one or more disbursements, hereinafter referred to as "Loan Disbursements"; and

WHEREAS, under the terms of the Development Agreement, Assignor is obligated to execute a Promissory Note (the "Forgivable Note") as a condition precedent to receiving any Loan Disbursements; and

WHEREAS, Lender has required, as an express condition to making the Loans, that Assignor assign its rights to the Loan Disbursements under the Development Agreement to Lender to secure the obligations of Assignor under the Notes and the Loan Agreements.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Lender and the City hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Agreements, as applicable.

2. Assignment. Assignor hereby assigns to Lender all of its right, title and interest in and to the Loan Disbursements made pursuant to the Development Agreement and the Forgivable Note, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter, to secure the obligations of Assignor under the Notes and the Loan Agreements. Lender acknowledges that this Assignment of the Loan Disbursements, and its right to receive the same, is subject to the terms and conditions of the Development Agreement and the Forgivable Note. Nothing contained in this Assignment shall constitute Lender's assumption of any duties of Assignor under the Development Agreement or the Forgivable Note, unless and until Lender elects to do so in writing to the City, as required by the Development Agreement, nor shall it constitute a release of Assignor from its obligations under the Development Agreement or the Forgivable Note.

3. Assignor Representations and Warranties. As of the date hereof, Assignor hereby represents and warrants to Lender that there have been no prior assignments of its rights under the Development Agreement, that the Development Agreement is a valid and enforceable agreement, that Assignor is not, and to the best of Assignor's knowledge, the City is not, in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. Except for leasing and rentals permitted by the Development Agreement or under the Loan Agreements, or any one of the same, without the Lender's prior written consent, Assignor agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Assignment is in effect. Nothing herein shall limit any City consent requirements to the foregoing under the Development Agreement or the Forgivable Note.

4. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment of the Loan Disbursements to be made under the terms of the Development Agreement and pursuant to the Forgivable Note. This Assignment is not an assignment of the Development Agreement or the Forgivable Note, and is intended only to perfect Lender's right to receive the Loan Disbursements, to the extent otherwise payable to Assignor under the terms of the Development Agreement and under the terms of the Forgivable Note, until Lender notifies the City that no further Loan Disbursements shall be paid to Lender as provided in Section 7. In furtherance of the foregoing, nothing herein shall be deemed to prohibit Assignor from exercising its rights, nor relieve Assignor of its obligations, as Property Owner (as defined in the Development Agreement) under the terms of the Development Agreement and the Forgivable Note.

5. Attorney-in-Fact. Upon the occurrence of a default or event of default under either of the Notes or the Loan Agreements and the continuance beyond any applicable cure period (a "Default"), without affecting any of Lender's rights or remedies against Assignor under any other Loan Document, Assignor shall be deemed to have irrevocably appointed Lender as Assignor's attorney-in-fact to exercise any or all of Assignor's rights in, to and under the Development Agreement and the Forgivable Note and to give appropriate receipts, releases and satisfactions on behalf of Assignor in connection with the performance by any party to the Development Agreement or the Forgivable Note, or both, and to do any or all other acts in Assignor's name or in Lender's own name that Assignor could do under the Development Agreement or the Forgivable Note, or both, with the same force and effect as if this Assignment had not been made. In addition, upon a Default, Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Iowa with respect to any payments assigned hereunder. Assignor hereby authorizes Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to Lender hereunder.

6. City Consent. The City hereby consents and agrees to Assignor's assignment of the Loan Disbursements that may be paid pursuant to the Development Agreement and under the Forgivable Note to the Lender under the terms and conditions of this Assignment. The City further represents and warrants to Lender that the Development Agreement is a valid agreement enforceable in accordance with its terms, that the City is not in default under the Development Agreement and that all of the City's covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof. To the best

knowledge of the City, as of the date hereof, (a) Assignor is not in default under the Development Agreement, and (b) all of Assignor's covenants, conditions and agreements under the Development Agreement have been performed as required therein.

7. Direction of Payments. The City hereby acknowledges and agrees that all Loan Disbursements due to Assignor under the Development Agreement and the Forgivable Note shall be paid to Lender at the address set forth in Section 14 until such time as Lender notifies the City that no further Loan Disbursements shall be paid to Lender. Assignor releases the City from any claims related to or arising out of the City's payment of such Loan Disbursements to the Lender as described in this Assignment and Assignor agrees that the City shall have no further liability to the Assignor for Loan Disbursements paid to Lender before Lender notifies the City that no further Loan Disbursements shall be paid to Lender, as above required. Lender hereby acknowledges and agrees that Lender's right to receive Loan Disbursements pursuant to the Development Agreement and under the Forgivable Note is wholly contingent upon Assignor's compliance with, and as applicable, fulfillment of, the terms and conditions of the Development Agreement and the Forgivable Note, or upon Lender's compliance with and fulfillment of the terms and conditions of the Development Agreement and the Forgivable Note, in each case, to the extent that Lender has assumed Assignor's duties or obligations under the Development Agreement and the Forgivable Note as described in this Assignment. In no case shall Lender's rights to receive Loan Disbursements under the Development Agreement and under the Forgivable Note be greater than Assignor's rights to the same.

8. Consent to Mortgages and Assignments. The City consents to the Mortgages and the Assignments to the extent the City's consent is required under the terms of the Development Agreement or the Forgivable Note.

9. City Notice. The City agrees to provide Lender with copies of any notice of default given under the Development Agreement or the Forgivable Note, or both, and that Lender shall have the right, but not the obligation, to cure such default within the time period set forth in the Development Agreement or the Forgivable Note, as applicable.

10. No Amendment. Assignor hereby agrees that no material change or amendment shall be made to terms of the Development Agreement or the Forgivable Note without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed. It shall be the Assignor's responsibility, and not that of the City, to ensure compliance with this Section 10.

11. Intentionally Deleted.

12. No Waiver. This Assignment can be waived, modified, amended, terminated or discharged, and any rights hereunder assigned, only explicitly in a writing signed by the parties hereto. A waiver by a party hereto shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of a party's rights or remedies hereunder. All rights and remedies of a party shall be cumulative and shall be exercised singularly or concurrently, at the enforcing party's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

13. Continuing Obligations. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the City contained in the Development Agreement or the Forgivable Note. Except as expressly contemplated in this Assignment, no provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of Assignor contained in the Development Agreement or the Forgivable Note.

14. Notice. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the City:

City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, Iowa 50265-0320
Attention: Ryan Jacobson

If to Assignor:

Junction House 329, LLC
Attention: Tim Rypma
512 1/2 East Grand Avenue
Des Moines, Iowa 50309

If to Lender:

Lincoln Savings Bank
Attn: Doug Parker
13523 University Avenue
Clive, Iowa 50325

15. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa and shall be effective as of the closing date for the Loans. If the Loans do not close by June 1, 2020, this Assignment shall be null and void.

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[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

JUNCTION HOUSE 329, LLC, an Iowa
limited liability company

By: _____
Tim Rypma
Its Manager

STATE OF IOWA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020,
by Tim Rypma, the Manager of Junction House 329, LLC, an Iowa limited liability company, for
and on behalf of said limited liability company.

Notary Public in the State of Iowa

My commission expires: _____

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

By: _____
Steven K. Gaer
Mayor

ATTEST:

By: _____
Ryan T. Jacobson
City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this ____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. _____, passed on the ____ day of _____, 2020, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

Notary Public in the State of Iowa

My commission expires: _____

LINCOLN SAVINGS BANK, an Iowa
state-chartered banking corporation

By: _____
Doug Parker
Vice President

STATE OF IOWA)
) ss
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
Doug Parker, Vice President of Lincoln Savings Bank, an Iowa state-chartered banking
corporation, for and on behalf of the Iowa state-chartered banking corporation.

Notary Public in the State of Iowa

My commission expires: _____

EXHIBIT "A"

[Legal Description of Project]

Lot 17, Block 18, First Addition to Valley Junction, an official plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

**RESOLUTION APPROVING THE CONSENT TO
COLLATERAL ASSIGNMENT OF THE DEVELOPMENT
AGREEMENT BETWEEN JUNCTION HOUSE 329, LLC AND
THE CITY OF WEST DES MOINES, IOWA**

WHEREAS, on April 6, 2020, Junction House 329, LLC (“Developer”) and the City of West Des Moines (“City”) entered into an Agreement for Private development (“Development Agreement”) in which the City agreed to provide the Developer economic development incentives (“Economic Development Grants”) as consideration for Developer’s construction of a mixed-use building, including office space anticipated to be occupied by retail and office enterprise tenants that would employ individuals therein, and multi-residential space that would include housing units for low or moderate income households on certain property located at 329 5th Street (“Development Property”); and

WHEREAS, pursuant to the terms of the Development Agreement, the Developer cannot assign its interests in the Development Agreement without the City’s consent; and

WHEREAS, Lincoln Savings Bank, an Iowa state-chartered banking corporation (“Bank”), as mortgagee of the Development Property, has requested that the City consent to a Collateral Assignment of the Development Agreement by and among the Developer, City, and Bank (“Assignment”); and

WHEREAS, pursuant to the terms of the Assignment, the Developer will assign to the Bank all of its right, title, and interest in and to the Economic Development Grants under the Development Agreement, provided however that the Bank assumes no duties or obligations of the Developer under the Development Agreement pursuant to the Assignment unless the Bank elects to do so; and

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

1. The form and content of the Collateral Assignment of Development Agreement by and among Junction House 329, LLC, the City, and Lincoln Savings Bank, the provisions of which are incorporated herein by reference, are in all respects authorized and approved.
2. The Mayor is authorized to sign the Collateral Assignment of the Development Agreement and the City Clerk is directed to attest to the Mayor’s signature.
3. The Mayor and City Clerk are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Assignment as executed.

PASSED AND ADOPTED this _____ day of _____, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

01712085-1\11333-326

RESOLUTION APPROVING THE CONSENT TO COLLATERAL ASSIGNMENT OF THE UPPER STORY HOUSING PROGRAM AGREEMENT BETWEEN JUNCTION HOUSE 329, LLC AND THE CITY OF WEST DES MOINES, IOWA

WHEREAS, on April 6, 2020, Junction House 329, LLC (“Developer”) and the City of West Des Moines (“City”) entered into an Upper Story Housing Program Agreement for Private development (“USH Agreement”) in which the City agreed to provide the Developer economic development incentives in the form of a forgivable loan (“Forgivable Loan”) as consideration for Developer’s construction of a mixed-use building, including 16 housing units that would be rented exclusively to low or moderate income households and rented at or below Fair Market Rent for at least 15 years, on certain property located at 329 5th Street (“Development Property”); and

WHEREAS, pursuant to the terms of the USH Agreement, the Developer cannot assign its interests in the USH Agreement without the City’s consent; and

WHEREAS, Lincoln Savings Bank, an Iowa state-chartered banking corporation (“Bank”), as mortgagee of the Development Property, has requested that the City consent to a Collateral Assignment of Upper Story Housing Development Agreement by and among the Developer, City, and Bank (“Assignment”); and

WHEREAS, pursuant to the terms of the Assignment, the Developer will assign to the Bank all of its right, title, and interest in and to the loan disbursement under the USH Agreement, provided however that the Bank assumes no duties or obligations of the Developer under the USH Agreement pursuant to the Assignment unless the Bank elects to do so.

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

1. The form and content of the Collateral Assignment of Upper Story Housing Development Agreement by and among Junction House 329, LLC, the City, and Lincoln Savings Bank regarding the USH Agreement, the provisions of which are incorporated herein by reference, are in all respects authorized and approved.
2. The Mayor is authorized to sign the Collateral Assignment of the Upper Story Housing Development Agreement and the City Clerk is directed to attest to the Mayor’s signature.
3. The Mayor and City Clerk are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Assignment as executed.

PASSED AND ADOPTED this _____ day of _____, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

01712085-1\11333-326

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

DATE: May 4, 2020

ITEM: Resolution - Approval and Acceptance of Conveyance of Property Interests for Raccoon River Bank Stabilization Project.

FINANCIAL IMPACT: Minimal filing costs.

SYNOPSIS: Property interests necessary for the Raccoon River Bank Stabilization Project (a/k/a Osmium Environmental Project) have been donated from the owners shown on **Exhibit "A"**. For policy and title purposes, the attached resolution approves and 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. 500.000.000.5550.735, Project No. 0510-016-2017.


OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt a Resolution approving and accepting Conveyance of Property Interests to the City of West Des Moines for the Raccoon River Bank Stabilization Project.

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

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF CONVEYANCE OF
PROPERTY INTERESTS FOR THE RACCOON RIVER BANK STABILIZATION PROJECT
(A/K/A OSMIUM ENVIRONMENTAL PROJECT), PROJECT NO. 0510-016-2017**

WHEREAS, Martin Marietta Materials Real Estate Investments, Inc. and Raccoon River Land Co, LLC have agreed to donate the property interests as referenced in **Exhibit "A"**; 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 for the acquisition of property interests necessary for the Project; and

WHEREAS, the names of the property owners of the property to be acquired are attached hereto as **Exhibit "A"** and made a part of this resolution; 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 documents shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this **4th** day of **May, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**RACCOON RIVER BANK STABILIZATION PROJECT
(A/K/A OSMIUM ENVIRONMENTAL PROJECT), PROJECT NO. 0510-016-2017**

EXHIBIT/ PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	
"01-P1"	Martin Marietta Materials Real Estate Investments, Inc. c/o William J. Gahan, President Midwest Division SE1/4 28-78N-26W & SW1/4 27-78N-26W Parcel ID 1628400004 & 1627300003 West Des Moines, Dallas County, Iowa	\$0.00	*donation
"02-P1"	Raccoon River Land Co, LLC c/o Stuary Ruddy, General Counsel NW NW 34-78N-26W Parcel ID 1634100001 West Des Moines, Dallas County, Iowa	\$0.00	*donation
	TOTAL	\$0.00	

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

DATE: May 4, 2020

ITEM: Resolution - Approval and Acceptance of Conveyance of Property Interests for S. Grand Prairie Parkway Grade Separation Project and Raccoon River Basin Segment 5 Sewer – Lift Station & Forcemain Project (a/k/a Raccoon River Crossing).

FINANCIAL IMPACT: \$351,010.00 – the property interests are necessary to construct both projects; with Raccoon River Basin Segment 5 Sewer Project being constructed first, the costs will be paid from sanitary sewer funds.

SYNOPSIS: Property interests necessary for the S. Grand Prairie Parkway Grade Separation Project and the Raccoon River Basin Segment 5 Sewer – Lift Station & Forcemain Project have been secured through negotiated purchase agreements at the appraised fair market value from the owners shown on **Exhibit “A”**, with additional comments and/or additional costs not reflected in the appraisal shown in bold, if any. For policy and title purposes, the attached resolution approves and 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. 640.000.000.5550.730, Project No. 0510-060-2015.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt a Resolution approving and accepting Conveyance of Property Interests to the City of West Des Moines for the S. Grand Prairie Parkway Grade Separation Project and South Raccoon River Basin Segment 5 Sewer – Lift Station & Forcemain Project (a/k/a Raccoon River Crossing).

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

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney	RJS
Appropriations/Finance		
Legal		
Agenda Acceptance	AA	

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 CONVEYANCE OF PROPERTY INTERESTS FOR
THE S. GRAND PRAIRIE PARKWAY GRADE SEPARATION PROJECT,
PROJECT NO. 0510-012-2019**

WHEREAS, on April 15, 2019, the City Council authorized the preparation of Conceptual Design for the S. Grand Prairie Parkway Grade Separation Project, Project No. 0510-012-2019; and

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 Raccoon River Basin Segment 5 Sewer – Lift Station & Forcemain Project (a/k/a Raccoon River Crossing), Project No. 0510-060-2015; and

WHEREAS, the property to be acquired is necessary to construct both projects; and

WHEREAS, the Raccoon River Basin Segment 5 Sewer – Lift Station & Forcemain Project will be constructed first; therefore, costs will be paid from sanitary sewer funds; 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 negotiated purchase agreements for the acquisition of property interests necessary for the projects; and

WHEREAS, the name of the property owners of the property to be acquired is attached hereto as **Exhibit "A"** and made a part of this resolution; 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 4th day of May, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

S. GRAND PRAIRIE PARKWAY GRADE SEPARATION PROJECT, PROJECT NO. 0510-012-2019 AND SOUTH RACCOON RIVER BASIN SEGMENT 5 SEWER – LIFT STATION & FORCEMAIN PROJECT (A/K/A RACCOON RIVER CROSSING), PROJECT NO. 0510-060-2015

EXHIBIT/ PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	
"58, 61,62-F1" "58, 61,62-P1"	Universal Investment Property, LLC Part of SW 1/4 SE 1/4, NW 1/4 NE 1/4, NE 1/4 NW 1/4 SEC 27-78-26 West Des Moines, Dallas County, IA 50266	\$351,010.00	*includes additional \$13,400 for permanent easement due to misinterpretation of the appraisal plus \$31,910 administrative settlement
	TOTAL	\$351,010.00	

4(p)

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

DATE: May 4, 2020

ITEM: Resolution – Termination of Agreement between the City of West Des Moines and the West Des Moines Business Incubator for the Lease of Property at 318 Fifth Street

SYNOPSIS: On June 29, 2015 the West Des Moines City Council approved an agreement for the lease of 318 Fifth Street to the West Des Moines Business Incubator. The City provided the building to the Incubator to enable the Incubator to establish programs that would promote entrepreneurial activity and small business growth and development in the City. The term of the lease, which is sixty months, expires June 30, 2021. However, pursuant to its terms, the City may terminate the lease prior to June, 2021 upon a 180 day notice to the Incubator.

With the expiration of the lease approaching, on April 24, 2020 two options were presented to the Public Safety Subcommittee regarding future use of the building. The first option would extend the lease with the Incubator, with required changes, to allow the operation of a small business center. The second option would convert the building to the Fire and EMS administration headquarters. This option would allow for a centralized location for fire and emergency management personnel, which have been combined into one department under the direction of the fire chief.

Significant factors in the recommendation of the Public Safety Subcommittee to choose the second option was the cost of approximately \$500,000 to remodel this building instead of building a new facility at a significantly higher cost. This would allow the facility to function for at least ten years while creating additional space at Fire Station 21, which can be remodeled to provide sleeping quarters for the crews on duty. This option will also provide additional space at Station 19 for Westcom dispatch, delaying the need for new Westcom facilities for five to ten years.

The Public Safety Subcommittee also recognized both the need to begin conversion of the building to an administration facility and the need for an appropriate period to terminate Incubator activities. Representatives of the Incubator requested that they be given consideration due to the current situation regarding the Covid-19 pandemic. It was therefore the recommendation of the Subcommittee that the lease between the City and the Incubator be terminated, with notice to be given to the Incubator that the lease terminate 180 days from the date proclaimed by Governor Kim Reynolds allowing retail merchants in Polk County to fully open, or June 30, 2021, whichever occurs first.

RECOMMENDATION: Approve the Resolution terminating the Agreement between the City of West Des Moines and the West Des Moines Business Incubator for the Lease of Property at 318 Fifth Street.

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

Department Director	Tom Hadden, City Manager
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney <i>RJS</i>
Agenda Acceptance	Ryan T. Jacobson, City Clerk <i>RP</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety
Date Reviewed	April 24, 2020
Recommendation	Yes <input type="checkbox"/> No <input type="checkbox"/>

**RESOLUTION TERMINATING THE AGREEMENT BETWEEN THE CITY OF
WEST DES MOINES AND THE WEST DES MOINES BUSINESS INCUBATOR FOR
THE LEASE OF PROPERTY AT 318 FIFTH STREET**

WHEREAS, in June, 2015 the City of West Des Moines approved the Agreement between the City of West Des Moines and the West Des Moines Business Incubator for the Lease of Property at 318 Fifth Street; and

WHEREAS, the Agreement is to terminate in June, 2021 unless terminated earlier upon 180 day notice from the City to the Incubator; and

WHEREAS, the City finds that termination of the Agreement on or before June, 2021 is necessary to fulfill outstanding public safety needs; and

WHEREAS, termination of the Agreement is in the best interest of the City of West Des Moines.

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

1. Pursuant to the terms of the Agreement Between the City of West Des Moines and the West Des Moines Business Incubator for the Lease of Property at 318 Fifth Street, notice shall be given to the Incubator that the Lease shall terminate 180 days from the date proclaimed by Governor Kim Reynolds allowing retail merchants to fully open in Polk County, or June 30, 2021, whichever occurs first.

PASSED AND ADOPTED this 4th day of May, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: May 4, 2020

ITEM: Proclamation – Bike Month – May 2020

FINANCIAL IMPACT: None


BACKGROUND: The attached proclamation designates May 2020 as Bike Month. This proclamation is one way to demonstrate the City’s commitment to bicycling. Unfortunately, organized events planned to take place in May, like the Mayor’s Bike Ride, have been cancelled due to Covid-19. However, bicycling while social distancing remains a popular activity.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the proclamation designating May 2020 as Bike Month in West Des Moines.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

Department Director	Sally Orgies, Director of Parks and Recreation <i>S.O.</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

PROCLAMATION

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the City of West Des Moines, the League of American Bicyclists and independent cyclists throughout our community are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities for all; and

WHEREAS, the City of West Des Moines continues to promote bicycling through the planning and construction of trails and bicycle facilities.

NOW, THEREFORE, I, Mayor of the City of West Des Moines, do hereby proclaim May 2020, as

BIKE MONTH

in the City of West Des Moines, and I, Mayor Steven K. Gaer urge all citizens to celebrate Bike Month and support efforts to promote bicycling in the community.

Dated this 4th day of May, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Proclamation
Police Officers Week - May 10-16, 2020

DATE: May 4, 2020

FINANCIAL IMPACT: None

BACKGROUND:

The City of West Des Moines would like to recognize the important role Law Enforcement Officers play in the lives of West Des Moines residents by celebrating Police Officers Week, May 10-16, 2020, and recognizing Police Officers Memorial Day on Thursday, May 14, 2020.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation recognizing May 10-16, 2020 as Police Officers Week and Thursday, May 14, 2020 as Police Officers Memorial Day.

Lead Staff Member: Chris Scott, Chief of Police

STAFF REVIEWS

Department Director	<i>Chris Scott</i> 4-29-20
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>CS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

CITY OF WEST DES MOINES OFFICIAL PROCLAMATION

WHEREAS, Law Enforcement Officers play an important role in the lives of all West Des Moines residents; and

WHEREAS, Public understanding of the duties and responsibilities of these Officers is crucial to their effective performance, and

WHEREAS, Two hundred and four Iowa Peace Officers have given their lives in the line of duty, including Marshal Anthony Swatta and Sergeant Shawn Miller from the West Des Moines Police Department; and

WHEREAS, A Peace Officers' Memorial Plaque was dedicated on May 12, 1988, listing the names of those Iowa Peace Officers who gave their lives in protecting the rights and privileges of Iowa citizens, and to whom the Iowa Peace Officers' Memorial was dedicated on May 15, 1985; and

WHEREAS, West Des Moines continues to maintain significantly lower crime rates than does both the state and the nation as a whole which can be attributed in part to the dedication and effectiveness of West Des Moines' Law Enforcement Officers:

NOW, THEREFORE, I, Steven K. Gaer, Mayor of West Des Moines, do hereby proclaim May 10-16, 2020 as

POLICE OFFICER'S WEEK

and do further proclaim, Thursday, May 14, 2020, as

POLICE OFFICER'S MEMORIAL DAY

in West Des Moines, and urge citizens to support law enforcement in and around the city, to become better acquainted with the operations and personnel of local police agencies, and to honor those officers who have given their lives in the line of duty.

Mayor of West Des Moines

City Clerk of West Des Moines

NO CHANGE FROM PREVIOUS READING**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION****Date: May 4, 2020**

ITEM: The Preserve, South of Raccoon River adjacent to SW Grand Prairie Parkway – Amend The Preserve Planned Unit Development (PUD) to establish development standards for residential estate lots and modify signage regulations – Raccoon River Land Company, LLC – ZC-004584-2019

ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Raccoon River Land Company, LLC, is requesting approval of a rezoning for property located south of Raccoon River adjacent to the future extension of SW Grand Prairie Parkway. The applicant is proposing a large lot single family residential development (minimum lot size of 40,000 square feet) on a 41.5-acre parcel on the east side of SW Grand Prairie Parkway. The parcel is currently designated as Residential Medium Density (RM-12) in The Preserve PUD. The amendment to the PUD will designate Residential Estate (RE-1A) on the 41.5-acre parcel and establish the development standards for the parcel. In addition, the applicant is proposing to change a 10.5-acre Agricultural/Open Space (OS) designated parcel and a 7.0-acre Neighborhood Commercial (NC) designated parcel to Residential Medium Density (RM-12) zoning. With the change to Residential Medium Density zoning, the Neighborhood Commercial (NC) parcel will be reduced in size from the current 19.2 acres to 12 acres. The PUD already contains development standards that apply to Residential Medium Density (RM-12) and Neighborhood Commercial (NC) designated areas. The rezoning involves an amendment to the existing Preserve PUD to allow for the proposed development of residential estate lots, adjust acreage of Medium-density and Neighborhood Commercial areas, and to modify the signage package for the development.

Previous Council Action:

Vote: 5-0 approval

Date: April 20, 2020

Resolution: Approve a Comprehensive Plan Land Use Map Amendment to designate Single Family (SF) and Medium Density Residential (MD) land use.

Vote: 5-0 approval

Date: April 20, 2020

Motion: Approval of the First Reading the Ordinance to amend the Preserve PUD to allow for residential estate development, adjust number of acres of Medium-density and Neighborhood Commercial and modify signage regulations.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz

Staff Reviews:

Department Director	OK
Appropriations/Finance	
Legal	JS
Agenda Acceptance	QA

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section	
Date(s) Published	April 4, 2020	
Letter sent to surrounding property owners	April 2, 2020	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	January 21, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Proposed PUD Ordinance Amendment
- Attachment A - PUD Sketch Plan

Prepared by: B. Portz, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265, 515-222-3620
When Recorded, Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019 AND ORDINANCE #2383 PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT: Ordinance #2383 pertaining to **The Preserve PUD**, complete ordinance; is hereby amended by replacing the PUD sketch plan with Attachment A.

SECTION 2. AMENDMENT: Ordinance #2383 pertaining to **The Preserve PUD**, Section 5: *Land Use Design Criteria*; is hereby amended by inserting the bold, italicized text and deleting the highlighted strikethrough text:

A. Parcels A and B: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Single Family Residential (R-1) district shall apply to any development proposal for these parcels, unless noted otherwise in this ordinance.

1. Buffers: A minimum sixty-foot (60') buffer park shall be required along SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of preliminary platting. The equivalent of one overstory tree shall be required per thirty five (35) linear feet of the sixty foot (60') buffer. Evergreen trees or shrubs shall not be required within the buffer, ***but may be installed if desired.***

Installation of the buffer vegetation and amenities (development branding signage and sculptures) shall occur prior to ***acceptance of public improvements associated with the adjacent final plat. If surety is posted for public improvements to allow for approval and recordation of the associated final plat before improvements are constructed and accepted (which allows for the sale of lots and construction of dwellings to commence), the buffer vegetation and amenities shall be installed prior to issuance of any occupancy permit, including temporary occupancy permit for any dwelling within the adjacent final plat.*** ~~issuance of a~~

~~building permit for any dwelling on the last 25% of lots within the platted area or when the first building permit for a lot immediately adjacent to the buffer is issued. Completion of installation of vegetation and amenities within the entire buffer associated with the plat shall occur prior to issuance of any occupancy permit for a dwelling that is part of the last 25% of lots or adjacent to the buffer. If the time of the year prevents installation of the buffer vegetation **and amenities**, to receive an occupancy permit for **any** dwelling, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first **possible** planting season after the issuance of the occupancy permit and prior to June 15th. **No additional occupancy permits, including temporary occupancy permits shall be issued after June 15th until such time that the buffer vegetation and amenities have been installed to the satisfaction of the City.** The City reserves the right to refuse issuance of additional building permits until the buffer vegetation and amenities are installed to the City's satisfaction.~~

B. Parcels C, D, and F: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Residential Medium Density (RM-12) district shall apply to any development proposal for these parcels, unless noted otherwise in this ordinance.

1. Parcel F, as shown on the sketch plan, shall include approximately 5 acres to be reserved for development of a fire station. The property will be required to be platted at the time that any portion of the adjacent parcels are platted. The fire station land shall be conveyed to the City **according to the terms of the Raccoon River Land Development Agreement** by warranty deed free and clear of any and all liens and encumbrances including, but not limited to, all judgments, attachments, mortgage liens, mechanics liens, and other liens. **At the time of site plan review of the fire station, the City shall be required to install the sixty-foot (60') buffer park and earthen berming along SW Grand Prairie Parkway as required below.**
2. Buffers: A minimum sixty-foot (60') buffer park shall be required along SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of preliminary platting. The equivalent of one overstory tree shall be required per thirty five (35) linear feet of the sixty foot (60') buffer. Evergreen trees or shrubs shall not be required within the buffer, **but may be installed if desired.**

Installation of the buffer vegetation and amenities (development branding signage and sculptures) shall occur prior to **acceptance of public improvements associated with the adjacent final plat. If surety is posted for public improvements to allow for approval and recordation of the associated final plat before improvements are constructed and accepted (which allows for the sale of lots and construction of dwellings to commence), the buffer vegetation and amenities shall be installed prior to issuance of any occupancy permit, including temporary occupancy permit for any dwelling or non-residential building within the adjacent final plat.** ~~issuance of a building permit for any dwelling on the last 25% of lots within the platted area or when the first building permit for a lot immediately adjacent to the buffer is issued. Completion of installation of vegetation and amenities within the entire buffer associated with the plat shall occur prior to issuance of any occupancy permit for a dwelling that is part of the last 25% of lots or adjacent to the buffer. If the time of the year prevents installation of the buffer vegetation **and**~~

amenities, to receive an occupancy permit for **any dwelling or non-residential building**, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first **possible** planting season ~~after the issuance of the occupancy permit~~ and prior to June 15th. **No additional occupancy permits, including temporary occupancy permits shall be issued after June 15th until such time that the buffer vegetation and amenities have been installed to the satisfaction of the City.** ~~The City reserves the right to refuse issuance of additional building permits until the buffer vegetation and amenities are installed to the City's satisfaction.~~

- C. Parcel E: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Neighborhood Commercial (NC) district shall apply to any development proposal for the parcel, unless noted otherwise in this ordinance.
1. Land Use: Uses permitted and permitted conditionally shall be allowed within Parcel E in accordance with the zoning ordinance for the Neighborhood Commercial (NC) district pursuant to title 9 of the City Code and with the approval of the appropriate review body.
 2. Parking: Parking for a planned commercial center constructed in parcel E shall be calculated according to subsection 9-15-7B, "Planned Commercial Center", of the city code or, if applicable, for single use commercial developments as required.
 3. Buffers: A minimum sixty-foot (60') buffer park shall be required along SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of preliminary platting. The equivalent of one overstory tree shall be required per thirty five (35) linear feet of the sixty foot (60') buffer. Evergreen trees or shrubs shall not be required within the buffer, **but may be installed if desired.**

Installation of the buffer vegetation and amenities (development branding signage and sculptures) shall occur prior to **acceptance of public improvements associated with the adjacent final plat. If surety is posted for public improvements to allow for approval and recordation of the associated final plat before improvements are constructed and accepted (which allows for the sale of lots and construction of dwellings to commence), the buffer vegetation and amenities shall be installed prior to issuance of any occupancy permit, including temporary occupancy permit for any building within the adjacent final plat.** ~~issuance of a building permit for any dwelling on the last 25% of lots within the platted area or when the first building permit for a lot immediately adjacent to the buffer is issued. Completion of installation of vegetation and amenities within the entire buffer associated with the plat shall occur prior to issuance of any occupancy permit for a dwelling that is part of the last 25% of lots or adjacent to the buffer.~~ If the time of the year prevents installation of the buffer vegetation **and amenities**, to receive an occupancy permit for a dwelling **building within the parcel**, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first **possible** planting season ~~after the issuance of the occupancy permit~~ and prior to June 15th. **No additional occupancy permits, including temporary occupancy permits shall be issued after June 15th until such time that the buffer vegetation and amenities have been installed to the**

satisfaction of the City. The City reserves the right to refuse issuance of additional building permits until the buffer vegetation and amenities are installed to the City's satisfaction.

- D. Parcel G: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the ~~Agricultural/Open Space (OS)~~ **Residential Medium Density (RM-12)** district shall apply to any development proposal for the property, unless noted otherwise in this ordinance.

Parcel G, as shown on the sketch plan, shall include approximately ~~five (5)~~ **3** acres to be reserved for development of a water tower and ~~5.2 acres reserved for development of a neighborhood park.~~ The water tower and park shall be the only allowed uses within Parcel G. Each area **Parcel G** shall be required to be platted at the time that any portion of the adjacent parcels are platted. The water tower/park land shall be conveyed to the City **according to the terms of the Raccoon River Land Development Agreement** by warranty deed free and clear of any and all liens and encumbrances including, but not limited to, all judgments, attachments, mortgage liens, mechanics liens, and other liens.

- E. **Parcel H: All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Residential Estate (RE-1A) District shall apply to any development proposal for the property, unless noted otherwise in this ordinance.**

1. **Storm Water: Individual lots within Parcel H shall capture and treat the water quality volume in accordance with the Iowa Stormwater Management Manual through design and installation of Best Management Practices (BMPs). Supporting calculations and construction details are required to be submitted in conjunction with the building permit for the dwelling structure on each lot and shall be approved by the City prior to issuance of a building permit, including footing and foundation permits, for the respective lot.**
2. **Buffers: A minimum sixty-foot (60') buffer park shall be required along SW Grand Prairie Parkway. Plans detailing the landscape vegetation and earthen berming within the buffer park shall be provided in accordance with the West Des Moines buffer ordinance at the time of preliminary platting. The equivalent of one overstory tree shall be required per thirty-five (35) linear feet of the sixty-foot (60') buffer. Evergreen trees and shrubs shall not be required within the buffer but may be installed if desired.**

Installation of the buffer vegetation and amenities (development branding signage and sculptures) shall occur prior to acceptance of public improvements associated with the adjacent final plat. If surety is posted for public improvements to allow for approval and recordation of the associated final plat before improvements are constructed and accepted (which allows for the sale of lots and construction of dwellings to commence), the buffer vegetation and amenities shall be installed prior to issuance of any occupancy permit, including temporary occupancy permit for any dwelling within the adjacent final plat. If the time of the year prevents installation of the buffer vegetation and amenities, to receive an occupancy permit for any dwelling, surety shall be provided to the City at 1.5 times the cost of the vegetation and labor to install. In this instance, installation shall occur in the first possible planting season and prior to June

15th. No additional occupancy permits, including temporary occupancy permits shall be issued after June 15th until such time that the buffer vegetation and amenities have been installed to the satisfaction of the City.

- 3. Architecture: It is desired that building architecture through Parcel H should be varied and provide strong visual interest through the use of design, materials, and detailing. Side and rear building facades shall incorporate a minimum of two material types. One primary and one accent material comprised of a different material type, color, or texture than the primary material. Facades that face a public or private street shall incorporate a third material of brick or stone in a percentage that provides a strong visual presence. Masonry materials shall start and stop at an interior corner created by a change in wall plane or wrap corners a minimum of two (2) feet to give authenticity to the material. Materials, trim and details used on the front façade shall be continued around all sides of the building, however, the level of detail can be reduced on the facades not visible from a street (public or private) or adjacent properties to parcel H within or outside of The Preserves development.**
- 4. Fire Sprinklering: Homes within Parcel H that are eight thousand (8,000) square feet or larger (including garages and any structure within twenty feet (20') of the dwelling) must be fire sprinklered according to the West Des Moines fire code. Homes on Lots 2, 3, 4, 5, 6, 7, 8 & 9 of The Preserve Estates Plat 1 shall be fire sprinklered regardless of size of the dwelling structure as the homes on those lots will be greater than seven hundred fifty feet (750') from SW Grand Prairie Parkway. The distance from SW Grand Prairie Parkway to the dwelling structure shall be determined by the City Fire Marshal.**

SECTION 3. AMENDMENT: Ordinance #2383 pertaining to **The Preserve PUD**, Section 6: *Signage*; is hereby amended by replacing in its entirety with the following bolded italicized text:

- A. Development Entrance Signs: These are signs that are being allowed within the development to establish and define the project's overall signage character in terms of color, material, lighting, and to be unifying features that define the development with through the use of a cohesive theme.**
 - 1. Illumination: Since these signs will be located within several possible zoning districts within the development (residential and commercial), for consistency these signs shall be allowed to be externally illuminated, halo lighted, or they may be internally illuminated if the light intensity is muted through the use of materials and/or face applied vinyl consistent with the development colors as depicted in The Preserve Signage and Identity Package on file with the City.**
 - 2. Timing of Installation: These sign elements shall be installed at the time of final platting of the property on which the sign(s) will be placed and may be located within the buffers along SW Grand Prairie Parkway. At the time of final platting, an easement shall be recorded for the corresponding placement of the sign(s) along with acceptable documentation, as determined by the City that outlines maintenance, repair and removal responsibilities for the signs.**

3. **Primary Entrance Signs (labeled as 'P' on the PUD sketch map):** Primary Entrance signs shall include the "Preserve" logo, shall not exceed seven feet (7') in height and the maximum size of the sign copy shall not exceed twenty-four (24) square feet. If a proposed primary entrance sign meets the criteria of a landscape sign as permitted according to the current City sign code, the sign may be increased to eight feet (8') in height. The Primary Entrance signs shall be allowed at all corners of intersecting streets with SW Grand Prairie Parkway and shall be setback a minimum of fifteen feet (15') from the ultimate street right-of-way line of all adjacent roads. The signs may be located within the buffer along SW Grand Prairie Parkway.
 4. **Secondary Entrance Signs (labeled as 'S' on the PUD sketch map):** Secondary Entrance signs shall include the "Preserve" logo, shall not exceed six feet (6') in height and the maximum size of the sign copy area shall not exceed fourteen (14) square feet. If a proposed secondary entrance sign meets the criteria of a landscape sign as permitted according to the current City sign code, the sign may be increased to eight feet (8') in height. The Secondary Entrance signs shall be allowed at all corners of intersecting streets with SW Grand Prairie Parkway and shall be setback a minimum of ten feet (10') from the ultimate street right-of-way line. The signs may be located within the buffer along SW Grand Prairie Parkway.
 5. **Gateway Signs (labeled as 'G' on the PUD sketch map):** Gateway signs shall include the "Preserve" logo, shall not exceed eight feet (8') in height and the maximum sign copy shall not exceed eleven (11) square feet. A Gateway sign shall be allowed on each side of SW Grand Prairie Parkway at both the north and south ends of the development and shall be setback a minimum of ten feet (10') from the ultimate street right-of-way line. The signs may be located within the buffer along SW Grand Prairie Parkway.
 6. **Boundary Markers (Labeled as 'M' on the PUD sketch map):** Boundary Markers shall include the "Preserve" logo, shall not exceed eight feet (8') in height and the maximum area of the sign (from ground to top of sign) shall not exceed fourteen (14) square feet. Boundary markers shall be setback a minimum of ten feet (10') from the ultimate street right-of-way line and may be located within the buffer park area along SW Grand Prairie Parkway.
- B. Non-Development Monument Signs:** Monument signs for individual properties within the development that are not part of the Preserve development sign package (i.e. multifamily residential and non-residential properties within The Preserve PUD) shall comply with current City sign code. Signs associated with residential development shall not be in addition to Primary or Secondary Entrance signs: one or the other may be implemented at entrances off of SW Grand Prairie Parkway. Signs associated with residential development which take primary access off of a roadway other than SW Grand Prairie Parkway shall be allowed signage in accordance with city code. All non-development monument signs are required to incorporate The Preserve logo, including the identified development colors and materials. To accommodate The Preserve name or logo to be added to the top of the sign, an additional one foot (1') of height and eight (8) square feet of sign area shall be permitted in addition to what would normally be allowed by the City sign code. It is strongly encouraged, but not required that tenant identification

on multi-tenant commercial signs be of the same font style, size and color. Non-development monument signs shall be located no closer than one hundred feet (100') from Primary Entrance Signs or Secondary Entrance Signs.

C. Wall Signs: *Building wall signage for medium density and commercial properties shall comply with current City sign code.*

D. Neighborhood Signs: *Neighborhood signs as depicted in The Preserve Signage and Identity Package shall comply with the regulations for Residential Subdivision Signs within the current City sign code.*

SECTION 4. REPEALER: All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 5. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 6. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

SECTION 7. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 8. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this _____ day of _____ 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2020.

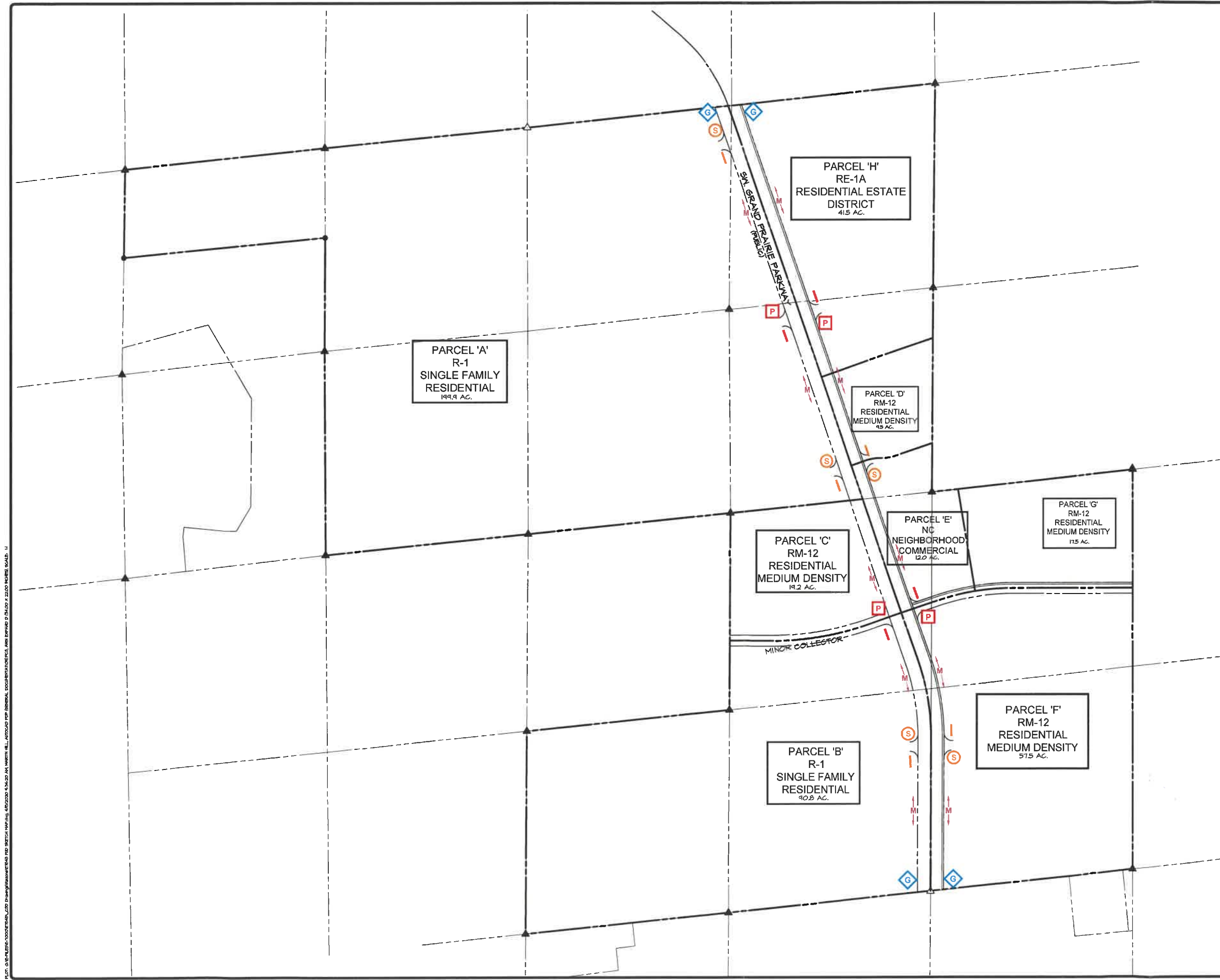
Ryan T. Jacobson, City Clerk

THE PRESERVE
P.U.D. AMENDMENT I
SKETCH MAP
 WEST DES MOINES, IOWA,
 DALLAS & MADISON COUNTY

Civil Engineering Consultants, Inc.
 2400 86th Street, Unit 12, Des Moines, Iowa 50322
 515.276.4884, Fax: 515.276.7084, mail@cecclac.com



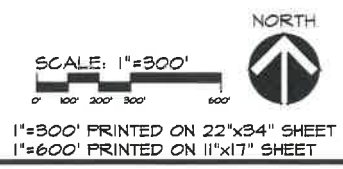
- LEGEND**
- **P** PRIMARY ENTRANCE
 - **S** SECONDARY ENTRANCE
 - **G** GATEWAY
 - M** ZONE FOR MARKER



DATE	REVISIONS	COMMENTS
DECEMBER 30, 2014	1 01-22-2020	
	2 02-28-2020	
	3 09-04-2020	
	4 09-19-2020	
	5 04-02-2020	
	6 04-15-2020	

DATE OF SURVEY: DEC. 26, 2018
 DESIGNED BY: PC
 DRAWN BY: MEH

THE PRESERVE
 WEST DES MOINES, IOWA, DALLAS & MADISON COUNTY
P.U.D. AMENDMENT I - SKETCH MAP



Q:\GIS\PROJECTS\2020\THE PRESERVE\2020_PUD_AMENDMENT_I_SKETCH_MAP.dwg 4/15/2024 9:41:15 AM vml:11

PLUT, G:\NORTH\2020\THE PRESERVE\2020_PUD_AMENDMENT_I_SKETCH_MAP.dwg, 4/15/2024 9:41:15 AM, 11.11, ATTACHED TO: ORIGINAL, COORDINATE SYSTEM: NAD 83, 2200 METERS, SCALE: 1/300

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Woodland Hills TIF Ordinance Amendment
City-Initiated

DATE: May 04, 2020

ORDINANCE: Approval of Second, Waiver of the Third Reading, and Final Adoption

FINANCIAL IMPACT: There is no financial impact identified at this time.

BACKGROUND: The City Council approved the Woodland Hills Urban Renewal Plan on June 27, 2011. Two of the parcels identified in the legal description of the current TIF Ordinances will need to be split for a new residential subdivision. The subject parcels are currently vacant and will be subdivided into single-family and multi-family lots. According to Iowa code, parcels included in TIF districts cannot be split due to allocation of taxes. In order to remedy, staff is recommending the removal of the parcels to be split entirely from the existing TIF Ordinance. It is not anticipated that this property will have significant valuation enough to be included as a new TIF Ordinance.

PREVIOUS COUNCIL ACTIONS

Vote: 5-0 for approval
Date: April 20, 2020
Motion: Approval of the First Reading of the Ordinance

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff recommends approval of the second reading, waiver of the third reading, and final adoption of this Ordinance amendment to the Woodland Hills TIF district boundaries.

Lead Staff Member: Katie Hernandez, Community and Economic Development

STAFF REVIEWS

Interim Department Director	Jamie Letzring, Deputy City Manager
Appropriations/Finance	<i>TS</i>
Legal	
Agenda Acceptance	<i>AD</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration Subcommittee		
Date Reviewed	April 08, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Map of Existing Woodland Hills TIF District
- Exhibit II - Proposed Parcels Being Removed from TIF Districts
 - Exhibit II (a) – Parcel 1622279001
 - Exhibit II (b) – Parcel 1622127013
- Exhibit III - Ordinance

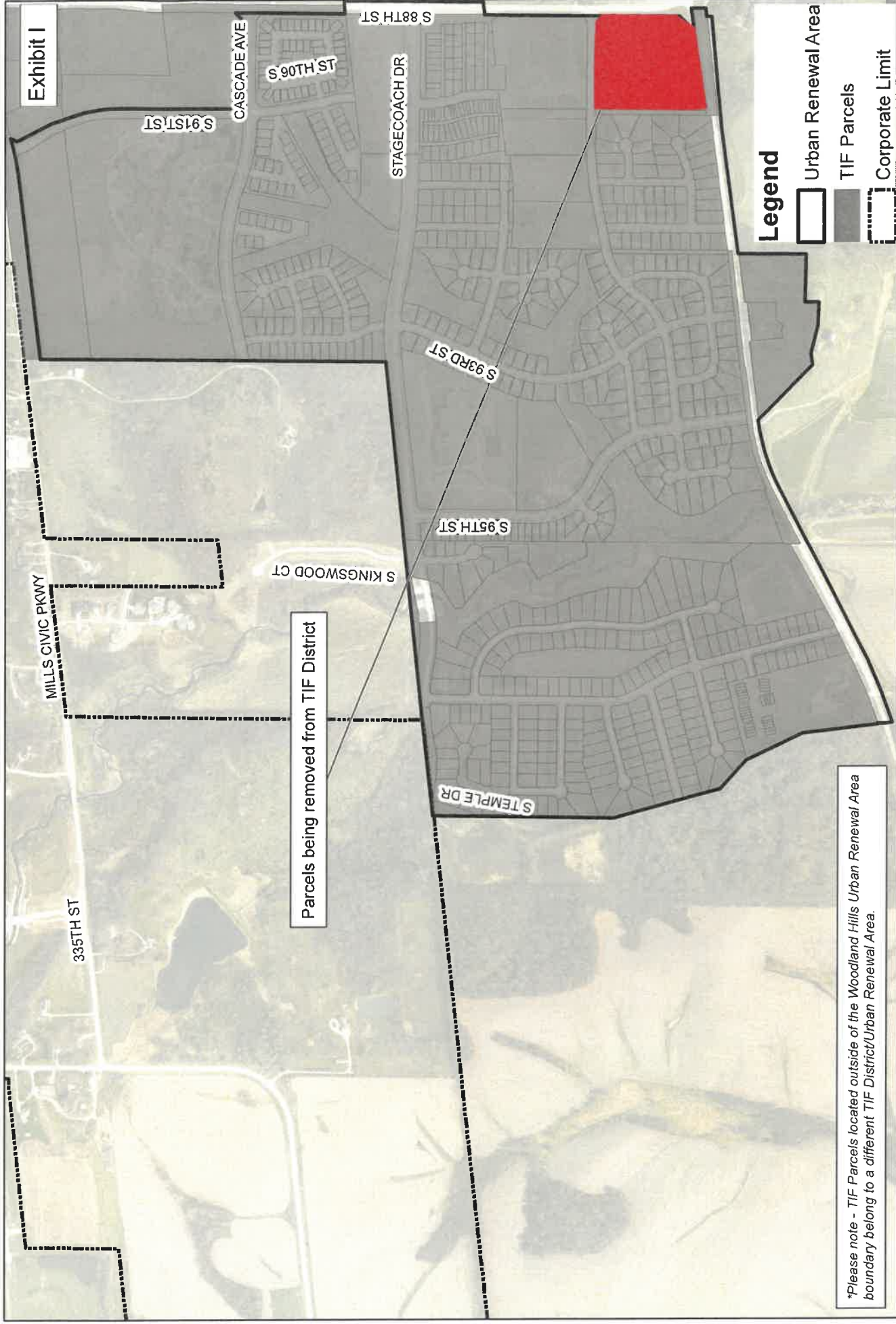


Exhibit I

Parcels being removed from TIF District

Legend

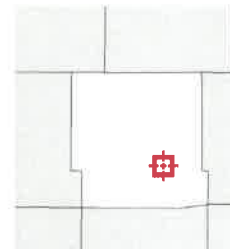
- Urban Renewal Area
- TIF Parcels
- Corporate Limit

	<p>PROJECT:</p> <h3 style="margin: 0;">Woodland Hills TIF/URA</h3>	
	<p>LOCATION:</p> <p>Tax Increment Financing District/Urban Renewal Area boundaries</p>	<p>DATE: 4/5/2020</p>
<p>DRAWN BY: KLH</p>	<p>SCALE:</p> <p>0 940 1,880 Feet</p>	<p>SHT: 1 of 1</p>

*Please note - TIF Parcels located outside of the Woodland Hills Urban Renewal Area boundary belong to a different TIF District/Urban Renewal Area.



Overview



Legend

-  Parcels
-  Road Centerlines
-  City Limits

Parcel ID	1622279001	Alternate ID	n/a	Owner Address	COMMUNITY BUSINESS LENDERS SERVICE COMPANY LLC
Sec/Twp/Rng	22-78-26	Class	R		5000 WESTOWN PKWY, SUITE 420
Property Address		Acreage	11.82		WEST DES MOINES IA 50266
District	690000				
Brief Tax Description	CORRECTED MICHAEL'S LANDING PLAT 1 OUTLOTS				
	<i>(Note: Not to be used on legal documents)</i>				

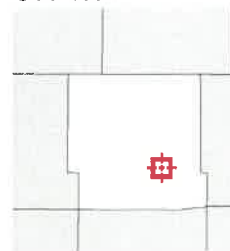
Date created: 4/9/2020
 Last Data Uploaded: 4/8/2020 10:27:16 PM

Developed by  Schneider
 GEOSPATIAL

Beacon™ Dallas County, IA



Overview



Legend

- Parcels
- Road Centerlines
- City Limits

Parcel ID	1622127013	Alternate ID	n/a	Owner Address	COMMUNITY BUSINESS LENDERS SERVICE COMPANY LLC
Sec/Twp/Rng	22-78-26	Class	R		5000 WESTOWN PKWY SUITE 420
Property Address		Acres	0.65		WEST DES MOINES IA 50266
District	690000				
Brief Tax Description	CORRECTED MICHAEL'S LANDING PLAT 1 LOT J				
	(Note: Not to be used on legal documents)				

Date created: 4/9/2020
 Last Data Uploaded: 4/8/2020 10:27:16 PM

Developed by Schneider
 GEOSPATIAL

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1935, 2315, AND 2400 PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE WOODLAND HILLS URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF DALLAS, WEST DES MOINES COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE WOODLAND HILLS URBAN RENEWAL AREA (**REMOVING A SPLIT PARCEL FROM THE DIVISION OF TAXES**)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 11-06-27-13 passed and approved on the 27th day of June, 2011, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Woodland Hills Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Plan has subsequently been amended three times (in 2011, 2012, and 2013); and

WHEREAS, on October 17, 2011, the City Council of the City of West Des Moines, State of Iowa, adopted Ordinance No. 1935 and provided for the division of taxes within the entire Woodland Hills Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa, and created separate tax increment financing (TIF) Sub-Areas labelled, A, B, C, D, E, F, G, R-1, R-2 and R-3; and

WHEREAS, on July 9, 2018, the City Council of the City of West Des Moines, State of Iowa, adopted Ordinance No. 2315, which deleted certain property from the division of taxes and added a portion of the 2018 Addition to the Woodland Hills Urban Renewal Area to the division of taxes; and

WHEREAS, on December 16, 2019, the City Council of the City of West Des Moines, State of Iowa, adopted Ordinance No. 2400 which deleted certain property from the division of taxes; and

WHEREAS, certain property located within the Urban Renewal Area was recently replatted and resulted in a tax parcel being split between two existing TIF Sub-Areas (Sub-Area F and Sub-Area R-3) created by Ordinance No. 1935; and

WHEREAS, the City has determined that in order to avoid unnecessary confusion, it will amend Ordinance Nos. 1935, 2315, and 2400 so as to exclude the split tax parcel from the division of revenue by removing the split parcel from both existing TIF Sub-Areas F and R-3; and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of West Des Moines, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City has determined that in order to fulfill the purposes, objectives and projects for the Urban Renewal Area, certain portions of the Urban Renewal Area must be removed from Ordinance Nos. 1935, 2315, and 2400 and no longer subject to the division of taxes under Section 403.19 of the Code of Iowa.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA:

Section 1. The following portion of the Woodland Hills Urban Renewal Area shall be and is hereby removed from Ordinance Nos. 1935, 2315, and 2400, and TIF Sub-Areas F and R-3, and shall no longer be subject to the division of taxes under Section 403.19 of the Code of Iowa (“Removed Property”):

OUTLOT S AND STREET LOT J IN CORRECTED MICHAEL’S LANDING
PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART
OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA

Section 2. That the portion of the Woodland Hills Urban Renewal Area that is not being removed from Ordinance Nos. 1935, 2315, and 2400 by this Ordinance shall be and remains subject to all of the provisions of Ordinance Nos. 1935, 2315, and 2400, and the base value for said property shall remain unchanged by this Ordinance.

Section 3. That except as amended herein, Ordinance Nos. 1935, 2315, and 2400, shall remain in full force and effect.

Section 4. That nothing herein shall be interpreted as altering the boundaries or removing any property from the Urban Renewal Area (For purposes of clarity, while the Removed Property is no longer subject to the division of revenue provided for in section 403.19, the Removed Property remains a part of the Woodland Hills Urban Renewal Area).

Section 5. That 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 or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Section 8. This Ordinance shall be codified in Title I, Chapter 10, Article B of the City Code for West Des Moines, Iowa.

PASSED AND APPROVED this _____ day of _____, 2020.

Steven Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Read First Time: _____, 2020

Read Second Time: _____, 2020

Read Third Time: _____, 2020

PASSED AND APPROVED: _____, 2020.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2020, signed by the Mayor on _____, 2020, and published in the Des Moines Register on _____, 2020.

City Clerk, City of West Des Moines, State of Iowa

(SEAL)

01705083-1\11333-346

NO CHANGE FROM PREVIOUS READING

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

Date: May 4, 2020

ITEM: Amendment to City Code – Amend Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations) to modify the requirements for prohibited parking.

Ordinance: Approval of Second Reading, waive third Reading and adopt in final form

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to the noted chapter and section of Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations) to amend regulations pertaining to prohibited parking.

- Title 6 (Motor Vehicles and Traffic)
 - Chapter 6 (Parking Regulations), Section 1 (Parking Prohibited), Subsection C


When this code provision was adopted in 1985, community mailboxes were not contemplated at that time. This amendment is intended to clarify that parking is prohibited within 20 feet of any mailbox that is placed adjacent to the roadway.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: City Staff recommends the City Council approve the second reading, waive the third reading and adopt in final form the amendment to City Code, Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations).

Lead Staff Member: Jessica D. Spoden, Assistant City Attorney

STAFF REVIEWS:

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 13, 2020		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 6, (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6, (PARKING REGULATIONS), SECTION 1 (PARKING PROHIBITED).

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

SECTION 1. AMENDMENT. Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations), Section 1 (Parking Prohibited), Subsection C is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

- C. Mailboxes: Within twenty feet (20') on either side of a mailbox which is so placed ~~and so equipped as to permit the depositing of mail from vehicles on adjacent to~~ the roadway.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 and 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Community Development Block Grant Program **DATE:** May 4, 2020
 2020-24 Consolidated Plan/2020-21 Annual Action Plan
 2019-20 Annual Action Plan – Amended (CDBG-CV)
 2018-19 Annual Action Plan – Amended
 Citizen Participation Plan
 Outreach Policy for Minority and Women Owned Businesses

FINANCIAL IMPACT: It is anticipated the City of West Des Moines will receive \$326,883 in Community Development Block Grant funds from the United States Department of Housing and Urban Development in July 2020. Total revenues and expenditures have been included in the 2020-21 budget. In addition, the City has been allocated \$192,295 of Community Development Block Grant COVID funds through the CARES Act.

BACKGROUND: In October 2004, the United States Department of Housing and Urban Development (HUD) identified the City of West Des Moines as a potential grantee for the Entitlement Community Development Block Grant (CDBG) Program. As an entitlement city, West Des Moines is eligible for HUD funds to address defined needs in the community. The program provides annual grants on a formula basis to entitled cities and counties (those over 50,000 people) to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

To receive the annual CDBG entitlement grant, a grantee must develop and submit to HUD its Consolidated Plan. The Consolidated Plan is the jurisdiction's comprehensive planning document and application for funding under the Community Planning and Development formula grant programs. The Consolidated Plan consists of a 3-5 year Strategic Plan and a One-year Action Plan. The 3-5 year Strategic Plan outlines program goals, specific objectives, annual goals, and benchmarks for measuring progress. The One-year Action Plan is a concise summary of the actions, projects, and programs that will take place during the next year to address the priority needs and specific objectives identified by the strategic plan.

The statutes for the formula grant programs set forth three basic goals against which the plan and the jurisdiction's performance under the plan will be evaluated by HUD. These statutory program goals are: (1) decent housing; (2) a suitable living environment; and (3) expanded economic opportunities.

2020-24 Consolidated Plan & 2020-21 Annual Action Plan

The City has received its annual allocation of CDBG funds for 2020-21. The total is \$326,883. This is the highest allocation the City has received since named an entitlement city in 2005. The

2020-24 Consolidated Plan and 2020-21 Annual Action Plan has been prepared. In response to COVID-19, HUD has lifted the public service cap (15% of allocation) to allow cities to fund programs to assist resident affected by COVID-19. The funding proposed for the 2020-21 fiscal year is:

Total Allocation	326,883
Administration (20% of allocation)	65,376
Transit Pass Program	30,000
Homeless Prevention	231,507

- Administration – staff expenses related to administering the CDBG Program.
- Transit Pass Program – provide 250 DART bus passes to individuals for 12 months (July 1 to June 30) to utilize DART buses throughout the entire metro.
- Homeless Prevention – Provide up to 3 months of rent/mortgage and utility assistance to low-income households affected by COVID-19.

These programs will begin July 1, 2020.

2019-20 Annual Action Plan Amendment

The City has been awarded \$192,295 of CDBG-CV funds. These funds are from the CARES Act and are to be used to respond to COVID-19 within CDBG regulations. The 2019-20 Annual Action Plan has been amended to state how the City will allocate these funds. The funding proposed for the CDBG-CV funds is:

Total Allocation	192,295
Administration (20% of allocation)	38,459
Commercial Refrigerator/Freezer in Human Services	12,000
Homeless Prevention	141,836

- Administration – staff expenses related to administering the CDBG Program. It has not been confirmed by HUD that administration is an allowable expense with CDBG-CV funds. However, it is believed that it will be, thus it has been budgeted. If it is not an allowable expense, the funds will be reallocated into the Homeless Prevention Program.
- Commercial Refrigerator/Freezer for Human Services – purchase of a commercial refrigerator/freezer for Human Services Department to allow for greater food storage in response to the increased need as a result of COVID-19.
- Homeless Prevention – Provide up to 3 months of rent/mortgage and utility assistance to low-income households affected by COVID-19.

These programs will begin May 5, 2020 pending City Council approval on May 4, 2020.

2018-19 Annual Action Plan Amendment

The City is amending the 2018-19 Annual Action Plan to move funds from one program to another. Originally funds were allocated to a Rental Acquisition Program. This program was

unsuccessful because of environmental challenges that could not be mitigated. The funds are being moved to the Wi-Fi program. This will increase the number of antennas to be installed in the Valley Junction neighborhood. The funding to be moved is \$201,507.

Citizen Participation Plan (CPP)

The Citizen Participation Plan is updated every 5 years as part of the Consolidated Plan. The major change to this year's plan is the change to the public comment period. In response to COVID-19, HUD is allowing cities to receive a waiver to decrease their public comment period to 5 days. This change allows cities to respond quickly to changes and needs as a result of COVID-19. Also, the CPP states that plans will only be available online as long as public buildings are closed for public health reasons. Lastly, the CPP outlines the public can make comments via email and participate in public hearings through virtual meetings.

OUTSTANDING ISSUES (if any): None


RECOMMENDATION: Staff recommends City Council approve the resolution approving the 2020-24 Consolidated Plan/2020-21 Annual Action Plan, 2019-20 Annual Action Plan – Amended (CDBG-CV), 2018-19 Annual Action Plan – Amended, Citizen Participation Plan, and Outreach Policy for Minority and Women Owned Businesses and authorize the Mayor and City Clerk to sign necessary Plan certifications.

ATTACHMENTS:

- Exhibit I - Notice of Public Hearing
- Exhibit II - 2020-24 Consolidated Plan/2020-21 Annual Action Plan
- Exhibit III - 2019-20 Annual Action Plan – Amended (CDBG-CV)
- Exhibit IV - 2018-19 Annual Action Plan – Amended
- Exhibit V - Citizen Participation Plan
- Exhibit VI - Outreach Policy for Minority and Women Owned Businesses
- Exhibit VII - Resolution – Approval of the CDBG Plans
- Exhibit VIII - Non-State Grantee Certifications and Standard Form 424

Lead Staff Member: Christine Gordon, AICP, Housing Planner

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register West
Dates(s) Published	April 24, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	F&A		
Date Reviewed	April 22, 2020		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split

NOTICE OF PUBLIC HEARING

The West Des Moines City Council will hold a public hearing at 5:35 p.m. on May 4, 2020 to approve the 2020-24 Consolidated Plan, 2020-21 Annual Action Plan, 2018-19 Annual Action Plan Amended, 2019-20 Annual Action Plan Amended, Citizen Participation Plan, and the Outreach Policy for Minority and Women-owned Businesses and Contractors.

THIS HEARING WILL BE HELD ELECTRONICALLY AND PUBLIC INPUT CAN BE PROVIDED BY CALLING:

515-207-8241, Enter Conference ID 166 263 385#

The format of this meeting is due to the State Public Health Emergency Declaration regarding Covid-19 and will be conducted pursuant to Iowa Code 21.8 and the Proclamation of Governor Kim Reynolds dated March 19, 2020.

Any interested person may participate by calling the telephone number and entering the P.I.N. shown above. No personal attendance at the meeting will be allowed.

CITY OF WEST DES MOINES, IOWA

By: Ryan T. Jacobson, City Clerk

Published in the Des Moines Register on April 24, 2020.



Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of West Des Moines (City) has been identified as a potential entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Entitlement communities include local governments with 50,000 or more residents, other local governments designated as central cities of metropolitan areas, and urban counties with populations of at least 200,000. West Des Moines is an entitlement community because it is considered a local government with 50,000 or more residents.

The City is required by HUD to have an approved Consolidated Plan (Plan) to receive the annual CDBG entitlement grant, and the Plan must be updated every five years. The Plan fulfills the application and reporting requirements for entitlement communities and contains a strategic plan describing how the jurisdiction will use its CDBG funds. This is the City of West Des Moines' fourth Consolidated Plan. This Plan will address the time period of 2020-2024.

2. Summary of the objectives and outcomes identified in the Plan

The City has five overall goals for meeting housing and community development needs during the 2020-24 Program Years

1. Produce and preserve both renter-and owner-occupied affordable housing
2. Address infrastructure needs that are tied to affordable housing or job creation;
3. Reduce the number of homeless families and individuals through homeless prevention programs
4. Maintain the City's ability to support the provision of special needs services, specifically as they are tied to affordable housing or job creation, meet the most urgent needs in the community and reduce demands on other city services; and
5. Explore the possibility of leveraging the initial allocation (or allocations) to have a larger initial impact.

3. Evaluation of past performance

The City has been successful in allocating the CDBG funds to a variety of programs. Some programs are funded year after year as they are very well used by the citizens of West Des Moines. The City is also creative with our use of CDBG funds; to find a new program that will provide the most benefit to the low-income residents of West Des Moines.

4. Summary of citizen participation process and consultation process

The significant aspects of the process to prepare the strategic plan include:

- Evaluated current housing and community development programs
- Analyzed data from several sources to develop a statistical picture of the City

In the past consultation meetings were held with various groups. This was not possible this year because of the unprecedented COVID-19 pandemic. Since the consultation meetings were not held, this Consolidated Plan is very similar to the one created in 2015 and outlines similar goals and strategies.

Public Comment Period

The Public Comment period began on April 25, 2020 and ended on April 29, 2020.

The Public Comment Period was advertised in the following ways:

- A notice was published in the Des Moines Register
- Front page item on the City's website

The Consolidated Plan and Action Plan were available for review online only because of COVID-19:

- City of West Des Moines website

5. Summary of public comments

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

The mission of the City of West Des Moines is to serve the people of West Des Moines honestly and effectively. Through a variety of services, we strive to provide the quality of life desired by the community.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WEST DES MOINES	Community & Economic Development

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

The Public Comment Period was advertised in the following ways April 25, 2020 to April 29, 2020:

- Front page of the West Des Moines website
- Public Comment period published in the Des Moines Register

The Consolidated Plan and Action Plan were available for review online only because of COVID-19

- City of West Des Moines website

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

In the past consultation meetings were held with various groups. This was not possible this year because of the unprecedented COVID-19 pandemic. Since the consultation meetings were not held, this Consolidated Plan is very similar to the one created in 2015 and outlines similar goals and strategies.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Both the Community and Economic Development Department and the Human Services Department assess their clients and make appropriate referrals to other agencies for services that include assisted housing, mental health, and service agencies.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City has a staff person on the Continuum of Care for the area who regularly attends meetings.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of West Des Moines does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	WEST DES MOINES HUMAN SERVICES
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A representative form the organization attended the business/schools consultation meeting.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Polk County Continuum of Care	Continuum of Care has goal to end homelessness. West Des Moines has program to assist homeless prevention in the City.
Workforce Housing Study	Capital Crossroads	The Workforce Housing Study determine the number of housing units needed in the area before 2038. It looked at the number of net new workers to the region. These numbers influenced the goals of West Des Moines' Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

In the past consultation meetings were held with various groups. This was not possible this year because of the unprecedented COVID-19 pandemic. Since the consultation meetings were not held, this Consolidated Plan is very similar to the one created in 2015 and outlines similar goals and strategies.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The significant aspects of the process to prepare the strategic plan include:

- Evaluated current housing and community development programs
- Analyzed data from several sources to develop a statistical picture of the City

Four consultation meetings were held with the following groups: (1) housing agencies and providers; (2) health and social service agencies; (3) adjacent governments and metropolitan planning organizations; and (4) economic development agencies and educational institutions. Each meeting began with a brief presentation describing the basics of the CDBG program and a statistical picture of the City of West Des Moines. Each group then had a discussion on the community’s needs, gaps in service, and possible programs.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	
2	Internet Outreach	Non-targeted/broad community	No comments received.	No comments received.	No comments received.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The following resources were used to develop the needs assessment for the City of West Des Moines:

- Data provided by HUD in the consolidated plan tables
- American Community Survey
- U.S. Census Bureau, American FactFinder
- City of West Des Moines Human Services Department Client Characteristics
- City of West Des Moines Comprehensive Plan
- City of West Des Moines Factbook
- Polk County Continuum of Care
- Workforce Housing Study

The needs assessment, resources, and other regional plans were analyzed and considered in determining the priorities recommended to the City Council.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Overall there was an increase in the City's population, number of households and median income from 2009 to 2015.

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	56,609	61,265	8%
Households	23,569	25,885	10%
Median Income	\$61,462.00	\$71,200.00	16%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	2,175	2,200	3,865	2,750	14,900
Small Family Households	730	700	890	790	8,080
Large Family Households	80	80	260	275	890
Household contains at least one person 62-74 years of age	275	260	810	455	2,025
Household contains at least one person age 75 or older	374	369	504	305	650
Households with one or more children 6 years old or younger	340	375	500	380	2,360

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	19	40	74	10	143	4	0	0	0	4
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	40	10	15	0	65	0	0	0	20	20
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	34	100	60	194	10	0	65	0	75
Housing cost burden greater than 50% of income (and none of the above problems)	1,155	345	15	0	1,515	305	145	110	20	580

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	144	1,000	635	0	1,779	80	170	625	335	1,210
Zero/negative Income (and none of the above problems)	195	0	0	0	195	60	0	0	0	60

Table 7 – Housing Problems Table

Data 2011-2015 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,215	425	205	70	1,915	320	145	175	40	680
Having none of four housing problems	254	1,185	1,875	1,010	4,324	125	440	1,605	1,630	3,800
Household has negative income, but none of the other housing problems	195	0	0	0	195	60	0	0	0	60

Table 8 – Housing Problems 2

Data 2011-2015 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	589	500	185	1,274	60	65	215	340
Large Related	35	70	40	145	35	0	45	80
Elderly	275	205	85	565	234	120	239	593
Other	465	620	380	1,465	70	130	230	430
Total need by income	1,364	1,395	690	3,449	399	315	729	1,443

Table 9 – Cost Burden > 30%

Data 2011-2015 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	525	95	15	635	60	45	50	155
Large Related	35	0	0	35	35	0	45	80
Elderly	210	20	0	230	165	55	4	224
Other	450	235	0	685	60	45	10	115
Total need by income	1,220	350	15	1,585	320	145	109	574

Table 10 – Cost Burden > 50%

Data 2011-2015 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	0	44	80	25	149	10	0	25	20	55

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	0	35	35	70	0	0	40	0	40
Other, non-family households	40	0	0	0	40	0	0	0	0	0
Total need by income	40	44	115	60	259	10	0	65	20	95

Table 11 – Crowding Information – 1/2

Data 2011-2015 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

I derived the number of single person households by subtracting all other household types from the total households. There is a total of 3,133 single person households in West Des Moines. Of those households, 42% are low-income and would qualify for a CDBG Program. That is a 17% increase from the 2015 Consolidated Plan.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

What are the most common housing problems?

The most common housing problem is being cost burdened. Of the 2,159 households who are severely cost burdened (greater than 50%), 57% of those are renter households with incomes between zero and 30% of Area Median Income.

Are any populations/household types more affected than others by these problems?

All the housing problems are more prevalent in the renter households than owners. There are almost double the number of renters cost burdened greater than 50% than owners. The problems of substandard housing and severely overcrowded are twice as likely to happen in renter households than in owner households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

There are 2,740 households that are either small or large family households that are low income. Of the households 1,419 of rental and 420 of owner households are cost burdened greater than 30%. Of the households, 670 of rental and 235 of owner households are cost burdened greater than 50%. These are households are currently being housed, but because of their cost burden, they are at great risk of becoming unsheltered or residing in a shelter.

The City of West Des Moines does not offer rapid-rehousing assistance. The City does offer a Transitional Housing Program through West Des Moines Human Services. The program provides 4 housing units for up to two years of assistance.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not Applicable

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The housing characteristic in West Des Moines most linked with instability and increased risk of homelessness is being cost burdened. This is also a housing characteristic that affects the majority of low-income households in the City. This issue is seen more in renter households than owner households.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,765	155	255
White	1,400	95	255
Black / African American	105	45	0
Asian	155	0	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	85	0	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,745	450	0
White	1,280	390	0
Black / African American	80	55	0
Asian	100	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	265	4	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,640	2,220	0
White	1,265	2,005	0
Black / African American	110	100	0
Asian	80	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	185	65	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	445	2,305	0
White	315	1,965	0
Black / African American	35	85	0
Asian	60	35	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	15	135	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

The division of housing problems by population compared to race. For the white and black/African American populations about half of those populations in these tables has one or more of four housing problems. While the Asian population is 4% of the total and 4% of the total Asian population in the tables have at least one housing problem. The same holds true for the Hispanic population.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,535	379	255
White	1,210	284	255
Black / African American	105	45	0
Asian	155	0	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	50	40	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	570	1,625	0
White	385	1,280	0
Black / African American	25	110	0
Asian	90	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Hispanic	50	219	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	380	3,480	0
White	220	3,060	0
Black / African American	0	205	0
Asian	65	65	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	95	155	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	110	2,640	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	30	2,245	0
Black / African American	0	120	0
Asian	60	35	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	150	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2011-2015 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

Discussion

In general across the races, around 20% of each race population in the tables has one or more of four housing problems. The exception is the Asian population where 77% of their population in the tables has one or more of four housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	20,080	3,359	2,183	260
White	17,245	2,730	1,690	260
Black / African American	585	210	135	0
Asian	1,145	55	255	0
American Indian, Alaska Native	15	0	10	0
Pacific Islander	50	0	0	0
Hispanic	775	360	70	0

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2011-2015 CHAS
Source:

Discussion:

21% of the population of West Des Moines is cost burdened at least 30%. The black/African American and Hispanic populations have the highest percentage of cost burdened households at 37% and 36% respectively.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The income categories of 0-30% AMI and 31-50% AMI have a disproportionately greater number of Hispanic and Asian households with at least one or more housing problems.

If they have needs not identified above, what are those needs?

No, the needs have been identified previously.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

A large percentage of the Hispanic population of West Des Moines lives in Valley Junction, the oldest part of the City. This seems to go back generations as many families have been in the neighborhood for more than three generations.

NA-35 Public Housing – 91.205(b)

Introduction

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	12	530	3,976	0	3,864	80	24	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	
# Homeless at admission	0	0	18	90	0	26	41	23	
# of Elderly Program Participants (>62)	0	0	224	735	0	720	12	0	
# of Disabled Families	0	1	141	1,406	0	1,386	11	4	
# of Families requesting accessibility features	0	12	530	3,976	0	3,864	80	24	

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	4	413	2,840	0	2,749	65	18	0
Black/African American	0	8	99	1,085	0	1,065	15	5	0
Asian	0	0	14	33	0	32	0	1	0
American Indian/Alaska Native	0	0	3	17	0	17	0	0	0
Pacific Islander	0	0	1	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 2425 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	15	69	0	67	2	0	0
Not Hispanic	0	12	515	3,907	0	3,797	78	24	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 2526 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City of West Des Moines does not have any public housing units in the City.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

There is no public housing in West Des Moines. The Housing Choice Vouchers in West Des Moines are administered by Des Moines Municipal Housing Agency and the Central Iowa Regional Housing Authority. The needs of voucher holders is finding housing and landlords that will accept the voucher. This is a challenge throughout the region.

How do these needs compare to the housing needs of the population at large

These needs are very similar. Most of the population is looking for affordable rental housing and much of the West Des Moines population is cost burdened at least 30%.

Discussion

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	263	0	0	0	0
Persons in Households with Only Children	0	3	0	0	0	0
Persons in Households with Only Adults	93	471	0	0	0	0
Chronically Homeless Individuals	44	62	0	0	0	0
Chronically Homeless Families	0	3	0	0	0	0
Veterans	9	11	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	1	0	0	0	0

Table 2627 - Homeless Needs Assessment

Data Source

Comments:

Point-in-Time Subpopulations Summary for IA-501 - Des Moines/Polk County COC - 1/28/2015

Indicate if the homeless population is:

Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data not available

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	522	77
Black or African American	164	15
Asian	6	1
American Indian or Alaska Native	7	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	50	3
Not Hispanic	687	90

Data Source
Comments:

Point-in-Time Subpopulations Summary for IA-501 - Des Moines/Polk County COC - 1/28/2015

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

There were no families of veterans identified in the 2016 Point-in-Time study.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The majority of homeless are white. This is reflective of the overall population of the area.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The majority of the homeless are sheltered. Of those not sheltered they consist of individuals, mostly males.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Describe the characteristics of special needs populations in your community:

Persons with special needs include the elderly and frail elderly, persons with severe mental illness, developmentally disabled, physically disabled, alcohol/other drug addicted and public housing residents. The portion of these populations requiring special housing options has not been quantified. Many persons with special needs also have very low incomes. Their needs may have already been taken into account in estimating the housing needs of persons with very low incomes.

What are the housing and supportive service needs of these populations and how are these needs determined?

The needs are determined by the social service and housing agencies most directly in contact with special needs populations in West Des Moines, Polk County, and Dallas County.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the 2015 Epidemiological Profile for Iowa, there were 998 persons diagnosed and living with HIV in Polk and Dallas Counties. Per the study, "As of December 31, 2015, there were 80 persons living with HIV disease per 100,000 population in Iowa. While the ten most populous counties of Black Hawk, Dallas, Dubuque, Johnson, Linn, Polk, Pottawattamie, Scott, Story, and Woodbury account for 51% of the total population of Iowa, 73% of the persons living with HIV disease were living in those counties at the end of 2015."

Discussion:

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

In 2014, a Polk County senior center was opened in Valley Junction. This new facility is serving a great need in the community. The Community Center owned and operated by the City has recently completed a renovation to better serve the neighborhood. It appears the need for public facilities in the jurisdiction are being met.

How were these needs determined?

The census data, combined with discussions with City staff provided the identification of the non-housing community development needs for the City of West Des Moines. The Community and Economic Development Department is familiar with the overall needs of the City and assisted in identifying the City's non-housing community development needs.

Describe the jurisdiction’s need for Public Improvements:

The City of West Des Moines public improvements are mainly funded by the City's Capital Improvement Program. The funds to date have been sufficient to satisfy the needs. The only area lacking is in internet service. There are areas of the City greatly lacking in internet service. Also the availability varies greatly throughout the City. A gap is being creating in low income households as more schools are doing business online with their student's assignment. There appears to be a need for more consistent internet service and affordable internet service to low income households.

How were these needs determined?

The census data, combined with discussions with City staff provided the identification of the non-housing community development needs for the City of West Des Moines. The Community and Economic Development Department is familiar with the overall needs of the City and assisted in identifying the City's non-housing community development needs.

Describe the jurisdiction’s need for Public Services:

The need for public services in West Des Moines is great! This portion of the allocation is maxed out every year. The Transit Pass Program which has been funded since 2005, is very successful. The funding available for these public services is limited in West Des Moines. The Human Services Department provides most of the public services for West Des Moines residents.

How were these needs determined?

The census data, combined with discussions with City staff provided the identification of the non-housing community development needs for the City of West Des Moines. The Community and Economic Development Department is familiar with the overall needs of the City and assisted in identifying the City's non-housing community development needs.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

In addition to the data in this section, the City referred to the City of West Des Moines Needs Assessment from 2018 and the Workforce Housing Study for the region released in 2019.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	13,170	48%
1-unit, attached structure	3,280	12%
2-4 units	908	3%
5-19 units	5,380	20%
20 or more units	4,450	16%
Mobile Home, boat, RV, van, etc	260	1%
Total	27,448	100%

Table 2731 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	480	5%
1 bedroom	60	0%	3,035	30%
2 bedrooms	3,700	24%	4,790	47%
3 or more bedrooms	11,860	76%	1,965	19%
Total	15,620	100%	10,270	101%

Table 2832 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The focus of the City in last few years has been owner-occupied rehabilitation. This has focused on single family units for low income households (less than 80% AMI). The City offers the Metro Home Improvement Program which assists 3-4 households per year with home repairs. In addition, the City has allocated considerable dollars to the CDBG Owner-Occupied Rehabilitation Program. The City may allocate CDBG dollars in the next five years to Owner-Occupied Rehabilitation. The City also has a housing TIF and can allocate those funds to assist owner-occupied repairs.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

No unit lost is expected.

Does the availability of housing units meet the needs of the population?

No, the availability of housing units does not meet the needs of the population. There is a need for more affordable housing, both rental and homeownership.

Describe the need for specific types of housing:

The City has a need for workforce housing. This was identified as part of the regional Workforce Housing Study completed in 2019. In response to the need, the City has allocated funds from its housing TIF toward the creation of affordable upper story housing in Valley Junction. Funding awards have been made for units and developments are beginning construction and rehabilitation in 2020. Units are expected to be available to rent in late 2020 and 2021.

Discussion

A unique fact about the City of West Des Moines is 48% of the housing units in the City are detached and 52% are attached. More units are attached housing than detached. There are more owners than renters which shows that owners are okay with attached housing. There are almost twice as many bigger units for owners and smaller units for renters.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	181,200	188,600	4%
Median Contract Rent	716	816	14%

Table 2933 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	635	6.2%
\$500-999	7,375	71.8%
\$1,000-1,499	2,070	20.2%
\$1,500-1,999	105	1.0%
\$2,000 or more	69	0.7%
Total	10,254	99.8%

Table 3034 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	160	No Data
50% HAMFI	1,835	530
80% HAMFI	5,415	2,470
100% HAMFI	No Data	4,290
Total	7,410	7,290

Table 3135 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Low HOME Rent	0	0	0	0	0

Table 3236 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

No there is not sufficient housing for households at all income levels. The area of greatest need is the lowest income households, those less than 30% AMI. These households cannot afford to purchase a home, but also find it difficult to find affordable rental housing.

How is affordability of housing likely to change considering changes to home values and/or rents?

Affordability of housing is likely to get worse as costs continue to increase. Incomes are not increasing at the same rate as rents and home values. Therefore, the affordability gap is expanding with time.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

According to the Des Moines Metro Apartment Survey of 2019, the number of vacancies has been increasing since 2016 and the percentage has doubled since 2016. The current vacancy rate in the West Suburbs is 9.5%. At the same time the rents have been increasing since 2017.

Discussion

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Definitions

The City has no clearly defined definition for "substandard condition" and "substandard condition but suitable for rehabilitation."

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,175	14%	3,710	36%
With two selected Conditions	10	0%	155	2%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	13,430	86%	6,405	62%
Total	15,615	100%	10,270	100%

Table 3337 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,735	24%	2,715	26%
1980-1999	6,325	40%	4,130	40%
1950-1979	4,394	28%	2,920	28%
Before 1950	1,165	7%	510	5%
Total	15,619	99%	10,275	99%

Table 3438 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	5,559	36%	3,430	33%
Housing Units build before 1980 with children present	2,895	19%	1,900	18%

Table 3539 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 3649 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

There are 8,989 owner and rental housing units built before 1980. That is 34.7% of the housing units at least 40 years old and could contain Lead-Based Paint.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

There are 4,795 owner and rental housing built before 1980 with children present. According to the 2020 Low/Mod Census numbers, 30.55% of West Des Moines' population is low-income. With that percentage of low income people in the City, it is safe to estimate 1,464 of the 4,795 housing units are occupied by a low income family.

Discussion

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	13	625	4,204	0	3,368	709	0	424
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 3741 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There are no public housing units in the City of West Des Moines.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table **3842** - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There are no public housing units in the City of West Des Moines.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

There are no public housing units in the City of West Des Moines.

Discussion:

There are no public housing units in the City of West Des Moines.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	6	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 3943 - Facilities and Housing Targeted to Homeless Households

Data Source
Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Any supplemental services targeted for homeless persons in West Des Moines are administered by the Human Services Department. The department offers many programs including: clothing closet, computer classes, emergency assistance, energy assistance, friendship connection, garden program, holiday assistance, pool passes, school supplies, senior dining center, summer lunch, transportation, and youth recreational assistance.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

West Des Moines Human Services Department offers a transitional housing program called Housing Solutions Program. It provides homeless families an opportunity to break down barriers that have prevented them from maintaining stable housing environments for their families. The goal for each family is to leave the program stable, with increased skills and income, and permanent housing.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Persons with special needs include the Elderly and Frail Elderly, Persons with Severe Mental Illness, Developmentally Disabled, Physically Disabled, Alcohol/Other Drug Addicted, and public housing residents. The portion of these populations requiring special housing options has not been quantified. Many persons with such special needs also have very low incomes. Therefore, their needs may have already been taken into account in estimating the housing needs of persons with very low incomes.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Foster Care:

Iowa law mandates that the case permanency plan for all children in foster care include a written transition plan of services for youth, 16 years and older and the establishment of local transition committees to address the needs of youth at the time they leave foster care. These committees act to address gaps existing in services or supports available that would assist the youth in the transition from foster care to adulthood. This protocol ensures that every effort will be made to prevent the child in transition from becoming homeless.

Health Care:

Discharge protocol for Health Care is located in Iowa Administrative Rules which requires that discharge planning begin at admission and provide for ongoing patient needs post treatment which includes housing.

Mental Health:

Mental Health organizations are accredited by JCAHO (Joint Commission on the Accreditation of Health Care Organizations), as well as governed by state statutes for all aspects of mental health care in Iowa towns and counties. These standards require all state MHI organizations to have a set plan of care which moves along a continuum from entry and assessment, to planning treatment and coordination, to referral, transfer of care and discharge, similar to the formal discharge policy submitted to the Governor in 2005, which makes every effort to insure that the discharge does not result in the person becoming homeless.

Corrections:

In response to the discharge policy developed by the Iowa Council on Homelessness, the Iowa Department of Corrections (DOC) established a new Discharge Planning Coordinator position and implemented a comprehensive reentry case management system that is improving offender outcomes when they are released. Some of the elements include beginning to plan for release when offenders are admitted at the Iowa Medical and Classification Center (IMCC); completing a battery of assessments during reception to identify risk and needs that will be used at the next institution to develop a case management plan; identifying a targeted release date that will be used to prioritize treatment programming that addresses risk and needs; contacting Community Based Corrections (CBC) when an offender is within six months of that targeted release date to begin engaging CBC staff in a dialogue to plan for the offender's release; another contact with CBC when the offender is within two months of the targeted release date to create a solid release plan so that when the offender is granted release by the Board of Parole (BOP) the offender is prepared for release, CBC is prepared to assume supervision and the offender walks out the prison door within a few days after the release decision is made. The case plan does focus on housing as well as treatment issues. The goal is to have appropriate housing arranged prior to release so that the likelihood of homelessness is reduced.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of West Des Moines will continue to provide funding to the Human Services Homeless Prevention Program and the Transitional Housing Program.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Not Applicable.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

In 2019, the City amended its garage ordinance allowing for a waiver of the requirement to build a stall and a half garage for those houses being built for a low-income family.

The City is also in the process of updated its Comprehensive Plan and through that process is reviewing all public policies as they relate to affordable housing development.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	111	11	0	0	0
Arts, Entertainment, Accommodations	2,942	5,427	10	10	0
Construction	1,079	1,872	4	3	-1
Education and Health Care Services	4,888	6,942	17	13	-4
Finance, Insurance, and Real Estate	6,999	18,840	24	35	11
Information	911	1,591	3	3	0
Manufacturing	1,367	1,342	5	2	-3
Other Services	1,135	1,091	4	2	-2
Professional, Scientific, Management Services	3,238	6,760	11	13	2
Public Administration	0	0	0	0	0
Retail Trade	3,923	8,695	14	16	2
Transportation and Warehousing	803	332	3	1	-2
Wholesale Trade	1,487	873	5	2	-3
Total	28,883	53,776	--	--	--

Table 4045 - Business Activity

Data: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)
 Source:

Labor Force

Total Population in the Civilian Labor Force	36,921
Civilian Employed Population 16 years and over	35,470
Unemployment Rate	3.96
Unemployment Rate for Ages 16-24	16.15
Unemployment Rate for Ages 25-65	2.76

Table 4146 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	13,280
Farming, fisheries and forestry occupations	1,935
Service	2,915
Sales and office	8,910
Construction, extraction, maintenance and repair	1,455
Production, transportation and material moving	1,145

Table 4247 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	30,415	91%
30-59 Minutes	2,465	7%
60 or More Minutes	645	2%
Total	33,525	100%

Table 4348 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	699	170	330

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	3,220	280	580
Some college or Associate's degree	8,364	220	1,435
Bachelor's degree or higher	16,755	300	2,445

Table 4449 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	10	30	275	290	130
9th to 12th grade, no diploma	429	185	149	270	345
High school graduate, GED, or alternative	940	1,010	790	2,295	2,095
Some college, no degree	1,425	1,865	1,720	2,774	1,325
Associate's degree	560	1,250	1,020	1,430	290
Bachelor's degree	1,895	5,710	3,210	4,780	1,520
Graduate or professional degree	140	1,675	1,525	2,635	1,170

Table 4550 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	23,750
High school graduate (includes equivalency)	111,921
Some college or Associate's degree	72,487
Bachelor's degree	186,666
Graduate or professional degree	207,503

Table 4651 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors for West Des Moines are finance, insurance, and real estate. The next highest is retail trade.

Describe the workforce and infrastructure needs of the business community:

The business community is looking for an educated workforce. The residents of West Des Moines are very highly educated. 84.11% of West Des Moines residents have some college or associates degree and 55.91% have a bachelors degree or higher.

There is also a lack of workers in the service industry. The City has a high number of retail, restaurant, and hotel jobs. Those employers are consistently seeking workers to fill vacancies.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Larger companies continue to locate and expand in West Des Moines including Microsoft and Wells Fargo. Retail continues to expand as well.

There has been substantial City investment in the Valley Junction neighborhood to encourage more stores and restaurants in that area.

The City also continues to pursue additional data centers to be located in our area.

Most pressing to our business industry currently is COVID-19. As we are currently in the midst of the pandemic it is unknown the complete impact it will have on employers and West Des Moines citizens. There may be needs in the next five years from both businesses and citizens that will require investment and programming of CDBG dollars.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The skills and education of the workforce correspond well with employment opportunities for the most part. The residents are highly educated and most of the jobs are in finance, insurance and real estate.

There is a gap in the service industry. The City has a high number of retail, restaurant, and hotel jobs. Those employers are consistently seeking workers to fill vacancies.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City is very involved with the West Des Moines Business Incubator. The Incubator provides affordable office space and support services for new small businesses. The City is also a part of the Governor's STEM council for the education of students in specialty fields. West Des Moines Human Services offers classes such as English Language Learner and Highschool equivalency classes (GED) to grow our City's workforce.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City has an Economic Development Strategy (2017) with four main goals.

1. Continued success in job & investment attraction efforts
2. Strengthen business retention, expansion, and entrepreneurship
3. Become a premiere destination for technology workers and startups
4. Nurture quality of place assets

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

There are two census tracts with a concentration (greater than 67% of households) of households with multiple housing programs. According to the CPD Maps, census tract 508.09 block group 2 & 3 have 69.70% of households and census tract 110.26 all block groups have 77.42% of households. The census tract 508.09 is in Dallas County and is predominately rental units. Census tract 110.26 is along the western edge of Polk County and is also mostly rental units except for a section that includes a gated community.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Definition of minority concentration - the percentage of households in a particular racial or ethnic minority group is at least 13% higher than the percentage of that minority group for the City. There is one census tracts in West Des Moines that meets this definition. The tract is 110.01. The percentage is 14.41% persons of Hispanic Origin.

What are the characteristics of the market in these areas/neighborhoods?

Comparing census tracts 508.09, 110.26 and 110.01; the three census tracts vary greatly. Geographically there are spread throughout the Polk County and Dallas County portion of the City. The age of housing varies, and the type of housing varies. One area is more rental housing than owner and another area is just the opposite. There is not a characteristic that is common among the three census tracts.

Are there any community assets in these areas/neighborhoods?

All of these census tracts have neighborhood parks and local elementary schools. The census tract of 110.01 (Valley Junction) is the location of the senior center, community center, and the Human Services Department.

Are there other strategic opportunities in any of these areas?

There do not appear to be any strategic opportunities in any of these areas.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The City of West Des Moines has been working on a broadband program for low-income households since 2014. The City has been aware of the needs of low-income households from the school districts and employers. From all of the information and discussion, the City began implementing a pilot program in 2017. The program is in partnership with Microsoft Corporation.

The program offers external wireless access to the public in selected block groups in Valley Junction. The Microsoft funds are used for equipment to connect qualified homes (both rental and owner) to the wireless network for free. This program is ongoing.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The City has more than one private provider for broadband. Through the City's Wi-Fi program, another provider is now available for free to qualified households and non-qualified households in the area can purchase service.

It's been found that location is more the determining factor for which provider is available to the household.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Flooding is probably the City's highest concern associated with climate change. The City of West Des Moines experienced a 500-year flood in 1993. From this event, the City has implemented emergency plans and measures to avoid a similar occurrence. Also, infrastructure has been updated in targeted areas of the City to mitigate future flooding. In 2008, when other parts of the region were being flooded, it was clear the efforts taken by the City did indeed mitigate damage. And again in 2018 when 10 inches of rain fell in one night in June, the City took necessary actions by lowering floodgates. No substantial damaged was reported in the City.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The area of the City most affected by past flooding is the Valley Junction neighborhood. The area is 61% low-income according to the 2020 low/mod census data. The area was a flood plain prior to 1993. Since then a levy has been built and the area is no longer considered a flood plain by FEMA.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan (Annual Action Plan) has been written in response to the COVID-19 pandemic. Funds have been appropriated primarily to the Homeless Prevention Program to assist households affected by loss of income from COVID-19.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 4752 - Geographic Priority Areas

1	Area Name:	City of West Des Moines
	Area Type:	
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
	2	Area Name:
Area Type:		Local Target area
Other Target Area Description:		
HUD Approval Date:		
% of Low/ Mod:		
Revital Type:		Commercial
Other Revital Description:		
Identify the neighborhood boundaries for this target area.		
Include specific housing and commercial characteristics of this target area.		
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?		
Identify the needs in this target area.		
What are the opportunities for improvement in this target area?		

Are there barriers to improvement in this target area?	
--	--

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Investments will not be allocated geographically.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 4853 – Priority Needs Summary

1	Priority Need Name	Transportation Services
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	
	Associated Goals	Transportation Services
	Description	Offer 12-month bus pass for the Des Moines Area Regional Transit (DART) system
	Basis for Relative Priority	
2	Priority Need Name	Homeless Prevention
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	
	Associated Goals	Homeless Prevention
	Description	Provide funding to the Human Services Department to offer additional homeless prevention services to more households.
	Basis for Relative Priority	
3	Priority Need Name	Transitional Housing
	Priority Level	High

	Population	Extremely Low Low Families with Children
	Geographic Areas Affected	
	Associated Goals	Transitional Housing
	Description	Provide funding for support services to clients in the Human Services Transitional Housing Program.
	Basis for Relative Priority	
4	Priority Need Name	Internet Service
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	VJ
	Associated Goals	Internet Service
	Description	Provide affordable and consistent internet service to low-income households.
	Basis for Relative Priority	
	5	Priority Need Name
Priority Level		High
Population		Extremely Low Low Moderate
Geographic Areas Affected		
Associated Goals		Home Repair
Description		Provide owner-occupied rehabilitation program.

	Basis for Relative Priority	
6	Priority Need Name	Homeownership
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	VJ
	Associated Goals	Homeownership
	Description	Provide additional homeownership opportunities to low-income families in West Des Moines.
	Basis for Relative Priority	
7	Priority Need Name	Rental Housing
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	VJ
	Associated Goals	Rental Housing
	Description	Provide additional affordable rental units.
	Basis for Relative Priority	
8	Priority Need Name	Economic Development - Business Assistance
	Priority Level	High
	Population	Extremely Low Low
	Geographic Areas Affected	

Associated Goals	Business Assistance
Description	As a result of the COVID-19 pandemic, the City expects a need for assistance to businesses and employees affected by the pandemic through closures and layoffs.
Basis for Relative Priority	This is ranked high priority because of the timeliness of the issue and it is unknown what the need will be once the pandemic is over.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Not Applicable - the City does not oversee TBRA.
TBRA for Non-Homeless Special Needs	Not Applicable - the City does not oversee TBRA.
New Unit Production	The City would like to produce additional units, both owner and rental. The difficulty is the availability of land and the price of available land.
Rehabilitation	With the number of housing units over 40 years old, the City will continue to make housing rehabilitation a priority.
Acquisition, including preservation	<p>The City is funding second story housing in the Valley Junction neighborhood through another funding source, a housing TIF. This program include preservation and new construction.</p> <p>The City has acquired lots when available for the creation of affordable housing. The City will continue to look for future opportunities in this area.</p>

Table 4954 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	326,883	0	0	326,883	1,200,000	

Table 5055 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of West Des Moines had been granted only CDBG funds. The five year Strategic Plan includes this First Year Annual Plan for spending \$326,883 from the CDBG Program. The FY 2020-21 action plan provides funds for Administration, Transit Pass Program, and Homeless Prevention.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
WEST DES MOINES	Government	Homelessness Non-homeless special needs Ownership Planning Rental	Jurisdiction

Table 5156 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

- Experience administering similar programs
 - Communication between departments within the City
 - Commitment from City leaders to housing and social service programs
 - Partnerships with area agencies and other cities
 - Knowledge of housing and social service systems in the metro area
-
- Increased costs for services and materials

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		
Legal Assistance			
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			

Street Outreach Services			
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS			
Life Skills	X		
Mental Health Counseling			
Transportation	X		
Other			

Table 5257 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

As noted above, services are available in the community but not targeted to homeless persons or persons with HIV. Most of these services are provided through the West Des Moines Human Services Department. Services targeting homeless persons and families and those with HIV is provided in the City of Des Moines.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

As noted above, services are available in the community but not targeted to homeless persons or persons with HIV. Most of these services are provided through the West Des Moines Human Services Department. Services targeting homeless persons and families and those with HIV is provided in the City of Des Moines.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will continue to work actively with regional service providers to address homelessness and special needs. Given the limited resources at the City level to address these issues, the City can better address the issues through partnerships in area and regional efforts. These efforts can leverage resources that the City alone cannot access.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Transportation Services	2015	2019	Non-Housing Community Development	City of West Des Moines	Transportation Services		Public service activities other than Low/Moderate Income Housing Benefit: 1250 Persons Assisted
2	Homeless Prevention	2015	2019	Affordable Housing	City of West Des Moines	Homeless Prevention		Homelessness Prevention: 80 Persons Assisted
3	Transitional Housing	2015	2019	Affordable Housing	City of West Des Moines	Transitional Housing		Public service activities for Low/Moderate Income Housing Benefit: 30 Households Assisted
4	Internet Service	2015	2019	Non-Housing Community Development	VJ	Internet Service		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Home Repair	2015	2019	Affordable Housing	City of West Des Moines	Home Repair		Homeowner Housing Rehabilitated: 10 Household Housing Unit
6	Homeownership	2015	2019	Affordable Housing	City of West Des Moines	Homeownership		Homeowner Housing Added: 2 Household Housing Unit
7	Rental Housing	2015	2019	Affordable Housing	City of West Des Moines	Rental Housing		Rental units constructed: 10 Household Housing Unit
8	Business Assistance	2020	2024	Non-Housing Community Development	City of West Des Moines	Economic Development - Business Assistance		

Table 5358 – Goals Summary

Goal Descriptions

1	Goal Name	Transportation Services
	Goal Description	Offer 12-month bus pass for the Des Moines Area Regional Transit (DART) system.
2	Goal Name	Homeless Prevention
	Goal Description	Provide funding to the Human Services Department to offer additional homeless prevention services to more households.
3	Goal Name	Transitional Housing
	Goal Description	Provide funding for support services to clients in the Human Services Transitional Housing Program.
4	Goal Name	Internet Service
	Goal Description	Provide affordable and consistent internet service to low-income households.

5	Goal Name	Home Repair
	Goal Description	Provide Owner-Occupied Rehabilitation Program.
6	Goal Name	Homeownership
	Goal Description	Provide additional homeownership opportunities to low-income families in West Des Moines.
7	Goal Name	Rental Housing
	Goal Description	Provide additional affordable rental units..
8	Goal Name	Business Assistance
	Goal Description	Assist businesses in working capital assistance to enable retention of jobs held by low and moderate income persons.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

If the City of West Des Moines develops programs as outlined in the areas of goals above, a minimum of 150 households will be provided with affordable housing. Of those 150, 70 households will be moderate income families, 50 will be low income families, and 30 will be extremely low income families.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not Applicable

Activities to Increase Resident Involvements

Not Applicable.

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the ‘troubled’ designation

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

In 2019, the City amended its garage ordinance allowing for a waiver of the requirement to build a stall and a half garage for those houses being built for a low-income family.

The City is also in the process of updated its Comprehensive Plan and through that process is reviewing all public policies as they relate to affordable housing development.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

As the garage ordinance has only affected one organization developing affordable housing in West Des Moines, it is unlikely the City will change the ordinance. If necessary, the City will again be creative in working with an organization and within the confines of the ordinance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of West Des Moines is a participant in the Polk County Continuum of Care. The Continuum of Care (COC) has developed a system to address homelessness and the priority needs of homeless individuals and families, including homeless subpopulations. The COC addresses the housing and supportive services needs in each stage of the continuum of care process to help homeless persons make the transition to permanent housing and independent living. The City will continue to support the Continuum of Care strategy to meet the needs of homeless persons and those at risk of becoming homeless.

Addressing the emergency and transitional housing needs of homeless persons

The City of West Des Moines will address the emergency and transitional housing needs of homeless persons as a participant in the Polk County Continuum of Care. The City does provide some services, but will mainly work with the COC to address homelessness. No homeless housing is available in the City. The City does provide the Housing Solutions Program which offers Rapid Re-Housing funding for homeless families with minor children in their primary custody. The program provides partial and temporary rent assistance and support services for program participants.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homeless service providers assist homeless individuals and families to make the transition to permanent and independent living. These service providers are not located in West Des Moines, but are close by in the City of Des Moines.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of West Des Moines offers the Homeless Prevention Program through the Human Services Department. The program provides mortgage, rent, and utility assistance to households to remain in their current housing.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

According to the data in MA-20, there are 8,989 owner and rental housing units built before 1980. That is 34.7% of the housing units at least 40 years old and could contain Lead-Based Paint.

The City of West Des Moines currently administers an owner-occupied rehabilitation program with \$12,500 as the maximum amount spent per unit. All units are inspected by a city inspector who is certified in lead-based paint identification. Additionally the general contractor is certified for safe work practices and risk assessment for lead based paint. The City of West Des Moines will continue to use safe lead-based paint practices in all rehabilitation activities.

The City also had an Owner-Occupied Rehabilitation Program funded by CDBG at times. This program has a full lead paint assessment completed by Polk County.

How are the actions listed above related to the extent of lead poisoning and hazards?

The Metro Home Improvement Program (MHIP) and CDBG Owner-Occupied Rehabilitation Program will address lead-based paint on a case-by-case basis.

How are the actions listed above integrated into housing policies and procedures?

Lead-based paint hazards are addressed during any housing rehabilitation involving federal funds.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of West Des Moines has chosen housing and community development goals based on the areas of need shown through the statistical data. As appropriate, the City will leverage federal, state, and local dollars through partnerships with public and private agencies to accomplish our housing and community development goals.

The City adopts a comprehensive approach to housing and community development issues. Currently the City administers a wide variety of programs to meet the needs of the community. It is the plan of the City to utilize the dollars of the Community Development Block Grant Program to fill gaps in services which may exist and expand current services that have proven successful at proactively preventing and reducing existing poverty in our community.

The City will implement programs in the next five years to address the COVID-19 pandemic and its aftermath.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Poverty is a function of income, which is related to education, job training and employment. The City has very little control over the factors that cause poverty. The City may be able to support actions that increase employment skills and opportunities, but the City alone cannot change the level of poverty. Federal and state policies on welfare, health care, and the minimum wage are more crucial to addressing and reducing poverty. The City, in partnership with non-profit agencies and businesses, can influence the chances of moving families and individuals to move up and out of poverty by supporting local and regional efforts to improve family outcomes. The City will support employment skills development programs and will consider funding future projects that benefit West Des Moines residents.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City will monitor all programs it administers to ensure the proper use of funds and compliance with all applicable federal, state, and local laws and regulations. All projects will be actively monitored for compliance with regulations and timely implementation through a cost reimbursement system, quarterly reports (at a minimum), site visits, and yearly audits.

Detailed standards and monitoring procedures will be established for all programs under the Consolidated Plan and in alignment with the Consolidated Plan. The City will pledge long-term compliance for each activity with the appropriate program.

The City will require, at a minimum, quarterly reports from any agency receiving funding. Progress reports will be checked to assure measurable progress is being made to achieve the goals and objectives. Accurate and timely reporting by programs will be the trigger for allocating funds.

The City will monitor programs to ensure:

- Financial management (cost efficiencies)
- Eligible activities
- Quality of services/work performed
- Effective program management policies and procedures
- Environmental clearance
- Labor standards monitoring as applicable
- Outreach to minority businesses
- Proper procurement procedures
- Appropriate expenditures and outcomes

The Community and Economic Development Department has the responsibility for the Consolidated Annual Performance and Evaluation Report (CAPER).

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	326,883	0	0	326,883	1,200,000	

Table 5459 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of West Des Moines had been granted only CDBG funds. The five year Strategic Plan includes this First Year Annual Plan for spending \$326,883 from the CDBG Program. The FY 2020-21 action plan provides funds for Administration, Transit Pass Program, and Homeless Prevention.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Transportation Services	2020	2024	Non-Housing Community Development	City of West Des Moines	Transportation Services	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Households Assisted
2	Homeless Prevention	2020	2024	Affordable Housing	City of West Des Moines	Homeless Prevention	CDBG: \$231,507	Public service activities for Low/Moderate Income Housing Benefit: 77 Persons Assisted

Table 5560 – Goals Summary

Goal Descriptions

1	Goal Name	Transportation Services
	Goal Description	Provide Transit Pass for the DART system to low income individuals for a 12-month period.
2	Goal Name	Homeless Prevention
	Goal Description	Provide up to 3 months of rent/mortgage plus utility assistance to low income households, particularly those affected by COVID-19.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City is continuing to fund programs that have been successful and used by the community.

Projects

#	Project Name
1	Administration
2	Transit Pass Program
3	Homeless Prevention

Table 5664 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs The allocation of funds was determined by the immediate need of West Des Moines households in response to the COVID-19 pandemic.

AP-38 Project Summary

Project Summary Information

1	Project Name	Administration
	Target Area	City of West Des Moines
	Goals Supported	
	Needs Addressed	
	Funding	65,376
	Description	Administration of the CDBG Program
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
2	Project Name	Transit Pass Program
	Target Area	City of West Des Moines
	Goals Supported	Transportation Services
	Needs Addressed	Transportation Services
	Funding	30,000
	Description	Provide DART bus passes to West Des Moines residents.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	A total of 250 passes will be made available to individuals.
	Location Description	The program will be available to all of the City.
	Planned Activities	
3	Project Name	Homeless Prevention
	Target Area	City of West Des Moines
	Goals Supported	Homeless Prevention

Needs Addressed	Homeless Prevention
Funding	231,507
Description	Provide up to 3 months of rent/mortgage and utility payments to households to prevent homelessness; particularly those affected by COVID-19.
Target Date	6/30/2021
Estimate the number and type of families that will benefit from the proposed activities	A minimum of 77 households will be assisted.
Location Description	The program will be available to any West Des Moines resident who qualifies.
Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Investments will not be allocated geographically.

Geographic Distribution

Target Area	Percentage of Funds
City of West Des Moines	100
VJ	

Table 5762 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	327
Special-Needs	0
Total	327

Table 5864 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 5965 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

There are no public housing units in the City of West Des Moines.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units in the City of West Des Moines.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Polk County Continuum of Care will continue to address the emergency, transitional, and permanent housing needs of homeless individuals, families, and special needs population.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Polk County Continuum of Care will continue to address the emergency, transitional, and permanent housing needs of homeless individuals, families, and special needs population.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Polk County Continuum of Care will continue to address the emergency, transitional, and permanent housing needs of homeless individuals, families, and special needs population.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of West Des Moines is greatly increasing its Homeless Prevention Program in 2020-2021 in response to COVID-19. The City sees a need to assist households in staying in their homes through

rent/mortgage and utility assistance as many have suffered income loss from the pandemic.

In addition, the COC is working actively to assist homeless persons make the transition to permanent housing and independent living.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of West Des Moines is currently updating its Comprehensive Plan. As part of that zoning ordinances are being reviewed as they relate to the creation of affordable housing.

The City also modified the policy related to garage requirement on new construction. Non-profits can apply for a waiver to the garage requirement if the house is being sold to a low-income household.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

The City of West Des Moines completed a Housing Needs Assessment in 2018. The Assessment has assisted the City in planning efforts related to affordable housing.

A regional Workforce Housing Study was completed in 2019 establishing the number of affordable housing units needed in the next 20 years for the region. West Des Moines was a part of the development of that plan and its implementation.

Actions planned to foster and maintain affordable housing

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation. The City has also funded the Upper Story Housing Program in Valley Junction through the Woodland Hill Housing TIF. This program provides funding for low-income rental units for a period of 15 years.

Actions planned to reduce lead-based paint hazards

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

Actions planned to reduce the number of poverty-level families

The significant funding of the Homeless Prevention program is intended to assist families to prevent homelessness as a result of COVID-19. The City is concerned the households will lose their housing because of job loss from the pandemic. The Homeless Prevention Program is a fund to keep people in their homes.

The City will continue to work with economic development partners, in addition to private developers, to create an economic environment that will create more job opportunities in the area. The will in turn reduce the number of poverty level families.

Actions planned to develop institutional structure

The City will continue to work with partners in the area to maximize resources to enhance the

institutional structure to address housing and non-housing community development needs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to offer the Metro Home Improvement Program which is a partnership of 8 cities in Polk County. In addition, the City will work with non-profit agencies and developers to further the development and redevelopment of housing and social service programs in the City.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	1,500
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	1,500

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Appendix - Alternate/Local Data Sources

1	Data Source Name
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.



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The purpose of the Amendment is to allocate the CDBG-CV funds (COVID-19 funds).

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of West Des Moines (City) has been identified as an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Entitlement communities include local governments with 50,000 or more residents, other local governments designated as central cities of metropolitan areas, and urban counties with populations of at least 200,000. West Des Moines is an entitlement community because it is considered a local government with 50,000 or more residents.

The City is required by HUD to have an approved Consolidated Plan (Plan) to receive the annual CDBG entitlement grant, and the Plan must be updated every five years. The Plan fulfills the application and reporting requirements for entitlement communities and contains a strategic plan describing how the jurisdiction will use its CDBG funds.

The Amendment to this plan is to allocate the CDBG-CV funds received through the CARES Act.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City has five overall goals for meeting housing and community development needs during the 2015-19 Program Years

1. Produce and preserve both renter-and owner-occupied affordable housing
2. Address infrastructure needs that are tied to affordable housing or job creation;
3. Reduce the number of homeless families and individuals through homeless prevention programs
4. Maintain the City's ability to support the provision of special needs services, specifically as they are tied to affordable housing or job creation, meet the most urgent needs in the community and reduce demands on other city services; and
5. Explore the possibility of leveraging the initial allocation (or allocations) to have a larger initial impact.

An additional goal has been added to the 2019-20 Annual Action Plan in response to COVID-19. The City will fund programs to assist those affected by the COVID-19 pandemic.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has been successful in allocating the CDBG funds to a variety of programs. Some programs are funded year after year as they are very well used by the citizens of West Des Moines. The City is also creative with our use of CDBG funds; to find a new program that will provide the most benefit to the low-income residents of West Des Moines.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Public Comment Period for the Amendment

The Public Comment period began on April 25, 2020 and ends on April 29, 2020.

The Public Comment Period was advertised in the following ways:

- Front page of the West Des Moines website - more information on West Des Moines CDBG's page.
- Public notice published in Des Moines Register

The Annual Action Plan was available for review and comment

- City of West Des Moines website

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Consolidated Plan.

No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received.

7. Summary

The mission of the City of West Des Moines is to serve the people of West Des Moines honestly and effectively. Through a variety of services, we strive to provide the quality of life desired by the community.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WEST DES MOINES	Community & Economic Development

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Public Comment Period for the Amendment

The Public Comment period began on April 25, 2020 and ends on April 29, 2020.

The Public Comment Period was advertised in the following ways:

- Front page of the West Des Moines website - more information on West Des Moines CDBG's page.
- Public notice published in Des Moines Register

The Annual Action Plan was available for review and comment

- City of West Des Moines website

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

For the preparation of the Consolidated Plan, four consultation meetings were held with agencies divided into the following categories: (1) adjacent governments; (2) business and education; (3) health and social services; and (4) housing. Letters were sent to the organizations inviting them to participate in the Consolidated Plan Consultation Meetings.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

A portion of West Des Moines' allocation will be programed to address homeless needs including the Transitional Housing Program and the Homeless Prevention Program; both administered by the Human Services Department of the City of West Des Moines.

Althea Holcomb, Director of West Des Moines Human Services, participates in the monthly meetings of the Polk County Continuum of Care Board’s (CoCB) Provider Advisory Committee providing input on the impact initiatives proposed by the CoCB will have on homeless families. Carole Bodin, Housing Solutions Coordinator of West Des Moines Human Services, is a member of the Polk County Continuum of Care Board (CoCB) and regularly attends the board’s monthly meeting. In this capacity, Ms. Bodin advocates for the needs of homeless persons. Danell Vaughan, Case Manager for West Des Moines Human Services’ Rapid Rehousing program, regularly attends the CoCB’s Coordinated Services Committee which develops initiatives to meet the service needs of families and individuals experiencing homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of West Des Moines does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	WEST DES MOINES HUMAN SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Polk County Continuum of Care Board	Preventing homelessness and providing housing options such as transitional and rapid rehousing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The citizen participation process for the amendment was changed per the waiver from HUD, which allowed for a shorter public comment period. The public comment period for the amendment was 5 days. This change was a result of the COVID-19 pandemic.

The significant aspects of the process to prepare the strategic plan include:

- Evaluated current housing and community development programs
- Analyzed data from several sources to develop a statistical picture of the City

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/ broad community				http://www.wdm.iowa.gov/government/community-economic-development/housing/community-development-block-grant-program
2	Public Hearing	Non-targeted/ broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The final allocation is not available from the U.S. Department of Housing and Urban Development. The proposed allocation below is based on prior year's numbers. All proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	499,425	0	0	499,425	250,000	An additional \$192,295 of CDBG-CV funds has been made available through the CARES Act in response to COVID-19.

Table 51 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of West Des Moines only receives CDBG funds. The fifth year Annual Action Plan includes spending \$307,130 from the CDBG Program.

The additional CDBG-CV funds will be used in the Homeless Prevention program for those affected by COVID-19.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Transportation Services	2015	2019	Non-Housing Community Development	City of West Des Moines	Transportation Services	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
2	Homeless Prevention	2015	2019	Affordable Housing	City of West Des Moines	Homeless Prevention	CDBG: \$157,905	Public service activities for Low/Moderate Income Housing Benefit: 79 Households Assisted Homelessness Prevention: 33 Persons Assisted
3	Internet Service	2015	2019	Non-Housing Community Development	City of West Des Moines	Internet Service	CDBG: \$199,635	Other: 1 Other

Table 62 – Goals Summary

Goal Descriptions

1	Goal Name	Transportation Services
	Goal Description	
2	Goal Name	Homeless Prevention
	Goal Description	Additional financial resources are being added to this program through the amendment and the award of the CDBG-CV funds from the CARES Act.
3	Goal Name	Internet Service
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of West Des Moines is continuing its successful programs from previous years including the transit pass program and homeless prevention.

Projects

#	Project Name
1	Administration
2	Transit Pass Program
3	Homeless Prevention
4	Internet Access

Table 73 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of the resources is based on goals established in the Consolidated Plan.

The CDBG-CV dollars are going toward Homeless Prevention as that is a need of West Des Moines citizens in response to COVID-19.

AP-38 Project Summary
Project Summary Information

1	Project Name	Administration
	Target Area	City of West Des Moines
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$99,885
	Description	Administration of the City's Community Development Block Grant Program.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the City's Community Development Block Grant Program and the CDBG-CV funds.
2	Project Name	Transit Pass Program
	Target Area	City of West Des Moines
	Goals Supported	Transportation Services
	Needs Addressed	Transportation Services
	Funding	CDBG: \$30,000
	Description	Provide 12 month transit passes for Des Moines Area Regional Transit Authority system to low-income West Des Moines residents.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	250 individuals will receive a pass for the DART system good from July 1, 2019 to June 30, 2020.
	Location Description	
	Planned Activities	Provide 12 month transit passes for Des Moines Area Regional Transit Authority system to low-income West Des Moines residents. A minimum of 250 individuals will receive a pass for the DART system good from July 1, 2019 to June 30, 2020.

3	Project Name	Homeless Prevention
	Target Area	City of West Des Moines
	Goals Supported	Homeless Prevention
	Needs Addressed	Homeless Prevention
	Funding	CDBG: \$157,905
	Description	Assist low and moderate income residents in West Des Moines with rent and/or utilities to prevent eviction and foreclosure.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	At a minimum 79 households will be assisted through the West Des Moines Human Services Homeless Prevention Program.
	Location Description	
	Planned Activities	Assist low and moderate income residents in West Des Moines with rent and/or utilities to prevent eviction and foreclosure. The CDBG-CV funds will be used to assist those affected by COVID-19 and will assist up to 3 months of rent/mortgage and utility payments.
4	Project Name	Internet Access
	Target Area	City of West Des Moines
	Goals Supported	Internet Service
	Needs Addressed	Internet Service
	Funding	CDBG: \$199,635
	Description	Provide free internet to census tract 110.01, block group 2 externally. A portion of the project is also to provide point-to-point internet to qualifying households through a grant from Microsoft.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	There are over 500 households in the census tract. 107 households will receive the point-to-point free internet in their homes.

Location Description	Census tract 110.01, Block group 2
Planned Activities	Provide free internet to census tract 110.01, block group 2 externally. A portion of the project is also to provide point-to-point internet to qualifying households through a grant from Microsoft.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The programs will be available to all of the City and will not be targeted to one or more geographic areas.

Geographic Distribution

Target Area	Percentage of Funds
City of West Des Moines	100
VJ	

Table 84 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The programs are such for the 2019-20 plan that they are appropriately available to all of West Des Moines.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	79
Special-Needs	0
Total	79

Table 96 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 107 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of West Des Moines does not own any public housing units.

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Polk County Continuum of Care is currently establishing System Performance Goals and ESG Program Performance Goals for the coming year.

Performance Measure: The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

Recommended Goal: 10% Reduction in returns to homelessness each year; Stretch Goal: 20% reduction

Performance Measure: Number of homeless persons

Recommended Goal: 15% (at least 85 people) reduction each year; Ultimate target – reduction by 50% by 2020)

Performance Measure: Jobs and income growth for homeless persons in CoC Program-funded projects

Recommended Goal: 10% increase in the number of adults who have increased total income at exit; Stretch Goal: 15% increase in the number of adults who have increased total income at exit

Performance Measure: Number of persons who become homeless for the first time

Recommended Goal: 10% reduction in the number of persons/households who become homeless for

the first time; Stretch Goal: 20% reduction

ESG Program Performance Goals for Continuum of Care (West Des Moines does not receive ESG dollars)

Street Outreach

1. Increase in the percent of persons who exit to shelter or a permanent housing destination.

Homeless Prevention

1. Increase the percent of households that remain permanently housed during the 12 months after Homelessness Prevention assistance ends.

Shelter

1. Increase in the percent of participants who exit to a permanent destination; and
2. Reduction in the average and median lengths of time that persons remain homeless in your shelter.

Rapid Re-housing

1. Decrease the average length of time to re-house participants;
2. Increase the percent of households that remain permanently housed after Rapid Re-housing assistance ends (program exit); and
3. Increase the percent of households that remain permanently housed during the 12 months after program exit.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In January, 2015, the CoCB implemented a centralized intake (CI) system which includes outreach to persons experiencing homelessness and assessing their individual needs. West Des Moines Human

Services is a participating agency in the CI.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Polk County Continuum of Care addresses the emergency shelter and transitional housing needs of homeless persons through the CI. In addition to assessing the needs of individuals and families experiencing homelessness, Polk County Continuum of Care's CI completes a VI-SPDAT for each household which assesses the household's vulnerability. Households are then prioritized for emergency shelter and transitional housing based on their VI-SPDAT score, highest to lowest.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Polk County Continuum of Care (CoCB) has 1.) Prioritized the use of all CoC-funded permanent supportive housing for persons experiencing chronic homelessness; 2.) In 2016, reached their goal of functional zero for veterans and their families experiencing homelessness; 3.) Preliminarily reached their goal of a 10% reduction in the average length of stay of homeless persons in transitional housing as well as their goal of a 10% reduction in the median length of stay of homeless persons in transitional housing and emergency shelter. West Des Moines Human Services assists the CoCB in achieving its goals toward reducing time homeless and providing permanent housing by administering 12 units of CoC-funded Rapid Re-Housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of West Des Moines does provide a Homeless Prevention Program which assists with mortgage, rent, and utilities to preserve someone's current housing situation. The CoCB's CI includes screening persons at imminent risk of homelessness for prevention assistance and refers eligible persons to community resources such as the City of West Des Moines, Salvation Army, Cross Ministries, St. Vincent

DePaul and general assistance.

The Homeless Prevention program is being expanded with the use of CDBG-CV funds to assist those who have been affected by COVID-19. The intention of the additional funds is to keep household in their housing through rent/mortgage and utility payment assistance.

The executive director of the CoCB has been meeting regularly with local hospitals to develop a discharge plan to prevent low-income individuals and families from being discharged into homelessness. Also, in 2016, the CoCB submitted an application for HUD's youth homelessness initiative. While not funded, the process of writing the application has resulted in the formation of new collaborations with agencies addressing the needs of youth.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of West Des Moines currently has a garage ordinance that requires a stall and a half garage to be built when a new house is constructed. The City has amended this ordinance to allow a waiver for home buyers with annual incomes of less than 80% of the Area Median Income.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Housing Tomorrow is complete and a plan was made available April 2015. There are six principles of Housing Tomorrow: (1) Our region will offer a variety of housing choices for our diverse population; (2) Our region will preserve, maintain, and improve its existing housing inventory; (3) Our region will make strategic decisions about the location of new housing; (4) Our region will collaborate across sectors to address the impact of housing on community health and prosperity; (5) Our region will seek new resources for housing, and use existing resources responsibly; and (6) Our region will foster a dynamic community dialogue about housing.

Each principle has two strategies for accomplishment.

The City of West Des Moines completed a master plan for Historic West Des Moines. The plan was accepted by City Council on September 19, 2016. The Master Plan addresses community development, economic development, and housing in Historic West Des Moines. The Master Plan made recommendations of 19 items to be addressed. An Implementation Committee has been formed and is currently working to prioritize the 19 items and will begin work on the top items in July 2017.

The City of West Des Moines has a draft Housing Needs Assessment. It was available to public review during a portion of the public comment period for the 2018-19 CDBG Annual Action Plan (April 23, 2018 to June 6, 2018). The assessment includes nine program suggestions and 5 policy changes. City staff will work with City Council to prioritize the programs and how/when they might be funded.

Actions planned to foster and maintain affordable housing

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

Beginning in July 2016, the City began offering the Neighborhood Finance Corporation Program. This is a program available in select areas of the City. The program has been extremely well utilized by homeowners. The funding is almost gone, City Council allocated additional funds in the amount of \$200,000 to the program for fiscal year 2019-20.

The City recently acquired a lot at 5 Hamilton Court. The existing house, which is beyond repair, will be razed. The lot, along with two adjacent lots the City already owned will be replatted into two buildable lots. The lots has been transferred to Greater Des Moines Habitat for Humanity. They will build two

single family houses and sell to households less than 80% area median income.

Actions planned to reduce lead-based paint hazards

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

Actions planned to reduce the number of poverty-level families

The City will continue to work with economic development partners, in addition to private developers, to create an economic environment that will create more job opportunities in the area. The will in turn reduce the number of poverty level families.

The City continues to offer the Transit Pass Program which provides free use of the Des Moines Area Region Transit bus system.

Through the CDBG-CV funds, the City will assist more families to stay in their homes for those who are unable to pay their rent/mortgage because of COVID-19.

Actions planned to develop institutional structure

The City will continue to work with partners in the area to maximize resources to enhance the institutional structure to address housing and non-housing community development needs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to offer the Metro Home Improvement Program which is a partnership of 8 cities in Polk County. In addition, the City will work with non-profit agencies and developers to further the development and redevelopment of housing and social service programs in the City.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	4,345
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	4,345

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



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The purpose of the amendment is to eliminate the rental acquisition program and move the funds to the Wi-Fi program.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This plan is being amended to eliminate the rental acquisition program and move the funds to the Wi-Fi program. The rental acquisition program was not feasible because of environmental review requirements. The additional funds to the Wi-Fi Internet Service will provide additional antennas to the Valley Junction neighborhood.

The City of West Des Moines (City) has been identified as an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. Entitlement communities include local governments with 50,000 or more residents, other local governments designated as central cities of metropolitan areas, and urban counties with populations of at least 200,000. West Des Moines is an entitlement community because it is considered a local government with 50,000 or more residents.

The City is required by HUD to have an approved Consolidated Plan (Plan) to receive the annual CDBG entitlement grant, and the Plan must be updated every five years. The Plan fulfills the application and

reporting requirements for entitlement communities and contains a strategic plan describing how the jurisdiction will use its CDBG funds. This is the City of West Des Moines' second Consolidated Plan. This Plan will address the time period of 2015-2019.

2. Summarize the objectives and outcomes identified in the Plan

The City has five overall goals for meeting housing and community development needs during the 2015-19 Program Years

1. Produce and preserve both renter-and owner-occupied affordable housing
2. Address infrastructure needs that are tied to affordable housing or job creation;
3. Reduce the number of homeless families and individuals through homeless prevention programs
4. Maintain the City's ability to support the provision of special needs services, specifically as they are tied to affordable housing or job creation, meet the most urgent needs in the community and reduce demands on other city services; and
5. Explore the possibility of leveraging the initial allocation (or allocations) to have a larger initial impact.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has been successful in allocating the CDBG funds to a variety of programs. Some programs are funded year after year as they are very well used by the citizens of West Des Moines. The City is also creative with our use of CDBG funds; to find a new program that will provide the most benefit to the low-income residents of West Des Moines.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Public Comment Period for Amendment

The Public Comment period began on April 25, 2020 and ended on April 29, 2020.

The Public Comment Period was advertised in the following ways:

- Front page of the West Des Moines website - more information on West Des Moines CDBG's page.
- Public notice published in Des Moines Register

The Annual Action Plan was available for review and comment at these locations:

- City of West Des Moines website

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received.

7. Summary

The mission of the City of West Des Moines is to serve the people of West Des Moines honestly and effectively. Through a variety of services, we strive to provide the quality of life desired by the community.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WEST DES MOINES	Community & Economic Development

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Public Comment Period for Amendment

The Public Comment period began on April 25, 2020 and ended on April 29,2020.

The Public Comment Period was advertised in the following ways:

- Front page of the West Des Moines website - more information on West Des Moines CDBG's page.
- Public notice published in Des Moines Register

The Annual Action Plan was available for review and comment at these locations:

- City of West Des Moines website

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

For the preparation of the Consolidated Plan, four consultation meetings were held with agencies divided into the following categories: (1) adjacent governments; (2) business and education; (3) health and social services; and (4) housing. Letters were sent to the organizations inviting them to participate in the Consolidated Plan Consultation Meetings.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

A portion of West Des Moines' allocation will be programed to address homeless needs including the Transitional Housing Program and the Homeless Prevention Program; both administered by the Human Services Department of the City of West Des Moines.

Althea Holcomb, Director of West Des Moines Human Services, participates in the monthly meetings of the Polk County Continuum of Care Board’s (CoCB) Provider Advisory Committee providing input on the impact initiatives proposed by the CoCB will have on homeless families. Carole Bodin, Housing Solutions Coordinator of West Des Moines Human Services, is a member of the Polk County Continuum of Care Board (CoCB) and regularly attends the board’s monthly meeting. In this capacity, Ms. Bodin advocates for the needs of homeless persons. Danell Vaughan, Case Manager for West Des Moines Human Services’ Rapid Rehousing program, regularly attends the CoCB’s Coordinated Services Committee which develops initiatives to meet the service needs of families and individuals experiencing homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of West Des Moines does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	WEST DES MOINES HUMAN SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Polk County Continuum of Care Board	Preventing homelessness and providing housing options such as transitional and rapid rehousing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The citizen participation process for this the amendment was changed per the waiver from HUD, which allowed for a shorter public comment period. The public comment period for this amendment was 5 days. This change was a result of the COVID-19 pandemic.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Internet Outreach	Non-targeted/broad community	No public comments were received during the public comment period	No public comments were received during the public comment period	No public comments were received during the public comment period	http://www.wdm.iowa.gov/government/community-economic-development/housing/community-development-block-grant-program
2	Public Hearing	Non-targeted/broad community	No public comments were received during the public comment period	No public comments were received during the public comment period	No public comments were received during the public comment period	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	310,009	0	0	310,009	250,000	

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of West Des Moines only receives CDBG funds. The Third year Annual Action Plan includes spending \$310,009 from the CDBG Program.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Transportation Services	2015	2019	Non-Housing Community Development	City of West Des Moines	Transportation Services	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
2	Homeless Prevention	2015	2019	Affordable Housing	City of West Des Moines	Homeless Prevention	CDBG: \$16,501	Homelessness Prevention: 33 Persons Assisted
4	Internet Service	2015	2019	Non-Housing Community Development	VJ		CDBG: \$201,507	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1203 Persons Assisted

Table 62 – Goals Summary

Goal Descriptions

1	Goal Name	Transportation Services
	Goal Description	
2	Goal Name	Homeless Prevention
	Goal Description	
4	Goal Name	Internet Service
	Goal Description	Provide internet service to Valley Junction neighborhood.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of West Des Moines is continuing its successful programs from previous years including the transit pass program and homeless prevention.

Projects

#	Project Name
1	Administration
2	Transit Pass Program
3	Homeless Prevention

Table 73 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of the resources is based on goals established in the Consolidated Plan.

AP-38 Project Summary
Project Summary Information

1	Project Name	Administration
	Target Area	City of West Des Moines
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$62,001
	Description	
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	
	Planned Activities	
2	Project Name	Transit Pass Program
	Target Area	City of West Des Moines
	Goals Supported	Transportation Services
	Needs Addressed	Transportation Services
	Funding	CDBG: \$30,000
	Description	Provide 12 month passes for Des Moines Area Regional Transit (DART) system. Passes are available to low/moderate income West Des Moines residents to be used on the entire DART system throughout the metro.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	250 passes will be available to individuals to use on the DART system throughout the metro.
	Location Description	
	Planned Activities	
3	Project Name	Homeless Prevention
	Target Area	City of West Des Moines
	Goals Supported	Homeless Prevention

Needs Addressed	Homeless Prevention
Funding	CDBG: \$16,501
Description	Assist low-moderate income residents in West Des Moines with rent or utilities to prevent eviction and foreclosure.
Target Date	6/30/2019
Estimate the number and type of families that will benefit from the proposed activities	At least 33 households will be assisted with this program.
Location Description	
Planned Activities	Assist low-moderate income residents in West Des Moines with rent or utilities to prevent eviction and foreclosure.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The programs will be available to all of the City and will not be targeted to one or more geographic areas.

Geographic Distribution

Target Area	Percentage of Funds
City of West Des Moines	35
VJ	65

Table 84 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Wi-Fi Internet Access program is a Low/Mod Area Benefit program so the funds are targeted to Valley Junction which has two low income census tracts in it.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	1,486
Special-Needs	0
Total	1,486

Table 96 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 107 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of West Des Moines does not own any public housing units.

Actions planned during the next year to address the needs to public housing

The City of West Des Moines does not own any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of West Des Moines does not own any public housing units.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of West Des Moines does not own any public housing units.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The West Des Moines Human Services works with homeless persons as they come into their office for assistance with food, clothing and financial assistance.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City offers a Rapid Re-Housing Program through Human Services to offer transitional housing services. The City does not have any emergency shelter beds.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City offers a Rapid Re-Housing Program through Human Services to offer transitional housing services. In addition, the City offers the Homeless Prevention Program to assist households with rent/mortgage payments as well as utilities to keep them in their housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of West Des Moines does provide a Homeless Prevention Program which assists with mortgage,

rent, and utilities to preserve someone's current housing situation.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of West Des Moines currently has a garage ordinance that requires a stall and a half garage to be built when a new house is constructed. Typically this does not have a negative impact on investment. The ordinance comes into play when working with Habitat for Humanity. The organization typically does not build garages for their homes. Through volunteers and a council member's fundraising efforts a garage was built, so that Habitat for Humanity could build a house in West Des Moines. As the garage ordinance has only affected one organization developing affordable housing in West Des Moines, it is unlikely the City will change the ordinance. If necessary, the City will again be creative in working with an organization and within the confines of the ordinance.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Housing Tomorrow is complete and a plan was made available April 2015. There are six principles of Housing Tomorrow: (1) Our region will offer a variety of housing choices for our diverse population; (2) Our region will preserve, maintain, and improve its existing housing inventory; (3) Our region will make strategic decisions about the location of new housing; (4) Our region will collaborate across sectors to address the impact of housing on community health and prosperity; (5) Our region will seek new resources for housing, and use existing resources responsibly; and (6) Our region will foster a dynamic community dialogue about housing.

Each principle has two strategies for accomplishment.

The City of West Des Moines completed a master plan for Historic West Des Moines. The plan was accepted by City Council on September 19, 2016. The Master Plan addresses community development, economic development, and housing in Historic West Des Moines. The Master Plan made recommendations of 19 items to be addressed. An Implementation Committee has been formed and is currently working to prioritize the 19 items and will begin work on the top items in July 2017.

The City of West Des Moines has a draft Housing Needs Assessment. It is currently (April 23, 2018 to June 6, 2018) available for public review and comment. The assessment includes nine program suggestions and 5 policy changes. City staff will work with City Council to prioritize the programs and how/when they might be funded.

Actions planned to foster and maintain affordable housing

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

Beginning in July 2016, the City began offering the Neighborhood Finance Corporation Program. This is a program available in select areas of the City. The program has been extremely well utilized by homeowners. The funding is almost gone and so the City Council allocated additional funds, \$200,000, to the program for fiscal year 2018-19.

The Greater Des Moines Habitat for Humanity has completed two Rock the Block events in Valley Junction, West Des Moines.

The City has led the redevelopment of Phenix Elementary School. The building, built in 1939, will be

converted into 17 apartments. Funding for the redevelopment has come from Iowa Economic Development Authority, Iowa Finance Authority, the City of West Des Moines, and Community Housing Initiatives, Inc. (the developer). The property was transferred to CHI in May 2017. It is anticipated the building will be leased beginning August 2018.

The City recently acquired a lot at 5 Hamilton Court. The existing house, which is beyond repair, will be razed. The lot, along with two the City already owned will be replatted into two buildable lots. The lots will be made available to a builder through an RFP for two affordable single family houses.

Actions planned to reduce lead-based paint hazards

The City will continue to offer the Metro Home Improvement Program for owner-occupied rehabilitation.

Actions planned to reduce the number of poverty-level families

The City will continue to work with economic development partners, in addition to private developers, to create an economic environment that will create more job opportunities in the area. The will in turn reduce the number of poverty level families.

The City continues to offer the Transit Pass Program which provides free use of the Des Moines Area Region Transit bus system.

Actions planned to develop institutional structure

The City will continue to work with partners in the area to maximize resources to enhance the institutional structure to address housing and non-housing community development needs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to offer the Metro Home Improvement Program, which is a partnership of 8 cities in Polk County. In addition, the City will work with non-profit agencies and developers to further the development and redevelopment of housing and social service programs in the City.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	8,034
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	8,034

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



Citizen Participation Plan 2020

Introduction

The City of West Des Moines is required by law to develop and follow detailed, written policies and procedures – a citizen participation plan – to involve the public, particularly low- and moderate-income people, in developing and implementing its Consolidated Plan and its integral components – annual action plans, annual performance reports, and amendments.

The Consolidated Plan is a five-year plan, describing the City’s development needs, resources, priorities, and proposed activities to be undertaken under certain U.S. Department of Housing and Urban Development (HUD) programs, including the Community Development Block Grant (CDBG) Program. The City of West Des Moines also prepares an Annual Action Plan describing the programs to be undertaken during one year. And lastly the City prepares the Consolidated Annual Performance Evaluation Report (CAPER) to describe the activities undertaken during a program year.

The City of West Des Moines believes involving the public is a vital part of the Consolidated Plan process. As such, they will provide the public opportunities to participate, and will consult with other public and private agencies providing assisted housing, health services, social services, child welfare agencies (regarding lead-based paint), adjacent local governments (for non-housing community development needs), and local housing authorities in planning and implementing the Consolidated Plan.

This plan provides information on:

- ⇒ Encouraging public participation
- ⇒ Publication of materials
- ⇒ Public hearings
- ⇒ Citizen comment procedures
- ⇒ Process for substantial amendments
- ⇒ Technical assistance provision
- ⇒ Anti-displacement plan
- ⇒ Complaint procedures
- ⇒ Access to information

In response to COVID-19, the City of West Des Moines has modified this Citizen Participation Plan to allow for quick response and changes to its CDBG allocation. The most significant change is going from a typical 30-day public comment period to a 5-day public comment period. This is allowable under a waiver granted by the U.S. Department of Housing and Urban Development (HUD). Also, during the public comment period, plans and amendments will be publicized on the City’s website and public comments may be made via email. The plans and amendments will not be available for in-person review at city buildings if those city buildings are closed to the public for public health reasons. If City buildings are open to the public, then copies of the plans and amendments will be available for in-person review. In addition, public

hearings at City Council for approval of such changes may be held through virtual meetings as necessary for public health reasons.

Encouraging Public Participation

The law (24 CFR 91.105) requires the citizen participation plan provide for and encourage public involvement, emphasizing participation by low- and moderate-income people – especially those living in low- and moderate-income neighborhoods. This participation is to occur as the Consolidated Plan, Annual Action Plan and CAPER are being developed, and if any substantial amendments to the documents are proposed. Additionally, the City will encourage minorities, non-English speaking people, and people with disabilities to participate by contacting groups and agencies that represent or serve these populations. Current program documents are in English only, however, if other languages are needed, please contact the Community and Economic Development Department.

The City will provide information to the local housing authorities to ensure that residents of participating in their programs are informed about the entire Consolidated Plan, Annual Action Plan, and CAPER process and their opportunities to participate.

Publication of Materials

The City of West Des Moines will provide program and policy information to stakeholders, including the general public, public and private agencies providing housing assistance, health services, social services, child welfare services, economic development services, job training and employment assistance services, the local housing authorities, and other interested parties. This information will include:

- The funding (grant funds and program income) the City expects to receive through the Community Development Block Grant Program and the estimated amount that will benefit low- and moderate-income people;
- The range of activities that may be undertaken, as well as activities previously funded;
- The City's process of developing the Consolidated Plan, Annual Action Plan, CAPER, and its components;
- The public's role in the program; and
- Other materials as needed to inform and educate the public about the programs.

The proposed and adopted Citizen Participation Plan, Consolidated Plan, Annual Action Plan, CAPER, as well as substantial amendments, will be accessible to the public on the City's website. While City buildings are closed, the plans and amendments will only be available for review on the City's website for public health safety.

A notice of the proposed Consolidated Plan, Annual Action Plan, CAPER, and substantial changes will be published in the Des Moines Register. The notice will describe the plan and/or amendment available for review.

Public Hearings

Notice of all public meetings will be published in the Des Moines Register and posted on the City's website, no less than 4 days prior to the public hearing.

Meeting information will be mailed (traditionally and/or electronically, or faxed) to stakeholders, including public and private agencies providing housing assistance, health services, social services, child welfare services, economic development services, job training and employment assistance services, neighborhood organizations, the local housing authorities, and other interested parties.

In addition, public hearings at City Council for approval of such plans and amendments may be held through virtual meetings as necessary for public health reasons.

Citizen Comment Procedures

Oral comments recorded at a public meeting and written, or emailed comments made during the Consolidated Plan, Annual Action Plan, and/or CAPER process will be accepted by the Community and Economic Development Department during the 5-day public comment period. The comment period associated with a specific activity will be published in the Des Moines Register and on the City's website. All comments will be considered, and all comments will receive a response. A summary of all comments and their responses will be explained to the City Council in the staff report. A summary of all comments will be attached to the final Consolidated Plan, Annual Action Plan and/or CAPER, as appropriate.

Process for Substantial Amendments

Amendments that fall under the definition of "substantial change" shall be subject to a 5-day public comment period. "Substantial change" shall be defined as:

- Any new activity;
- Any deletion of a budgeted activity;
- A 25 percent increase or decrease in an activity; or
- Any change in an activity's national objective designation.

West Des Moines has shorted the public comment period for substantial amendments to adequately respond to the COVID-19 pandemic in our community with CDBG funds. The shorted public comment period allows the City to deliver the funds into the community quicker.

A notice of a substantial amendment will be published in the Des Moines Register, followed by a 5-day public comment period.

All comments will be considered, and all comments will receive a response. All substantial changes must be presented to the City of West Des Moines City Council for action. A summary of all comments and their responses will be explained to the City Council in the staff report.

No amendments may be undertaken prior to the expiration of the public comment period.

Technical Assistance Provision

The Community and Economic Development Department will assist individual's representative of low- and moderate-income people interested in applying for funding for an activity. Requests for technical assistance must be made in writing, specifying the name of the individual requesting assistance, address, phone number and/or email address of a contact person; the nature of technical assistance requested; immediate problems and the reason for the request. The Community and Economic Development Department will determine the level and type of assistance provided.

Anti-displacement Plan

The City of West Des Moines will make all reasonable efforts to ensure that activities undertaken with CDBG Program funds will not cause unnecessary displacement. The City will administer the CDBG Programs in such a manner that careful consideration is given during the planning phase to avoid displacement. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

If the displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by the City of West Des Moines or an agent, all appropriate benefits as required by the Uniform Relocation Assistance and Real Property Acquisition Policies' Act of 1970 and amendments will be provided. The "Uniform Act" or the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) shall be provided to the displaced person or persons. Information about these programs will be provided to all persons who may potentially be displaced in the form of informational brochures on these programs and explained in detail by the City's staff.

Complaint Procedures

Complaints regarding the Community Development Block Grant Program will be answered by the Community and Economic Development Department staff in a timely and responsive manner. The staff will make every reasonable effort to provide written responses within 15 working days.

Access to Information

Program information and records are available upon request at the Community and Economic Development Department during normal business hours. Such documents include the following:

- All mailing and promotional materials;
- Records of public meetings;
- All key documents, including prior applications, letters of approval, grant agreements, the citizen participation plan, performance reports, evaluation reports, other reports required by the U.S. Department of Housing and Urban Development, the proposed and approved application for the current year;
- Copies of the regulations and issuances governing the program; and
- Documents regarding other important program requirements, such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements, and relocation provisions.

For more information or to submit comments about the programs:

Mail: Community and Economic Development Department
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265

Email: Christine.gordon@wdm.iowa.gov

Phone: 515-273-0770

Fax: 515-222-3640

City of West Des Moines



Outreach Policy for Minority and Women-Owned Business/Contractors 2020

Outreach Policy for Minority and Women-Owned Business/Contractors

The City of West Des Moines will:

- Work with minority and women leaders in the area to promote housing development and increase minority and female participation
- Help local housing developers develop outreach programs to attract minorities and females.
- Utilize the clearinghouse for solicitation of minority owned and female owned businesses
- Utilize non-profit and government organizations for the solicitation of minority owned and female owned businesses.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE CITY OF WEST DES MOINES' 2020-24 CONSOLIDATED PLAN/2020-21 ANNUAL ACTION PLAN, 2019-20 ANNUAL ACTION PLAN – AMENDED (CDBG-CV), 2018-19 ANNUAL ACTION PLAN – AMENDED, CITIZEN PARTICIPATION PLAN, OUTREACH POLICY FOR MINORITY AND WOMEN OWNED BUSINESSES FOR THE EXPENDITURE OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, the City of West Des Moines is an eligible Community Development Block Grant (CDBG) entitlement community;

WHEREAS, The City must develop a five-year Consolidated Plan and one-year Action Plan for community development programs to guide the investment of these CDBG funds;

WHEREAS, the City has prepared the 2020-24 Consolidated Plan/2020-21 Annual Action Plan, 2019-20 Annual Action Plan – Amended (CDBG-CV), 2018-19 Annual Action Plan – Amended, Citizen Participation Plan, and Outreach Policy for Minority and Women Owned Businesses through input from City staff and opportunity for public input through the public comment period of April 25, 2020 to April 29, 2020;

WHEREAS, the City has been allocated Community Development Block Grant Funds from the CARES Act in order to assist the community in response to COVID-19;

WHEREAS, the Annual Action Plan has been available for review by the public for five days, April 25, 2020 to April 29, 2020;

WHEREAS, the City of West Des Moines informed citizens of Plans through the City's website and publication in the newspaper of their opportunity to participate in the public comment period and public hearing;

THEREFORE, BE IT RESOLVED that the Council of the City of West Des Moines, Iowa hereby adopts the 2020-24 Consolidated Plan/2020-21 Annual Action Plan, 2019-20 Annual Action Plan – Amended (CDBG-CV), 2018-19 Annual Action Plan – Amended, Citizen Participation Plan, and Outreach Policy for Minority and Women Owned Businesses, dated May 4, 2020, and authorizes the Mayor to submit these plans to the United States Department of Housing and Urban Development, for their review and approval.

PASSED AND ADOPTED on May 4, 2020

Steven K. Gaer
Mayor

ATTEST:

Ryan Jacobson
City Clerk

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED May 5, 2020	Applicant Identifier
<input type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction		

5. APPLICANT INFORMATION

Legal Name: City of West Des Moines	Organizational Unit: Department: Community and Economic Development	
Organizational DUNS: 61-873-4032	Division:	
Address: Street: 4200 Mills Civic Parkway	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Clyde	
City: West Des Moines	Middle Name	
County: Polk, Dallas, Warren, Madison	Last Name Evans	
State: Iowa	Suffix:	
Country: USA	Email: clyde.evans@wdm.iowa.gov	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 2 - 6 0 0 5 3 5 9	Phone Number (give area code) 515-273-0770	Fax Number (give area code) 515-273-0603
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) C: Municipal Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Community Development Block Grant Program	9. NAME OF FEDERAL AGENCY: Housing and Urban Development	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: City of West Des Moines' Entitlement Community Development Block Grant Program	
13. PROPOSED PROJECT Start Date: July 1, 2020	Ending Date: June 30, 2021	14. CONGRESSIONAL DISTRICTS OF: a. Applicant 4th District
15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal \$ 326,883	a. Yes <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant \$	b. No <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
c. State \$	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local \$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
e. Other \$	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
f. Program Income \$	18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.	
g. TOTAL \$ 326,883	a. Authorized Representative	
	Prefix	First Name Steven
		Middle Name K.
	Last Name Gaer	Suffix
	b. Title Mayor	c. Telephone Number (give area code) 515-222-3550
	d. Signature of Authorized Representative	e. Date Signed

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled</td> </tr> <tr> <td>B. County</td> <td>Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Intermunicipal</td> <td>M. Profit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N. Other (Specify)</td> </tr> <tr> <td>H. Independent School District</td> <td>O. Not for Profit Organization</td> </tr> </table>	A. State	I. State Controlled	B. County	Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Intermunicipal	M. Profit Organization	G. Special District	N. Other (Specify)	H. Independent School District	O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled																		
B. County	Institution of Higher Learning																		
C. Municipal	J. Private University																		
D. Township	K. Indian Tribe																		
E. Interstate	L. Individual																		
F. Intermunicipal	M. Profit Organization																		
G. Special District	N. Other (Specify)																		
H. Independent School District	O. Not for Profit Organization																		
8.	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> 	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; padding: 2px;">Steve Gaer</div>	TITLE <div style="border: 1px solid black; padding: 2px;">Mayor</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">City of West Des Moines</div>	DATE SUBMITTED <div style="border: 1px solid black; padding: 2px; text-align: right;">05/05/2020</div>

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020, 2021, 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED May 5, 2020	Applicant Identifier
<input type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Pre-application		
5. APPLICANT INFORMATION			
Legal Name: City of West Des Moines		Organizational Unit: Department: Community and Economic Development	
Organizational DUNS: 61-873-4032		Division:	
Address: Street: 4200 Mills Civic Parkway		Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: West Des Moines		Prefix:	First Name: Clyde
County: Polk, Dallas, Warren, Madison		Middle Name	
State: Iowa	Zip Code 50265	Last Name Evans	
Country: USA		Suffix:	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 4 2 - 6 0 0 5 3 5 9		Email: clyde.evans@wdm.iowa.gov	
		Phone Number (give area code) 515-273-0770	Fax Number (give area code) 515-273-0603
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) A		7. TYPE OF APPLICANT: (See back of form for Application Types) C: Municipal Other (specify)	
Other (specify) CDBG-CV funds of \$192,295		9. NAME OF FEDERAL AGENCY: Housing and Urban Development	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Community Development Block Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: City of West Des Moines' Entitlement Community Development Block Grant Program	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of West Des Moines			
13. PROPOSED PROJECT Start Date: May 5, 2020		14. CONGRESSIONAL DISTRICTS OF: a. Applicant 4th District	
Ending Date: June 30, 2021		b. Project 4th District	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 192,295.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$.00	DATE:	
c. State	\$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$.00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
g. TOTAL	\$ 192,295.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix	First Name Steven	Middle Name K.	
Last Name Gaer		Suffix	
b. Title Mayor		c. Telephone Number (give area code) 515-222-3550	
d. Signature of Authorized Representative		e. Date Signed	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
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8.	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> 	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Steve Gaer	TITLE Mayor
APPLICANT ORGANIZATION City of West Des Moines	DATE SUBMITTED 05/05/2020

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Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2017, 2018, 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

DATE: May 4, 2020

ITEM:

Public Hearing (5:35 p.m.)
Valley Junction Business District Pavers & Sidewalk – Phase 1

FINANCIAL IMPACT:

The revised Engineering Estimate of Construction Cost for Phase 1 of the Valley Junction Business District Pavers & Sidewalk was estimated to be \$1,328,038.00. There were two (2) bids submitted with the low bid of \$1,631,014.80 being submitted by Minturn, Inc. of Brooklyn, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds, Valley Junction Alleys (Neighborhood Redevelopment category), and Parking Lot Repairs at Various City Facilities (Ongoing Maintenance category). Approximately \$670,700.00 was available in FY 19-20 and an additional \$450,000.00 was available in FY 20-21 specifically for Phase 1 construction (excluding professional services fees). An additional \$800,000.00 is available in FY 20-21 for Phase 2 construction.

BACKGROUND:

Phase 1 of the project consists of paver replacements, tree planter improvements, and adjacent sidewalk repairs along 5th Street from Railroad Avenue to Walnut Street (100-300 blocks); paver replacements and modifications within four (4) walkways connecting 5th Street to public parking lots near the alleys adjacent to 5th Street; and streetlight and telecommunications conduit improvements along 5th Street from Railroad Avenue to Walnut Street. Phase 2 of this project is being planned for 2021 to address the remainder of the pavers that are in need of replacement in the Valley Junction Business District, contingent upon funding availability. The proposed improvements have been thoroughly vetted with the Valley Junction Foundation Board, the Historic Valley Junction Implementation Committee, the Valley Junction Business Owners Group, business owners adjacent to the walkways, and engineering consultants who have been contracted by the Valley Junction Business Foundation to design lighting enhancements in the Valley Junction Business District. Engineering Services, Development Services, Public Services, Parks, City Manager's Office, and Community & Economic Development Staff were all involved throughout the design process. The project is being broken up into six (6) stages to minimize impacts to adjacent businesses and accommodate lighting for the area at all times. Sidewalks will mostly remain open to all businesses during construction. Heavy coordination with the businesses during construction will be necessary, especially in coordination with the Farmer's Market and other large events. The project is anticipated to be completed by September 30, 2020.

The low bid is approximately 23% higher (\$302,976.80) than the Engineer's Estimate. The receipt of only two bids may be indicative of the fact that this project could be very challenging with higher risks and potentially that contractors of this trade are reaching their maximum workload capacity for the construction season. It appears that decorative concrete paver banding, tree pit fence, signage, and relocation of power distribution equipment are amongst the top factors in the bids coming in higher than anticipated. The intense construction staging plan and other stipulations required for the Valley Junction Business District to function near normal operations during construction may also be factors in the higher than anticipated costs. Potentially rejecting all bids and rebidding the project later in the year most likely will not bring any lower bidding results. Another option considered would be to reject all bids and rebid in Spring 2021, but there are a lot of things already in place for

this construction to happen in 2020. Conversations with Minturn have revealed that they are ready to get started on the project soon, which given the current COVID-19 situation may be good timing with most of the businesses being closed or having limited hours. City Staff recommend awarding the construction contract to Minturn, seek to find savings in the project by possibly value engineering a few items, and utilize additional funding available in FY 20-21.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Valley Junction Business District Pavers & Sidewalk – Phase 1;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Minturn, Inc.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 24, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on April 6, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Valley Junction Business District Pavers & Sidewalk – Phase 1
Project No. 0510-014-2019**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this **4th** day of **May, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Valley Junction Business District Pavers & Sidewalk – Phase 1
Project No. 0510-014-2019**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and

WHEREAS, irregularities were noted on two of the bids that were received; and

WHEREAS, the irregularities noted were not substantive in nature; and

WHEREAS, the bid of Minturn, Inc. in the amount of \$1,631,014.80 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, waives the irregularities in the bids that were received.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Valley Junction Business District Pavers & Sidewalk – Phase 1 is hereby awarded to Minturn, Inc. in the amount of \$1,631,014.80 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this **4th** day of **May, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

HR GREEN, INC.
 5525 MERLE HAY RD., STE. 200
 JOHNSTON, IOWA 50131
 PH: 515-278-2913
 FAX: 515-278-1846



BID TABULATION
 Valley Junction Business District
 Pavers and Sidewalk – Phase 1
 West Des Moines, Iowa
 Project No. 0510-014-2019



Bid Date: April 29, 2020 - 2:00 P.M.
 HR Green Project No. 191264

UNIT	QUANTITY	Engineer's Opinion of Probable Cost		Minturn, Inc. 144 W. Front St. Brooklyn, IA 52211		Koester Construction 3050 SE Enterprise Drive, Suite A Grimes, IA 50111	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2.1	LS 1	\$ 28,400.00	\$ 28,400.00	\$ 30,000.00	\$ 30,000.00	\$ 7,583.00	\$ 7,583.00
2.2	LS 1	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,361.00	\$ 6,361.00
2.3	CY 185	\$ 120.00	\$ 22,200.00	\$ 45.00	\$ 8,325.00	\$ 62.95	\$ 11,645.75
2.1	CY 435	\$ 45.00	\$ 19,575.00	\$ 100.00	\$ 43,500.00	\$ 33.94	\$ 14,763.90
2.5	EA 2	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,569.47	\$ 5,138.94
4.1	LF 15	\$ 20.00	\$ 300.00	\$ 125.00	\$ 1,875.00	\$ 250.94	\$ 3,764.10
4.2	EA 1	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,100.00	\$ 4,100.00
5.1	EA 12	\$ 500.00	\$ 6,000.00	\$ 1,250.00	\$ 15,000.00	\$ 1,772.55	\$ 21,270.60
5.2	EA 4	\$ 1,000.00	\$ 4,000.00	\$ 4,500.00	\$ 18,000.00	\$ 3,667.83	\$ 14,671.32
5.3	EA 4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 1,162.52	\$ 4,650.08
7.1	LF 775	\$ 20.00	\$ 15,500.00	\$ 75.00	\$ 58,125.00	\$ 32.45	\$ 25,148.75
7.2	LF 590	\$ 30.00	\$ 17,700.00	\$ 40.00	\$ 23,600.00	\$ 36.71	\$ 21,658.90
7.3	LF 140	\$ 30.00	\$ 4,200.00	\$ 40.00	\$ 5,600.00	\$ 59.40	\$ 8,316.00
7.4	LF 10	\$ 35.00	\$ 350.00	\$ 130.00	\$ 1,300.00	\$ 214.48	\$ 2,144.80
7.5	SY 340	\$ 35.00	\$ 11,900.00	\$ 20.00	\$ 6,800.00	\$ 28.77	\$ 9,781.80
7.6	SY 2150	\$ 25.00	\$ 53,750.00	\$ 15.00	\$ 32,250.00	\$ 25.13	\$ 54,029.50
7.7	SY 3	\$ 70.00	\$ 210.00	\$ 150.00	\$ 450.00	\$ 576.42	\$ 1,729.26
7.8	SY 360	\$ 50.00	\$ 18,000.00	\$ 75.00	\$ 27,000.00	\$ 61.53	\$ 22,150.80
7.9	SY 2315	\$ 130.00	\$ 300,950.00	\$ 145.00	\$ 335,675.00	\$ 117.52	\$ 272,058.80
7.10	SF 10	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 245.03	\$ 2,450.30
7.11	LF 955	\$ 20.00	\$ 19,100.00	\$ 10.00	\$ 9,550.00	\$ 10.10	\$ 9,645.50
7.12	LF 410	\$ 20.00	\$ 8,200.00	\$ 10.00	\$ 4,100.00	\$ 12.15	\$ 4,981.50
7.13	LF 10	\$ 35.00	\$ 350.00	\$ 50.00	\$ 500.00	\$ 190.00	\$ 1,900.00
8.1	EA 4	\$ 7,500.00	\$ 30,000.00	\$ 20,000.00	\$ 80,000.00	\$ 8,411.71	\$ 33,646.84
8.2	EA 3	\$ 3,000.00	\$ 9,000.00	\$ 5,000.00	\$ 15,000.00	\$ 3,980.79	\$ 11,942.37
8.3	EA 14	\$ 500.00	\$ 7,000.00	\$ 1,250.00	\$ 17,500.00	\$ 991.38	\$ 13,879.32
8.4	EA 4	\$ 1,500.00	\$ 6,000.00	\$ 5,000.00	\$ 20,000.00	\$ 3,801.65	\$ 15,206.60
8.5	LS 1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,761.00	\$ 10,761.00
9.1	EA 9	\$ 700.00	\$ 6,300.00	\$ 430.00	\$ 3,870.00	\$ 698.91	\$ 6,290.19
9.2	EA 2816	\$ 20.00	\$ 56,320.00	\$ 4.00	\$ 11,264.00	\$ 4.16	\$ 11,714.56
9.3	EA 525	\$ 4.00	\$ 2,100.00	\$ 17.00	\$ 8,925.00	\$ 14.88	\$ 7,812.00
9.4	EA 9	\$ 500.00	\$ 4,500.00	\$ 500.00	\$ 4,500.00	\$ 359.16	\$ 3,232.44
9.5	EA 24	\$ 500.00	\$ 12,000.00	\$ 500.00	\$ 12,000.00	\$ 208.01	\$ 4,992.24
9.6	EA 26	\$ 500.00	\$ 13,000.00	\$ 500.00	\$ 13,000.00	\$ 203.29	\$ 5,285.54
9.7	EA 3	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00	\$ 545.87	\$ 1,637.61
9.8	EA 21	\$ 250.00	\$ 5,250.00	\$ 250.00	\$ 5,250.00	\$ 149.56	\$ 3,140.76
9.9	LF 560	\$ 50.00	\$ 28,000.00	\$ 150.00	\$ 84,000.00	\$ 107.29	\$ 60,082.40
9.10	EA 43	\$ 50.00	\$ 2,150.00	\$ 50.00	\$ 2,150.00	\$ 89.24	\$ 3,837.32
9.11	CY 30	\$ 80.00	\$ 2,400.00	\$ 38.00	\$ 1,140.00	\$ 140.75	\$ 4,222.50
9.12	LF 4200	\$ 2.50	\$ 10,500.00	\$ 1.50	\$ 6,300.00	\$ 1.91	\$ 8,022.00
9.13	LF 4200	\$ 0.50	\$ 2,100.00	\$ 0.25	\$ 1,050.00	\$ 0.57	\$ 2,394.00
9.14	EA 13	\$ 200.00	\$ 2,600.00	\$ 175.00	\$ 2,275.00	\$ 330.81	\$ 4,300.53
9.15	EA 13	\$ 50.00	\$ 650.00	\$ 25.00	\$ 325.00	\$ 140.17	\$ 1,822.21
9.16	LF 112	\$ 10.00	\$ 1,120.00	\$ 7.00	\$ 784.00	\$ 102.64	\$ 11,495.68
11.1	LS 1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,193.00	\$ 19,193.00
11.2	EA 46	\$ 250.00	\$ 11,500.00	\$ 425.00	\$ 19,550.00	\$ 1,214.86	\$ 55,883.56
11.3	EA 11	\$ 2,500.00	\$ 27,500.00	\$ 2,568.00	\$ 28,248.00	\$ 7,047.55	\$ 77,523.05
11.4	EA 57	\$ 350.00	\$ 19,950.00	\$ 612.00	\$ 34,884.00	\$ 2,550.14	\$ 145,357.98
11.5	EA 57	\$ 1,750.00	\$ 99,750.00	\$ 722.00	\$ 41,154.00	\$ 2,319.90	\$ 132,234.30
11.6	EA 46	\$ 4,500.00	\$ 207,000.00	\$ 4,967.00	\$ 228,482.00	\$ 5,995.18	\$ 275,178.26
11.7	EA 35	\$ 400.00	\$ 14,000.00	\$ 900.00	\$ 31,500.00	\$ 650.10	\$ 22,753.50
11.8	EA 17	\$ 1,100.00	\$ 18,700.00	\$ 1,800.00	\$ 30,600.00	\$ 753.45	\$ 12,808.65
11.9	LF 11370	\$ 6.00	\$ 68,220.00	\$ 4.50	\$ 51,165.00	\$ 3.72	\$ 42,296.40

Bid Date: April 29, 2020 - 2:00 P.M.
 HR Green Project No. 191264

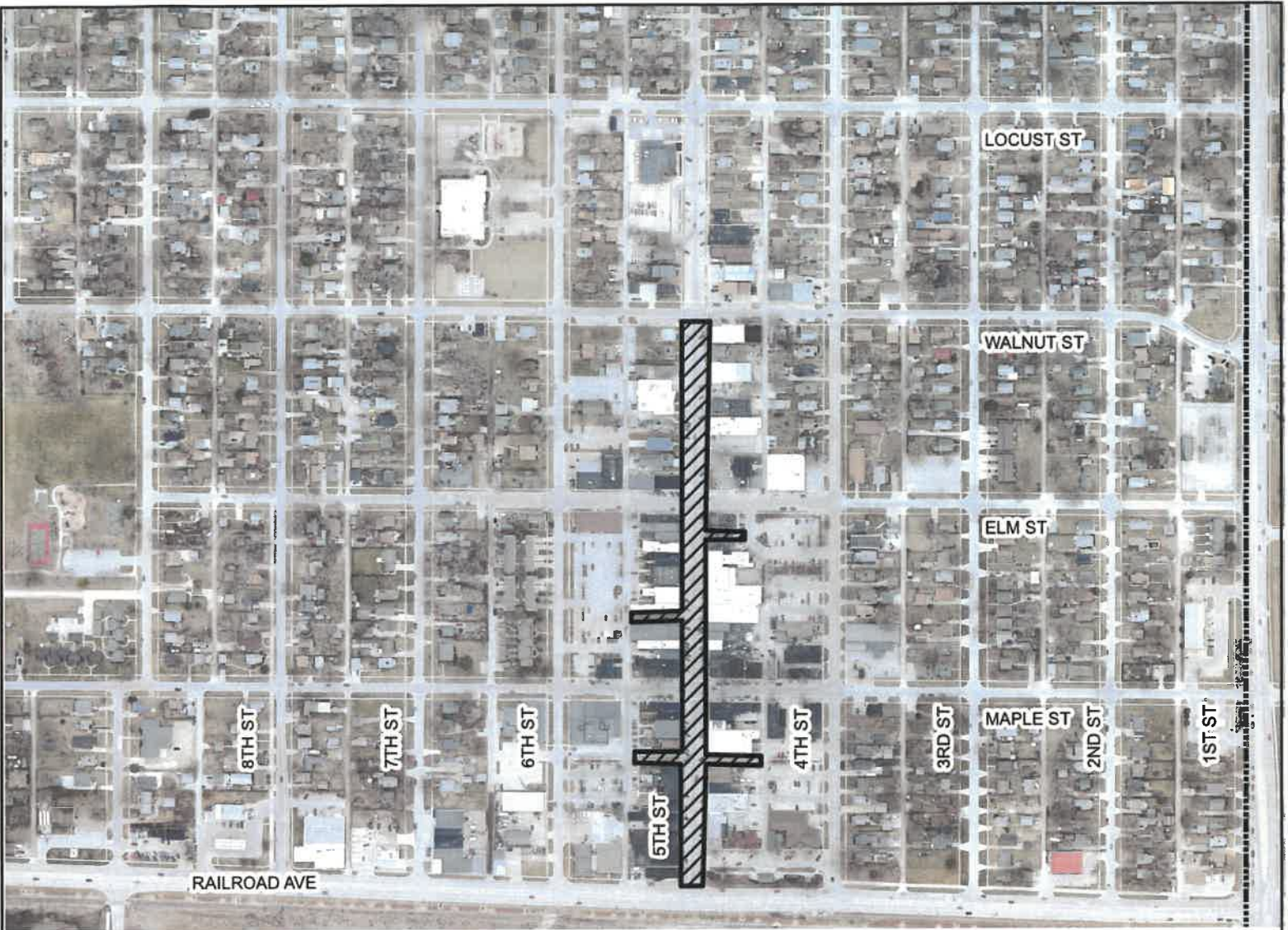
UNIT	QUANTITY	Engineer's Opinion of Probable Cost		Minturn, Inc. 144 W. Front St. Brooklyn, IA 52211		Koester Construction 3050 SE Enterprise Drive, Suite A Grimes, IA 50111	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
11.10	CONDUIT, 1 IN. PVC	\$ 6.50	\$ 2,795.00	\$ 6.00	\$ 2,580.00	\$ 13.68	\$ 5,882.40
11.11	CONDUIT, 1-1/4 IN. PVC	\$ 7.00	\$ 2,485.00	\$ 5.50	\$ 1,952.50	\$ 14.63	\$ 5,193.65
11.12	CONDUIT, 2 IN. PVC	\$ 7.50	\$ 562.50	\$ 6.00	\$ 450.00	\$ 66.34	\$ 4,975.50
11.13	BORING, FOR CONDUIT	\$ 12.00	\$ 2,640.00	\$ 13.00	\$ 2,860.00	\$ 48.81	\$ 10,738.20
11.14	CONDUCTOR, #10 AWG, INSULATED	\$ 0.90	\$ 15,925.50	\$ 1.02	\$ 18,048.90	\$ 1.13	\$ 19,995.35
11.15	CONDUCTOR, #8 AWG, INSULATED	\$ 1.00	\$ 8,705.00	\$ 1.08	\$ 9,401.40	\$ 1.71	\$ 14,885.55
11.16	CONDUCTOR, #4 AWG, INSULATED	\$ 2.30	\$ 2,346.00	\$ 1.35	\$ 1,377.00	\$ 7.28	\$ 7,425.60
11.17	CONDUCTOR, #3/0 AWG, INSULATED	\$ 5.50	\$ 1,320.00	\$ 3.00	\$ 720.00	\$ 13.48	\$ 3,235.20
11.18	CONDUCTOR, #10 AWG, BARE	\$ 0.80	\$ 6,736.00	\$ 0.90	\$ 7,578.00	\$ 1.22	\$ 10,272.40
11.19	CONDUCTOR, #8 AWG, BARE	\$ 0.90	\$ 63.00	\$ 1.00	\$ 70.00	\$ 32.91	\$ 2,303.70
11.20	CONDUCTOR, #6 AWG, BARE	\$ 1.50	\$ 765.00	\$ 1.10	\$ 561.00	\$ 6.71	\$ 3,422.10
11.21	RELOCATE POWER DIST. CABINET 'B'	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00	\$ 12,698.00	\$ 12,698.00
11.22	POWER DIST. CABINET 'C' MODIFICATIONS	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,680.00	\$ 3,680.00
11.23	POWER DIST. CABINET 'D' MODIFICATIONS	\$ 1,600.00	\$ 1,600.00	\$ 20,000.00	\$ 20,000.00	\$ 6,947.00	\$ 6,947.00
11.24	POWER DIST. CENTER 'E' MODIFICATIONS	\$ 1,200.00	\$ 1,200.00	\$ 20,000.00	\$ 20,000.00	\$ 4,089.00	\$ 4,089.00
11.25	RESET EXISTING POWER PEDESTAL	\$ 200.00	\$ 400.00	\$ 800.00	\$ 1,600.00	\$ 3,619.22	\$ 7,238.44
11.26	COMMUNICATION RACEWAY, INCLUDING BORING	\$ 20.00	\$ 31,200.00	\$ 20.00	\$ 31,200.00	\$ 29.98	\$ 46,768.80
11.27	CONCRETE WASHOUT	\$ 4,000.00	\$ 4,000.00	\$ 600.00	\$ 600.00	\$ 3,672.00	\$ 3,672.00
Total			\$ 1,328,038.00		\$ 1,631,014.80		\$ 1,712,914.32

Mathematical summation error in bid total on proposal form. Total Bid as read \$1,630,369.80.

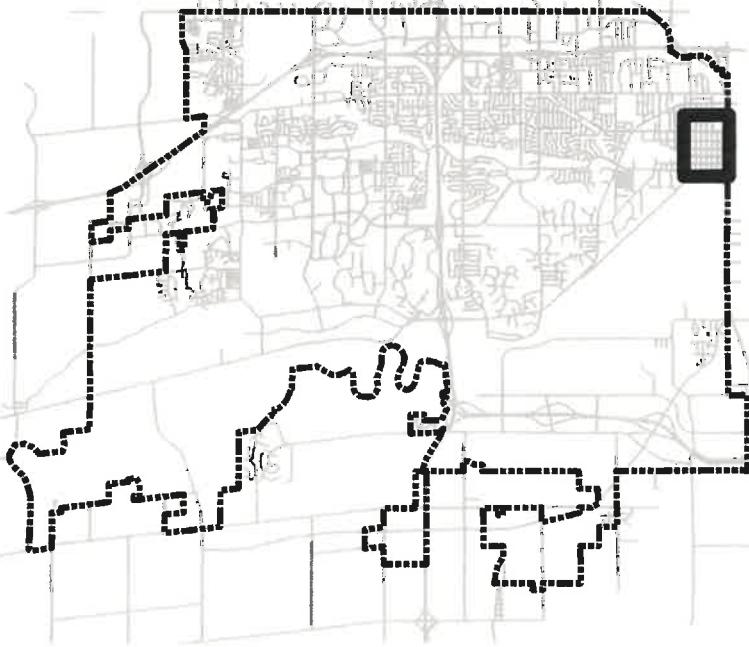
Multiplication errors on proposal form. Total Bid as read \$1,712,757.00.

I hereby certify that this is a true and correct tabulation of bids received April 29, 2020 for Valley Junction Business District, West Des Moines, Iowa - Project No. 0510-014-2019


 Casey R. Patch, P.E., License No. 20644
 Date 4/29/2020



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Valley Junction Business District Pavers and Sidewalk

LOCATION:

Exhibit "A"

DRAWN BY: RLC

DATE: 9/11/2019

PROJECT NUMBER/NAME: 0510-014-2019

SHT. 1 of 1

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

DATE: May 4, 2020

ITEM:

Public Hearing (5:35 p.m.)
Public Safety Station #22 Roof Replacement

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$185,000.00 for the Public Safety Station #22 Roof Replacement. There were seven (7) bids submitted with the low bid of \$135,750.00 being submitted by Central States Roofing of Ames, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Fund Reserves with Contributions from the City of Clive.

BACKGROUND:

The project consists of the removal of existing ballasted roofing material and roof membrane, installation of a new roof membrane, insulation, and metal trim at Public Safety Station #22 located at 1801 68th Street. Due to economies of scale, similar work will be performed as part of this project at the Sheraton Lift Station at 1820 50th Street. The project is anticipated to be completed by July 31, 2020.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Public Safety Station #22 Roof Replacement;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Central States Roofing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 24, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	April 27, 2020		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on April 6, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Public Safety Station #22 Roof Replacement
Project No. 0510-018-2019**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this 4th day of May, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Public Safety Station #22 Roof Replacement
Project No. 0510-018-2019**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and

WHEREAS, the bid of Central States Roofing in the amount of \$135,750.00 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Public Safety Station #22 Roof Replacement is hereby awarded to Central States Roofing in the amount of \$135,750.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED on this 4th day of May, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CERTIFIED BID TABULATION SHEET
Public Safety Station #22 Roof Replacement
West Des Moines, Iowa - Project No. 0510-018-2019



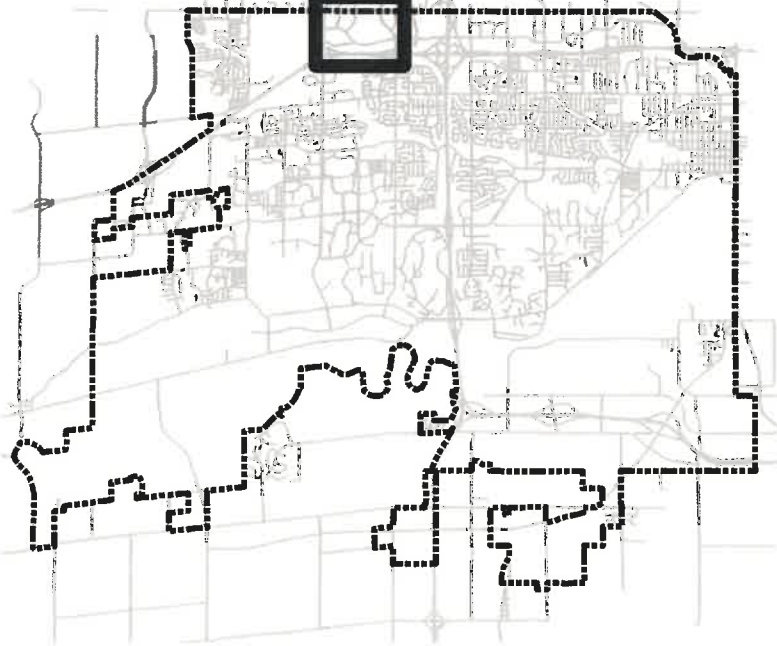
Wednesday, April 29, 2020 @ 2:00 p.m.

CONTRACTOR	Bid Sec.	Add.	Add.	BASE BID
	10%	1	2	
Central States Roofing Ames, IA	X	X	X	\$135,750.00
Academy Roofing & Sheet Metal Co Des Moines, IA	X	X	X	\$157,200.00
Blackhawk Roof Company Cedar Falls, IA	X	X	X	\$169,340.00
Brockway Mechanical & Roofing Co Des Moines, IA	X	X	X	\$172,850.00
For Sure Roofing & Sheet Metal Des Moines, IA	X	X	X	\$199,979.00
JR Roofing Le Mars, IA	X	X	X	\$201,022.00
McKinnis Inc. Blair, NE	X	X	X	\$254,392.00
Farnsworth Group Estimate				\$185,000.00

	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.</p>
	<p style="text-align: center;"> <u>Kristofer J. Orth</u> Date: <u>04/29/2020</u> </p> <p> License Number: <u>05422</u> My license renewal date is June 30 <u>2021</u> Document(s) covered: <u>Certified Bid Tab</u> Date Issued: <u>04/29/2020</u> </p>



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Public Safety Station #22 Roof Replacement

LOCATION:

1801 68th Street

DRAWN BY: JDR

DATE: 8/9/2019

PROJECT NUMBER/NAME: 0510-018-2019

SHT. 1 of 1

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

Date: May 4, 2020

ITEM Dave & Buster's, 170 S. Jordan Creek Parkway – Approve Preliminary Plat to subdivide property into one commercial lot and Approve Site Plan to construct a building pad for a 22,600 square foot Dave & Buster's Building – Brookfield Properties Retail – PP-004654-2020/SP-004660-2020

RESOLUTION: Approval of Preliminary Plat and Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Brookfield Properties Retail, on behalf of the owner, Jordan Creek Town Center, LLC, requests approval of a preliminary plat to subdivide property on the Jordan Creek Town Center site to create an approximately 37,000 square foot commercial lot for the development of a Dave & Buster's entertainment facility. This lot will be located on the east side of the Jordan Creek Town Center pond, north of the Residence Inn hotel. The proposed lot will be leased by Dave & Buster's. Also requested is approval of a site plan to allow construction of a building pad for a 22,600 square foot building along with parking lot modifications and landscaping within the parking lot. Brookfield will only be undertaking the site work; Dave & Buster's will be overseeing the actual building design and construction. Details on the architecture and site landscaping and foundation plantings will be part of a subsequent site plan. Pursuant to the provision established for approval of site plans within the Jordan Creek Town Center, staff will send information on the subsequent site plan to the Plan and Zoning Commission and City Council for their review. If two or more reviewers have concerns, the architecture site plan will be presented at a regular Commission and Council meeting. If no concerns are expressed, staff has authority to approve the site plan.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: April 27, 2020

Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat and Site Plan Requests

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning, April 6, 2020*
- Staff Review and Comments
 - *Building Elevations*
 - *Grease Interceptors*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Preliminary Plat to subdivide the property into one lot for commercial development and approve the Site Plan to allow construction of a building pad for the future construction of a 22,600 square foot entertainment facility along with parking lot modifications and landscaping, subject to the applicant meeting all City Code requirements and the following:

1. This approval only allows for issuance of a building permit for footings and foundation and private utilities. No above ground building construction is permitted on the site until the building elevations and foundation landscaping are approved by the City.
2. Grease interceptor locations and connections are not approved with this review. The grease interceptor locations and connections will be reviewed with the building elevations and foundation landscaping review.

Lead Staff Member: Brian Portz, AICP

Staff Reviews:

Department Director	
Appropriations/Finance	JJA
Legal	DS
Agenda Acceptance	BP

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	April 6, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Preliminary Plat (For illustrative purposes only – Approved plans in file)
 - Attachment D - Site Plans (For illustrative purposes only – Approved plans in file)
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: April 27, 2020

Item: Dave & Buster's, 170 S. Jordan Creek Parkway – Approve Preliminary Plat to subdivide property into one commercial lot and Approve Site Plan to construct a building pad for a 22,600 square foot Dave & Buster's Building – Brookfield Properties Retail – PP-004654-2020/SP-004660-2020

Requested Action: Recommend Approval of a Preliminary Plat and Approval of a Site Plan

Case Advisor: Brian Portz, AICP

Applicant's Request: The property owner, Brookfield Properties Retail, requests approval of a preliminary plat to subdivide property on the Jordan Creek Town Center site to create an approximately 37,000 square foot commercial lot for the development of a Dave & Buster's entertainment facility. The proposed lot will be leased by Dave & Buster's. Also requested is approval of a site plan to construct a building pad for a 22,600 square foot building along with parking lot modifications and landscaping within the parking lot. This lot will be located on the east side of the Jordan Creek Town Center pond, north of the Residence Inn hotel. Brookfield will only be undertaking the site work; Dave & Buster's will be overseeing the actual building design and construction.

History: The property to be subdivided is located within the parking lot of the Jordan Creek Town Center, east of the pond on the property. This property was originally platted in 2003 as the Jordan Creek Town Center Plat 1. Construction on the Jordan Creek Town Center site began in 2002.

City Council Subcommittee: This item was presented to the Development & Planning City Council Subcommittee at their April 6, 2020 meeting, as an informational item only. No discussion was had and no disagreement with the proposal was expressed.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following key points of interest:

- **Building Elevations:** Dave & Buster's will be coming forward at a later date for review of the building elevation and landscaping around the building. This review will be completed by staff and since this property is located within the Jordan Creek Town Center, the building elevations and building foundation landscaping can be approved administratively by staff as long as all City Code requirements are met. A condition of approval is recommended that this approval only allows for issuance of a building permit for footings and foundation and private utilities, pending submittal, review and approval of the building elevations and landscaping around the building.
- **Grease Interceptors:** Grease interceptors are noted on the site plan as "by tenant." The grease interceptor location and connections are the responsibility of Dave & Buster's and will be reviewed as a part of the Dave & Buster's submittal that is forthcoming. The property owner will be installing a 6" sanitary service from the existing main to the building

pad. A condition of approval is recommended that the grease interceptor locations and connections be reviewed with the Dave & Buster's submittal.

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

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation and Conditions of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Preliminary Plat to subdivide the property into one lot for commercial development and approve a site plan to allow construction of a building pad for the future construction of a 22,600 square foot entertainment facility along with parking lot modifications and landscaping, subject to the applicant meeting all City Code requirements and the following:

1. This approval only allows for issuance of a building permit for footings and foundation and private utilities. No above ground building construction is permitted on the site until the building elevations and foundation landscaping are approved by the City.
2. Grease interceptor locations and connections are not approved with this review. The grease interceptor locations and connections will be reviewed with the building elevations and foundation landscaping review.

Property Owner: Jordan Creek Town Center, LLC (aka Brookfield Properties Retail)
350 N. Orleans Street, Suite 350
Chicago, IL 60654
James.varsamis@brookfieldpropertiesretail.com

Applicant's Representatives:
Shive Hattery
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
kscallon@shive-hattery.com

ATTACHMENTS:

Attachment A -	Plan and Zoning Commission Resolution
Exhibit A -	Conditions of Approval
Attachment B -	Location Map
Attachment C -	Preliminary Plat
Attachment D -	Site Plans

RESOLUTION NO. PZC-20-015

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, IOWA, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE DAVE & BUSTER'S PRELIMINARY PLAT (PP-004654-2020) AND SITE PLAN FOR THAT PROPERTY LOCATED AT 170 S. JORDAN CREEK PARKWAY

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner, Brookfield Properties Retail, has requested approval of a Preliminary Plat to subdivide the property into one lot for commercial development and approval of a site plan to allow installation of utilities and construction of a building pad for the future construction of a 22,600 square foot entertainment facility along with parking lot modifications and landscaping for that property located at 170 S. Jordan Creek Parkway; and

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

WHEREAS, on April 27, 2020, this Commission held a duly-noticed meeting to consider the Dave & Buster's Preliminary Plat (PP-004654-2020) and Site Plan (SP-004660-2020).

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

SECTION 1. The findings, for approval, in the staff report, dated April 27, 2020, or as amended orally at the Plan and Zoning Commission hearing of April 27, 2020, are adopted.

SECTION 2. PRELIMINARY PLAT (PP-004654-2020) and SITE PLAN (SP-004660-2020) to subdivide the property into one lot for commercial development and approval of a site plan to allow installation of private utilities, construction of a building pad and parking lot modifications and landscaping is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated April 27, 2020, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on April 27, 2020.

Erica Andersen

Erica Andersen, Chair
Plan and Zoning Commission

ATTEST: *Jennifer Canaday*
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on April 27, 2020, by the following vote:

AYES: Andersen, Conlin, Costa, Crowley, Drake, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:



Recording Secretary

Exhibit A
Conditions of Approval

1. This approval only allows for issuance of a building permit for footings and foundation and private utilities. No above ground building construction is permitted on the site until the building elevations and foundation landscaping are approved by the City.
2. Grease interceptor locations and connections are not approved with this review. The grease interceptor locations and connections will be reviewed with the building elevations and foundation landscaping review.



Dave & Buster's



1: 3,254

542.3 Feet

271.14

542.3

Legend

- Addresses
- Corporate Limits
- Parcels



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

PRELIMINARY PLAT OF LOT 18 JORDAN CREEK TOWN CENTER REPLAT 1 BROOKFIELD PROPERTIES RETAIL 101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50266

PROPERTY OWNER/APPLICANT	ENGINEER
BROOKFIELD PROPERTIES RETAIL ATTN: JAMES VARSAMIS 350 N. ORLEANS ST, STE 300 CHICAGO, IL 60654 PHONE: 312-960-5544	SHIVE-HATTERY, INC. ATTN: KELSEY SCALLON 4125 WESTOWN PARKWAY WEST DES MOINES, IA 50269 PHONE: 515-223-8104
	LAND AREA
	LOT 19 - 37,375 SF (0.858 AC)

LEGAL DESCRIPTION
PROPOSED LOT 19 JORDAN CREEK TOWN CENTER PLAT 1 - REPLAT 1

COMPREHENSIVE LAND USE
EXISTING: TOWN CENTER COMMERCIAL
PROPOSED: TOWN CENTER COMMERCIAL

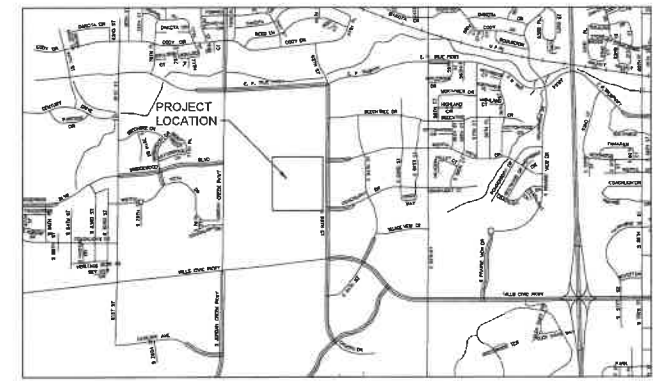
ZONING
EXISTING: JORDAN CREEK TOWN CENTER PUD
PROPOSED: JORDAN CREEK TOWN CENTER PUD

FLOOD PLAIN NOTE
ACCORDING TO THE FLOOD INSURANCE RATE MAP - PANEL NUMBERS 1902310310F, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2019, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS TO BE OUTSIDE 500 YEAR FLOOD PLAIN), TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

BENCHMARKS
WDM BENCHMARK #35 - INTERSECTION OF MILLS CIVIC PARKWAY (335TH STREET, DALLAS COUNTY) AND SOUTH 88TH STREET (X AVENUE, DALLAS COUNTY), NORTHEAST CORNER OF INTERSECTION, 206 FEET EAST OF CENTERLINE OF SOUTH 88TH STREET, 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY, 2 FEET SOUTH OF THE FENCE LINE. STANDARD BENCHMARK
ELEVATION = 219.04 CITY DATUM (993.05 NAVD88)
WDM BENCHMARK #124 - INTERSECTION OF JORDAN CREEK PARKWAY AND MILLS CIVIC PARKWAY, 169 ± FEET EAST OF THE WEST END OF MEDIAN, IN THE CENTER OF 6 FEET GRASS MEDIAN IN MILLS CIVIC PARKWAY, 17 ± FEET WEST OF THE ANGLE POINT IN THE CURB FOR THE WESTBOUND TURN LANE. STANDARD BENCHMARK
ELEVATION = 203.65 CITY DATUM (977.66 NAVD88)

ADJACENT LANDOWNERS
LOT 1 - JORDAN CREEK ANCHOR ACQUISITION, LLC
LOT 2-3, 9-17, OUTLOT 4-5 - JORDAN CREEK TOWN CENTER, LLC
LOT 4 - THE HIGBEE COMPANY
LOT 5 - WMM-WDM INVESTORS, LLC

IMPERVIOUS AREA CALCULATIONS
LOT 18:
5,860 SF IMPERVIOUS AREA REMOVED
PROPOSED LOT 19:
EXISTING IMPERVIOUS AREA = 36,599 SF
PROPOSED IMPERVIOUS AREA = 30,390 SF
6,209 SF IMPERVIOUS AREA REMOVED



VICINITY MAP

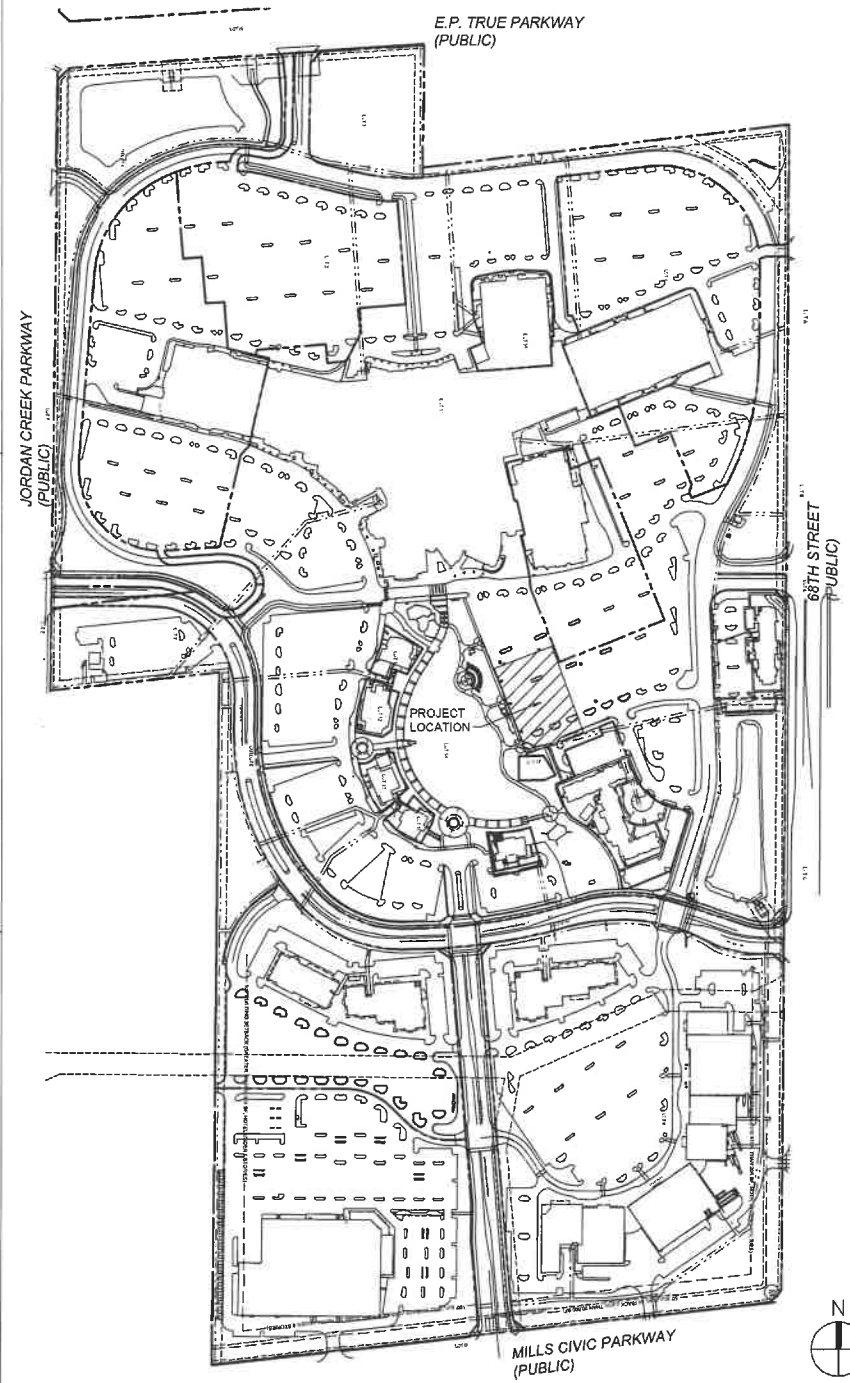
CIVIL ENGINEER

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Printed or typed name: KELSEY A. SCALLON
License Number: 25051
My License Renewal Date is: DECEMBER 31, 2021
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:
ALL SHEETS

GENERAL NOTES

- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC.; THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF EXISTENCE OF, AND THE DETERMINATION OF THE EXACT LOCATION OF, UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR(S).
- NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
- IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
- THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
- PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
- MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
- SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
- ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
- REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.
- CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
- ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
- REPAIR OR REPLACE EXISTING FACILITIES (CURBS, PAVEMENT, PAVEMENT MARKINGS, UTILITIES, ETC.) TO REMAIN, AT NO ADDITIONAL EXPENSE TO THE OWNER.
- WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AS REQUIRED BY OWNER'S REPRESENTATIVE AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE OWNER'S REPRESENTATIVE, WORK DONE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT PRIOR AUTHORIZATION.
- ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
- ALL DIMENSIONS TO BACK-OF-CURBS UNLESS NOTED OTHERWISE.
- EROSION CONTROL MEASURES SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION TO MEET REQUIREMENTS OF ALL REGULATORY AGENCIES.
- CONTRACTOR TO COORDINATE ANY GRADE ADJUSTMENTS WITH THE DESIGN ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ACCESS TO ADJACENT PROPERTIES THROUGHOUT CONSTRUCTION. ANY WORK ON A PUBLIC STREET OR ALLEY THAT REQUIRES CLOSURE WILL REQUIRE A CLOSURE NOTICE SUBMITTED TO WEST DES MOINES PUBLIC WORKS 48 HOURS IN ADVANCE.
- ALL EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINAL FINISH GRADES.
- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W. / EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS, AND WDM ADDENDUMS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W. / EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWER AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS / AGREEMENTS AND APPLICABLE PERMITS.
- STRIP TOPSOIL AND SOD FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT. RESPREAD TOPSOIL AND BACKFILL TO TOP OF CURB OR EDGE OF PAVEMENT. COMPACT BACKFILL TO PREVENT SETTLING.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED IN THIS PROJECT - EXCAVATION, BROKEN CONCRETE, ETC. NO PAYMENT SHALL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES.
- ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.
- ANY NEW ROOFTOP MECHANICAL EQUIPMENT MUST BE SCREENED FROM STREET LEVEL VIEW.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS
- DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".
- ALL SIGNING, PAVEMENTS MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES ON ALL STREETS (PRIVATE AND PUBLIC) SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

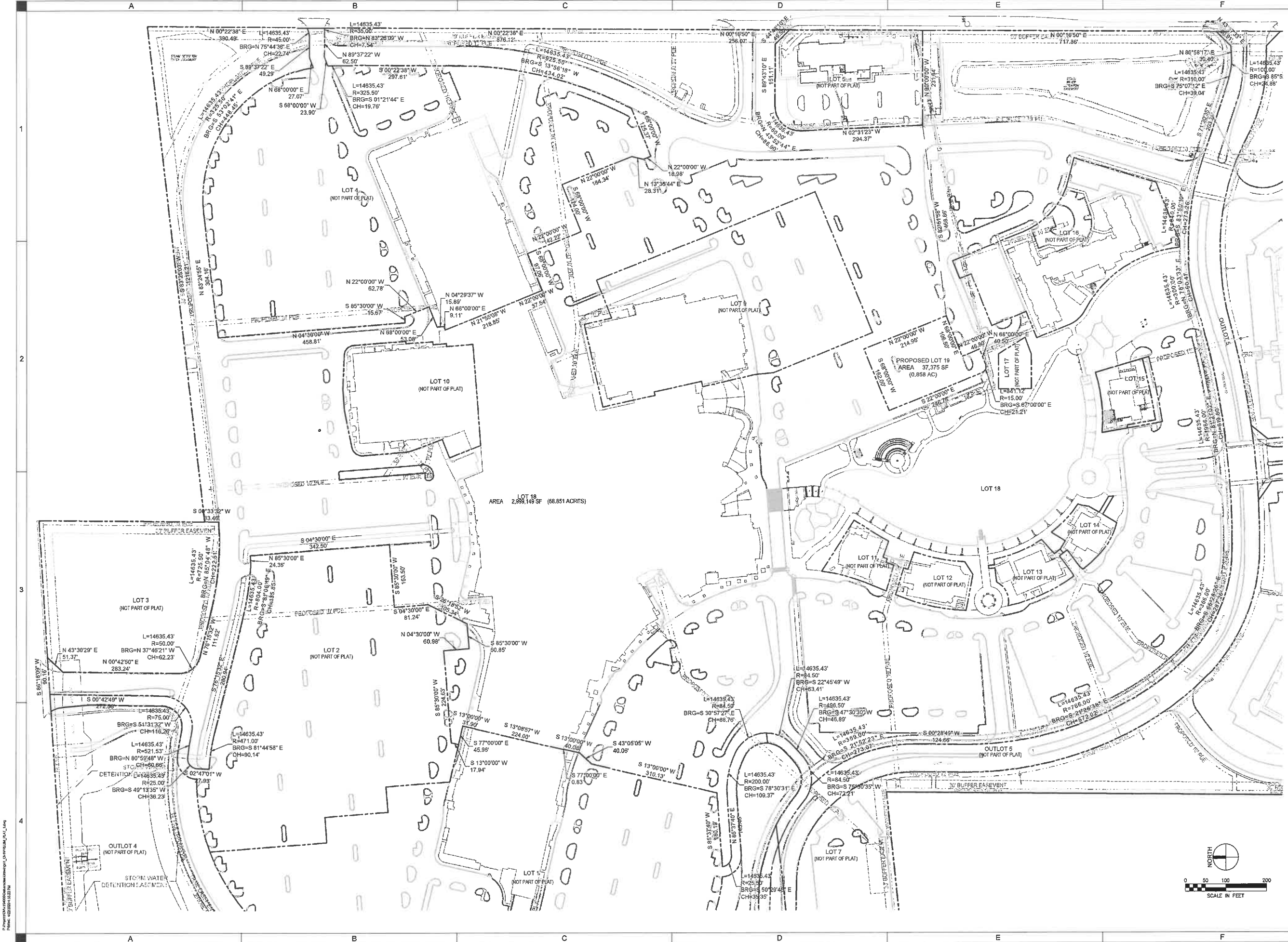


SHIVE-HATTERY
ARCHITECTURE & ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa
515-223-8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

PRELIMINARY PLAT OF LOT 18
JORDAN CREEK TOWN CENTER REPLAT 1
BROOKFIELD PROPERTIES RETAIL
101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50266

DRAWN: EBR	APPROVED: KAS
ISSUED FOR: CITY APPROVAL	
DATE: 2020-04-22	
PROJECT NO: 4184000	
FIELD BOOK: -	
CLIENT NO:	

COVER SHEET



PROJECT NO. 415889
DATE: 2020-04-22
DRAWN BY: [unreadable]
ISSUED FOR: CITY APPROVAL
FIELD BOOK: [unreadable]
CLIENT NO: [unreadable]

SHIVEHATTERY
ARCHITECTURAL ENGINEERING
4125 Western Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.233.8104 | www.shivehattery.com
Iowa | Illinois | Indiana

**PRELIMINARY PLAT OF LOT 18
JORDAN CREEK TOWN CENTER REPLAT 1**

BROOKFIELD PROPERTIES RETAIL
101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50266

PRELIMINARY PLAT

LEGEND	
GENERAL SITE	
[Symbol]	PROPOSED BUILDING
[Symbol]	HANDICAPPED PARKING
[Symbol]	DECIDUOUS TREE
[Symbol]	CONIFEROUS TREE
[Symbol]	SINGLE POLE SIGN
[Symbol]	TREE LINE
[Symbol]	EXISTING MINOR CONTOUR
[Symbol]	EXISTING MAJOR CONTOUR
[Symbol]	PROPOSED MINOR CONTOUR
[Symbol]	PROPOSED MAJOR CONTOUR
[Symbol]	LIGHT DUTY PAVING
[Symbol]	PCC SIDEWALK PAVING

LEGEND	
UTILITIES	
[Symbol]	FIRE HYDRANT
[Symbol]	UTILITY END CAP
[Symbol]	VALVE
[Symbol]	CABLE TV PEDESTAL
[Symbol]	CLEANOUT
[Symbol]	MANHOLE
[Symbol]	EXISTING STORM MANHOLE
[Symbol]	EXISTING SANITARY MANHOLE
[Symbol]	TELEPHONE MANHOLE
[Symbol]	TELEPHONE PEDESTAL
[Symbol]	VAULT BOX
[Symbol]	HANDHOLE
[Symbol]	GAS METER
[Symbol]	ELECTRIC METER
[Symbol]	LIGHT POLE
[Symbol]	TRANSFORMER
[Symbol]	WATER METER
[Symbol]	EXISTING CURB INLET
[Symbol]	EXISTING INTAKE - CIRCLE
[Symbol]	PROPOSED INLET

LEGEND	
SURVEY	
[Symbol]	BENCH MARK
[Symbol]	IRON ROD - FOUND
[Symbol]	IRON ROD - SET
[Symbol]	MONUMENT FOUND
[Symbol]	X CUT FOUND

LEGEND		
UTILITY LINES		
EXISTING LINE TYPE	DESCRIPTION	PROPOSED LINE TYPE
[Symbol]	ELECTRIC - UNDERGROUND	[Symbol]
[Symbol]	GAS MAIN	[Symbol]
[Symbol]	WATER MAIN	[Symbol]
[Symbol]	SANITARY SEWER	[Symbol]
[Symbol]	STORM SEWER	[Symbol]
[Symbol]	SUBDRAIN	[Symbol]
[Symbol]	TELEPHONE - UNDERGROUND	[Symbol]
[Symbol]	CABLE LINE - UNDERGROUND	[Symbol]
[Symbol]	FIBER OPTICS	[Symbol]

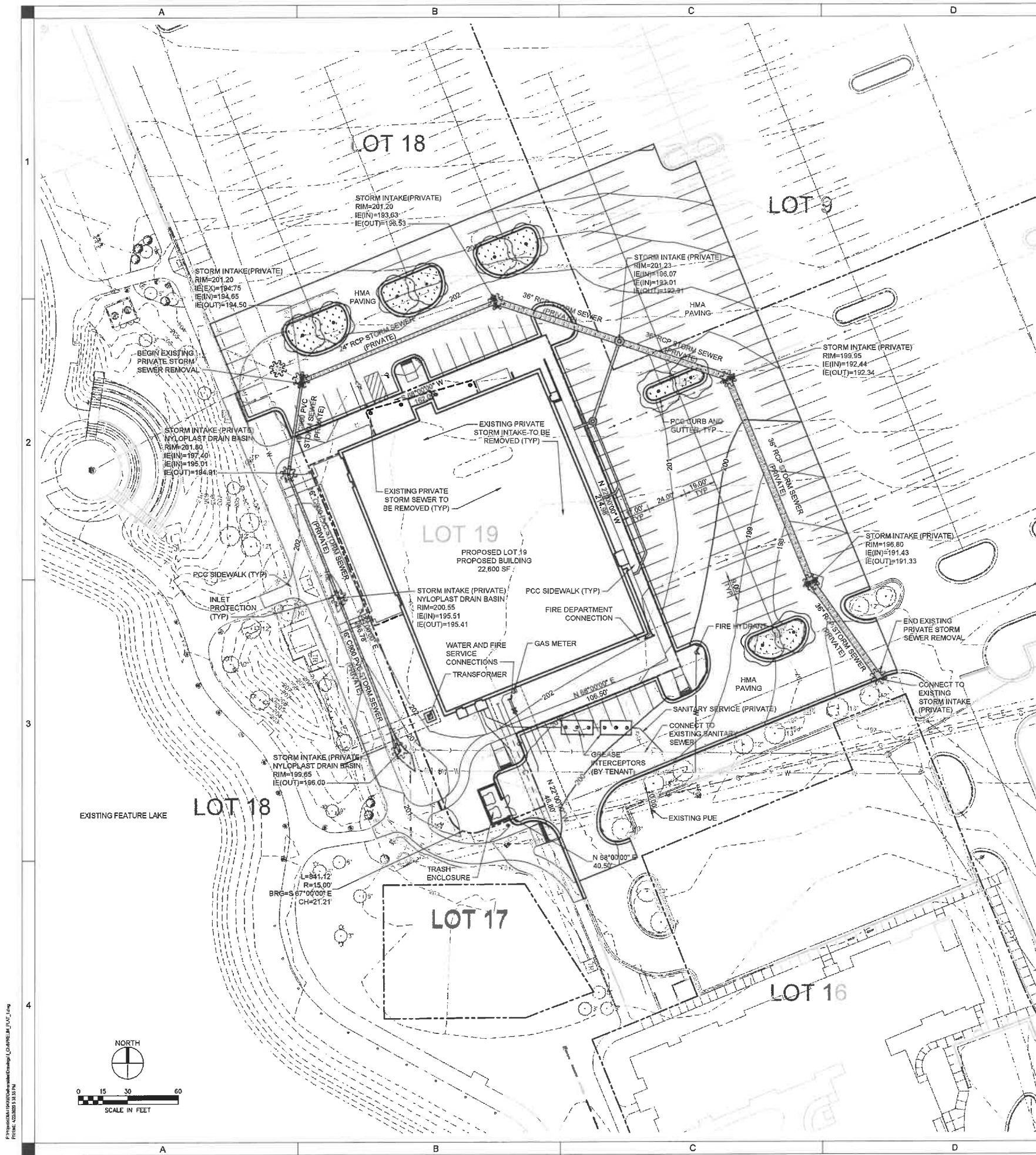
WATER MAIN QUANTITIES (PRIVATE)

47 LF	8" FIRE PROTECTION SERVICE
13 LF	6" FIRE HYDRANT LEAD
11 LF	4" WATER SERVICE
1 EA	8" 45° BEND
1 EA	4" 90° BEND
1 EA	8"x4" TEE
1 EA	8" VALVE
1 EA	4" VALVE
1 EA	FIRE HYDRANT ASSEMBLY

WATER MAIN NOTES

- SITE IS SERVED WITH PRIVATE WATER MAIN. PROTECT AT ALL TIMES.

- STORM WATER POLLUTION PREVENTION NOTES**
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
 - CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL.
 - CONTRACTOR SHALL UTILIZE THE SOUTHERN HALF OF SITE FOR THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
 - ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
 - SUFFICIENT OIL AND GREASE ABSORBING MATERIALS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
 - DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
 - RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
 - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDDED. THESE AREAS SHALL BE SEEDDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
 - ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
 - CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
 - SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, MATS, INLET PROTECTION, ETC.) TO PREVENT EROSION.
 - ALL STORM SEWER INTAKES THAT RECEIVE STORMWATER RUNOFF FROM DISTURBED AREAS SHALL BE PROVIDED WITH A FILTER SACK. SEE DETAIL.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PERIODIC CHECKING AND REINSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES.
 - OWNER SHALL ASSUME RESPONSIBILITY FOR ALL EROSION CONTROL UNTIL DELEGATED TO CONTRACTOR ONCE THE PROJECT CONSTRUCTION STARTS.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (615-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.

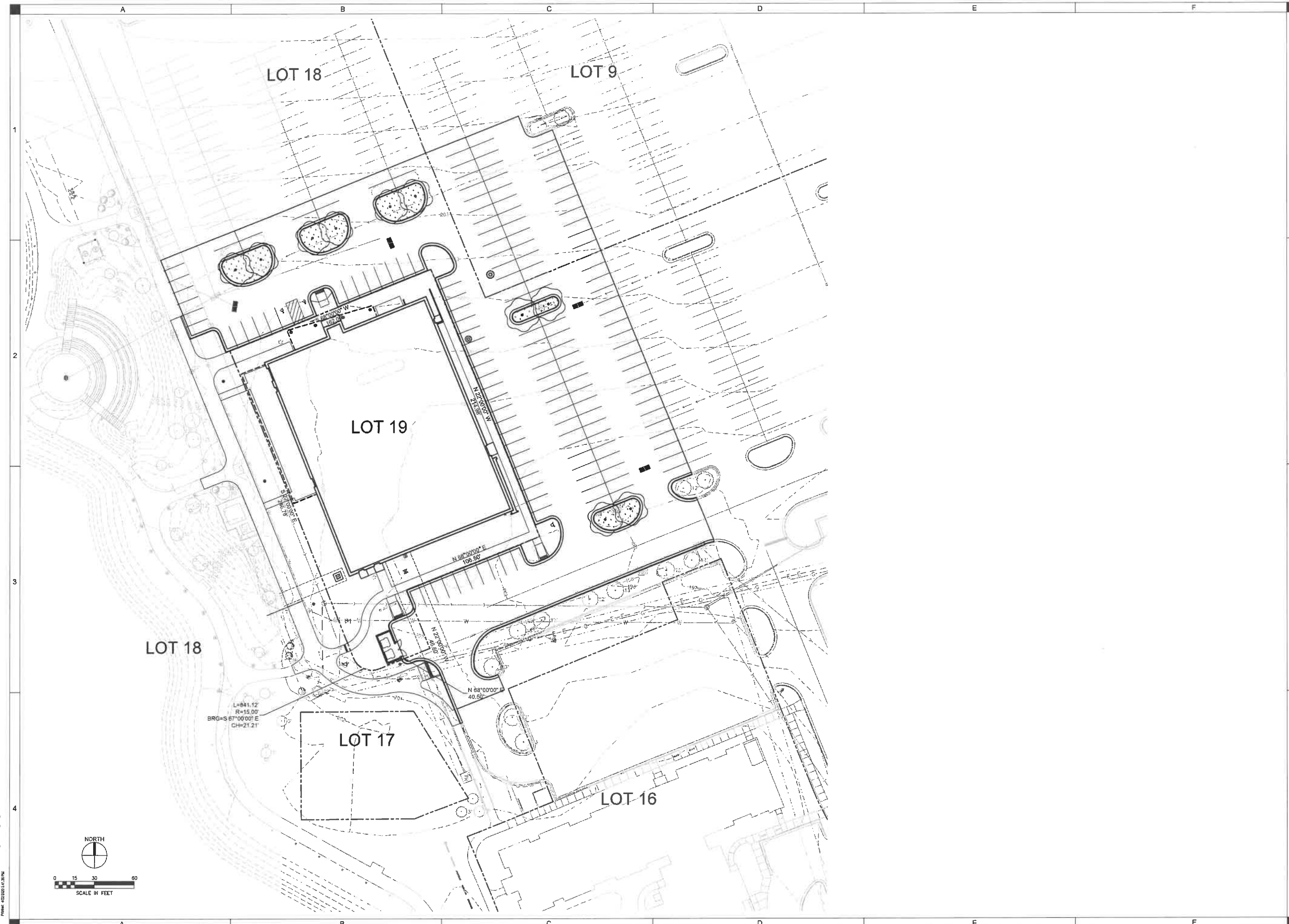


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DRAWN: EJR	
APPROVED FOR: KAS	
ISSUED FOR: CITY APPROVAL	
DATE: 2020-04-22	
PROJECT NO: 196830	
FIELD BOOK: —	
CLIENT NO: —	

PRELIMINARY PLAT

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Date: 02/27/2021 10:16:12



DAVE & BUSTER'S JORDAN CREEK TOWN CENTER

BROOKFIELD PROPERTIES RETAIL 101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50265

PROPERTY OWNER/APPLICANT

BROOKFIELD PROPERTIES RETAIL
ATTN: JAMES VARSAMIS
350 N. ORLEANS ST, STE 300
CHICAGO, IL 60654
PHONE: 312-960-5544

ENGINEER

SHIVE-HATTERY, INC.
ATTN: KELSEY SCALLON
4125 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PHONE: 515-223-8104

LAND AREA

LOT 19 - 37,375 SF (0.858 AC)

LEGAL DESCRIPTION

PROPOSED LOT 19 JORDAN CREEK TOWN CENTER PLAT 1 - REPLAT 1

COMPREHENSIVE LAND USE

EXISTING: TOWN CENTER COMMERCIAL
PROPOSED: TOWN CENTER COMMERCIAL

ZONING

EXISTING: JORDAN CREEK TOWN CENTER PUD
PROPOSED: JORDAN CREEK TOWN CENTER PUD

FLOOD PLAIN NOTE

ACCORDING TO THE FLOOD INSURANCE RATE MAP - PANEL NUMBERS 1902310310F, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2019, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS TO BE OUTSIDE 500 YEAR FLOOD PLAIN), TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL. FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

BENCHMARKS

WDM BENCHMARK #35 - INTERSECTION OF MILLS CIVIC PARKWAY (335TH STREET, DALLAS COUNTY) AND SOUTH 88TH STREET (X AVENUE, DALLAS COUNTY), NORTHEAST CORNER OF INTERSECTION, 206 FEET EAST OF CENTERLINE OF SOUTH 88TH STREET, 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY, 2 FEET SOUTH OF THE FENCE LINE. STANDARD BENCHMARK
ELEVATION = 219.04 CITY DATUM (893.05 NAVD88)

WDM BENCHMARK #124 - INTERSECTION OF JORDAN CREEK PARKWAY AND MILLS CIVIC PARKWAY, 169 ± FEET EAST OF THE WEST END OF MEDIAN, IN THE CENTER OF 6 FEET GRASS MEDIAN IN MILLS CIVIC PARKWAY, 17 ± FEET WEST OF THE ANGLE POINT IN THE CURB FOR THE WESTBOUND TURN LANE. STANDARD BENCHMARK
ELEVATION = 203.85 CITY DATUM (977.68 NAVD88)

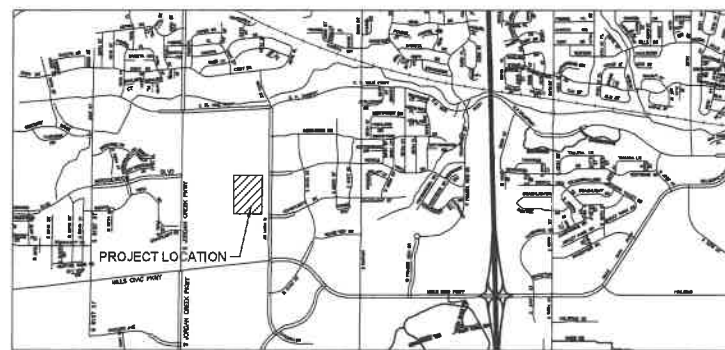
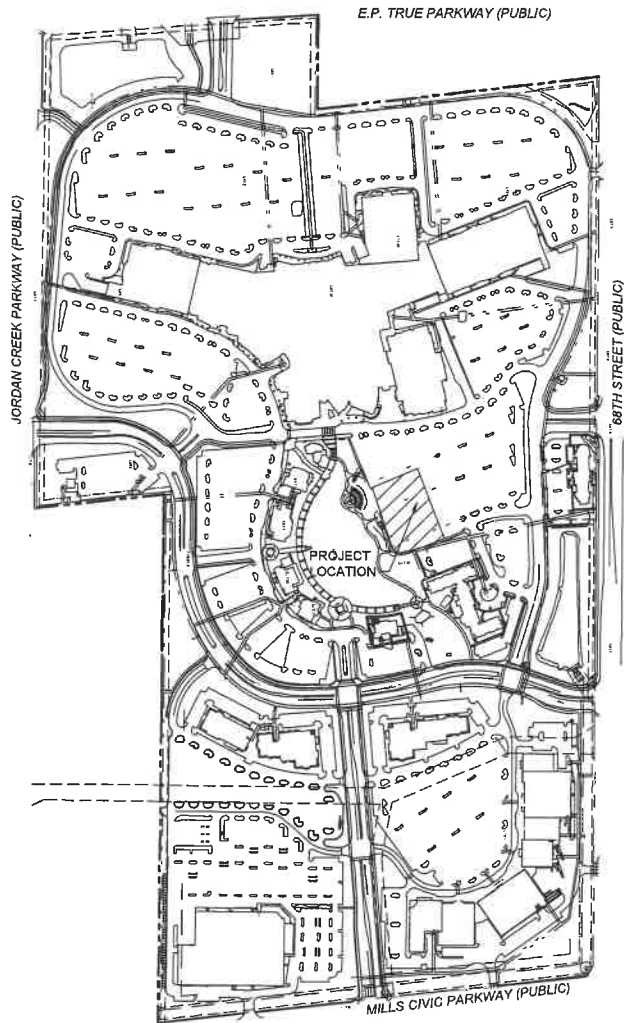
ADJACENT LANDOWNERS

LOT 1 - JORDAN CREEK ANCHOR ACQUISITION, LLC
LOT 2-3, 9-17, OUTLOT 4-5 - JORDAN CREEK TOWN CENTER, LLC
LOT 4 - THE HIGBEE COMPANY
LOT 5 - WIM-WDM INVESTORS, LLC

GENERAL NOTES

- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF EXISTENCE OF, AND THE DETERMINATION OF THE EXACT LOCATION OF, UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR(S).
- NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
- IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8988, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
- THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
- PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
- MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
- SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
- ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
- REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.
- CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
- ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
- REPAIR OR REPLACE EXISTING FACILITIES (CURBS, PAVEMENT, PAVEMENT MARKINGS, UTILITIES, ETC.) TO REMAIN, AT NO ADDITIONAL EXPENSE TO THE OWNER.
- WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AS REQUIRED BY OWNER'S REPRESENTATIVE AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE OWNER'S REPRESENTATIVE, WORK DONE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT PRIOR AUTHORIZATION.
- ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
- ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE.
- EROSION CONTROL MEASURES SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION TO MEET REQUIREMENTS OF ALL REGULATORY AGENCIES.
- CONTRACTOR TO COORDINATE ANY GRADE ADJUSTMENTS WITH THE DESIGN ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ACCESS TO ADJACENT PROPERTIES THROUGHOUT CONSTRUCTION. ANY WORK ON A PUBLIC STREET OR ALLEY THAT REQUIRES CLOSURE WILL REQUIRE A CLOSURE NOTICE SUBMITTED TO WEST DES MOINES PUBLIC WORKS 48 HOURS IN ADVANCE.
- ALL EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINAL FINISH GRADES.
- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W. / EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS, AND WDM ADDENDUMS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W. / EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWER AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS / AGREEMENTS AND APPLICABLE PERMITS.
- STRIP TOPSOIL AND SOD FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT. RESPREAD TOPSOIL AND BACKFILL TO TOP OF CURB OR EDGE OF PAVEMENT. COMPACT BACKFILL TO PREVENT SETTLING.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED IN THIS PROJECT - EXCAVATION, BROKEN CONCRETE, ETC. NO PAYMENT SHALL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES.
- ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.
- ANY NEW ROOFTOP MECHANICAL EQUIPMENT MUST BE SCREENED FROM STREET LEVEL VIEW.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS
- DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".

CONSTRUCTION NOT SPECIFICALLY DETAILED OR SPECIFIED WITHIN THE PLANS OR PROJECT SPECIFICATIONS SHALL CONFORM TO THE WEST DES MOINES METROPOLITAN DESIGN STANDARDS WITH WEST DES MOINES ADDENDA AND THE WEST DES MOINES CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS.



VICINITY MAP



Sheet List	
Sheet Number	Sheet Title
C000	COVER SHEET
CD01	DEMOLITION PLAN
C101	SITE PLAN
C201	GRADING PLAN
C301	UTILITY PLAN
C501	CONSTRUCTION DETAILS
C502	CONSTRUCTION DETAILS
C503	CONSTRUCTION DETAILS
C504	CONSTRUCTION DETAILS
L101	LANDSCAPE PLAN

LANDSCAPE ARCHITECT

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DAILY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

HOLLY C. REID
Printed or typed name

Signature: _____ Date: _____

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:
ALL 'L' SHEETS

License Expires: 06/30/2021

CIVIL ENGINEER

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Signature: _____ Date: _____

Printed or typed name: **KELSEY A. SCALLON**
License Number: 25081
My License Renewal Date is: DECEMBER 31, 2021

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:
ALL 'C' SHEETS

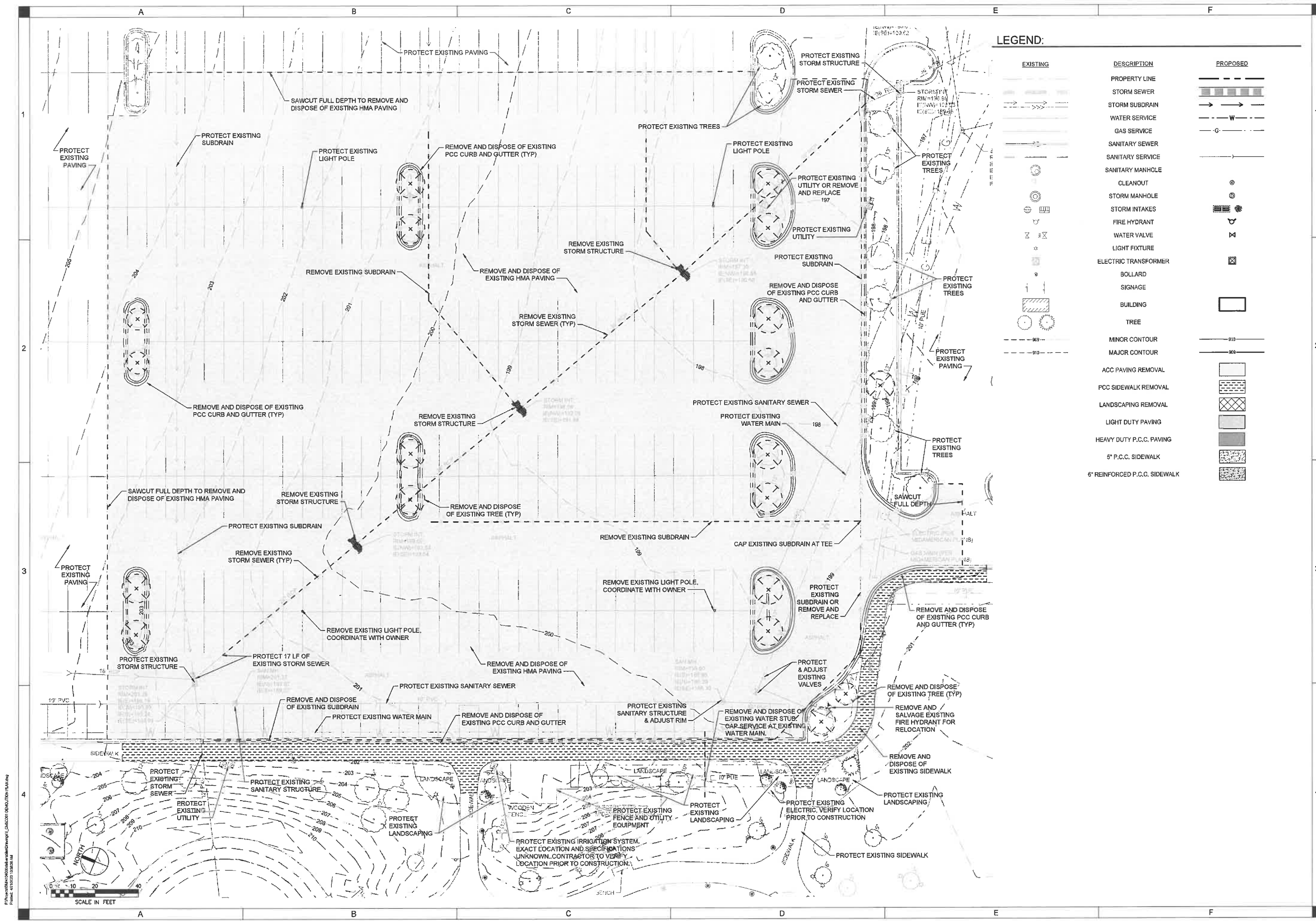
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4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

DAVE & BUSTER'S
JORDAN CREEK TOWN CENTER

BROOKFIELD PROPERTIES RETAIL
101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50265

04/21/2020
CITY APPROVAL
PROJECT NO: 419400-0
CLIENT NO: 1

C000



LEGEND:

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	---
---	STORM SEWER	---
---	STORM SUBDRAIN	---
---	WATER SERVICE	---
---	GAS SERVICE	---
---	SANITARY SEWER	---
---	SANITARY SERVICE	---
---	SANITARY MANHOLE	---
---	CLEANOUT	---
---	STORM MANHOLE	---
---	STORM INTAKES	---
---	FIRE HYDRANT	---
---	WATER VALVE	---
---	LIGHT FIXTURE	---
---	ELECTRIC TRANSFORMER	---
---	BOLLARD	---
---	SIGNAGE	---
---	BUILDING	---
---	TREE	---
---	MINOR CONTOUR	---
---	MAJOR CONTOUR	---
---	ACC PAVING REMOVAL	---
---	PCC SIDEWALK REMOVAL	---
---	LANDSCAPING REMOVAL	---
---	LIGHT DUTY PAVING	---
---	HEAVY DUTY P.C.C. PAVING	---
---	5" P.C.C. SIDEWALK	---
---	6" REINFORCED P.C.C. SIDEWALK	---

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JORDAN CREEK TOWN CENTER

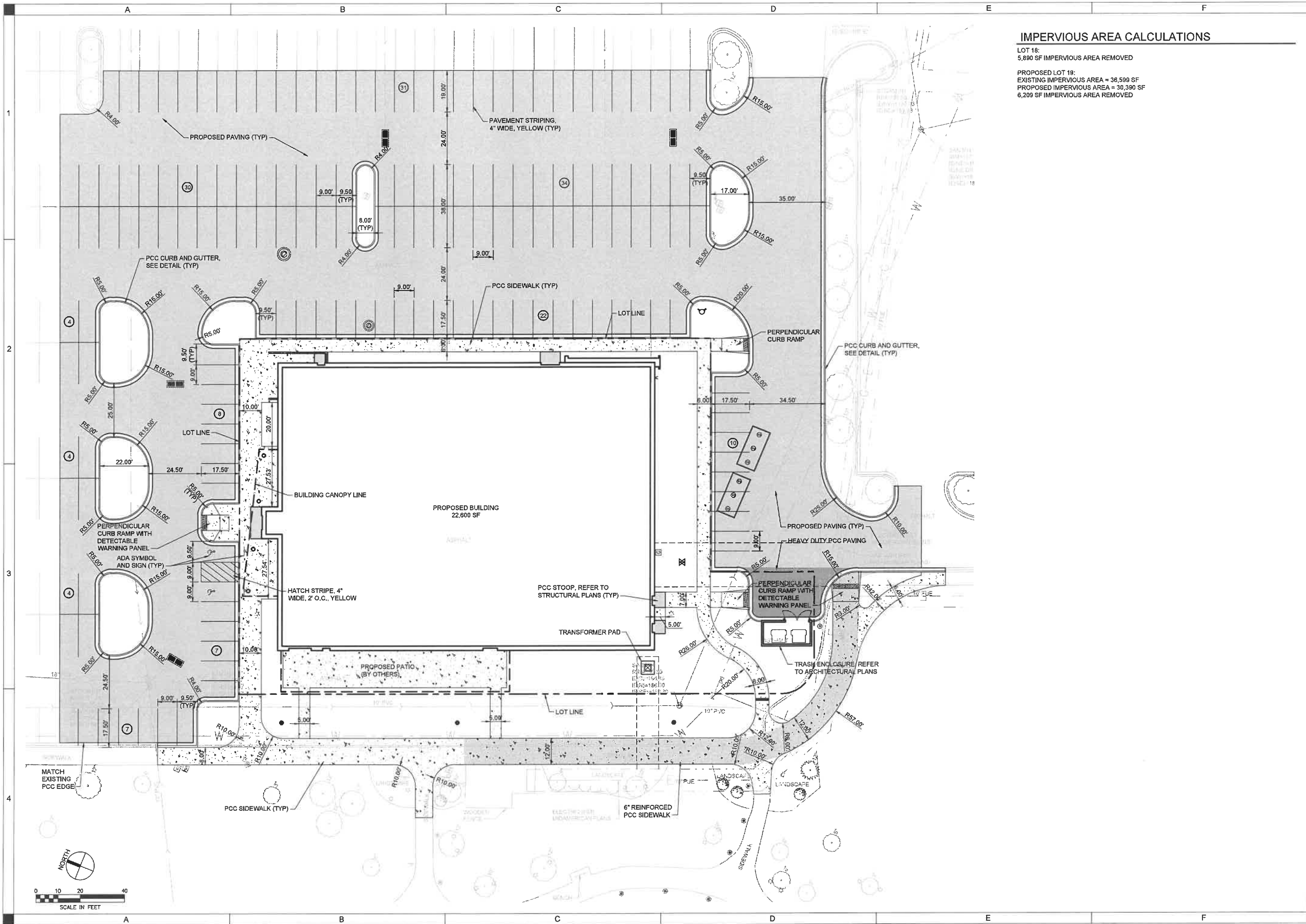
BROOKFIELD PROPERTIES RETAIL
 101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50265

DEMOLITION PLAN

CD01

DRAWN: KRW
 APPROVED: KAS
 ISSUED FOR: CITY APPROVAL
 DATE: 04/21/2020
 PROJECT NO: 419400-0
 FIELD BOOK: --
 CLIENT NO: --

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IMPERVIOUS AREA CALCULATIONS

LOT 18:
 5,890 SF IMPERVIOUS AREA REMOVED
 PROPOSED LOT 18:
 EXISTING IMPERVIOUS AREA = 36,599 SF
 PROPOSED IMPERVIOUS AREA = 30,390 SF
 6,209 SF IMPERVIOUS AREA REMOVED

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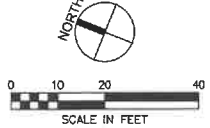
BROOKFIELD PROPERTIES RETAIL
 101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50265

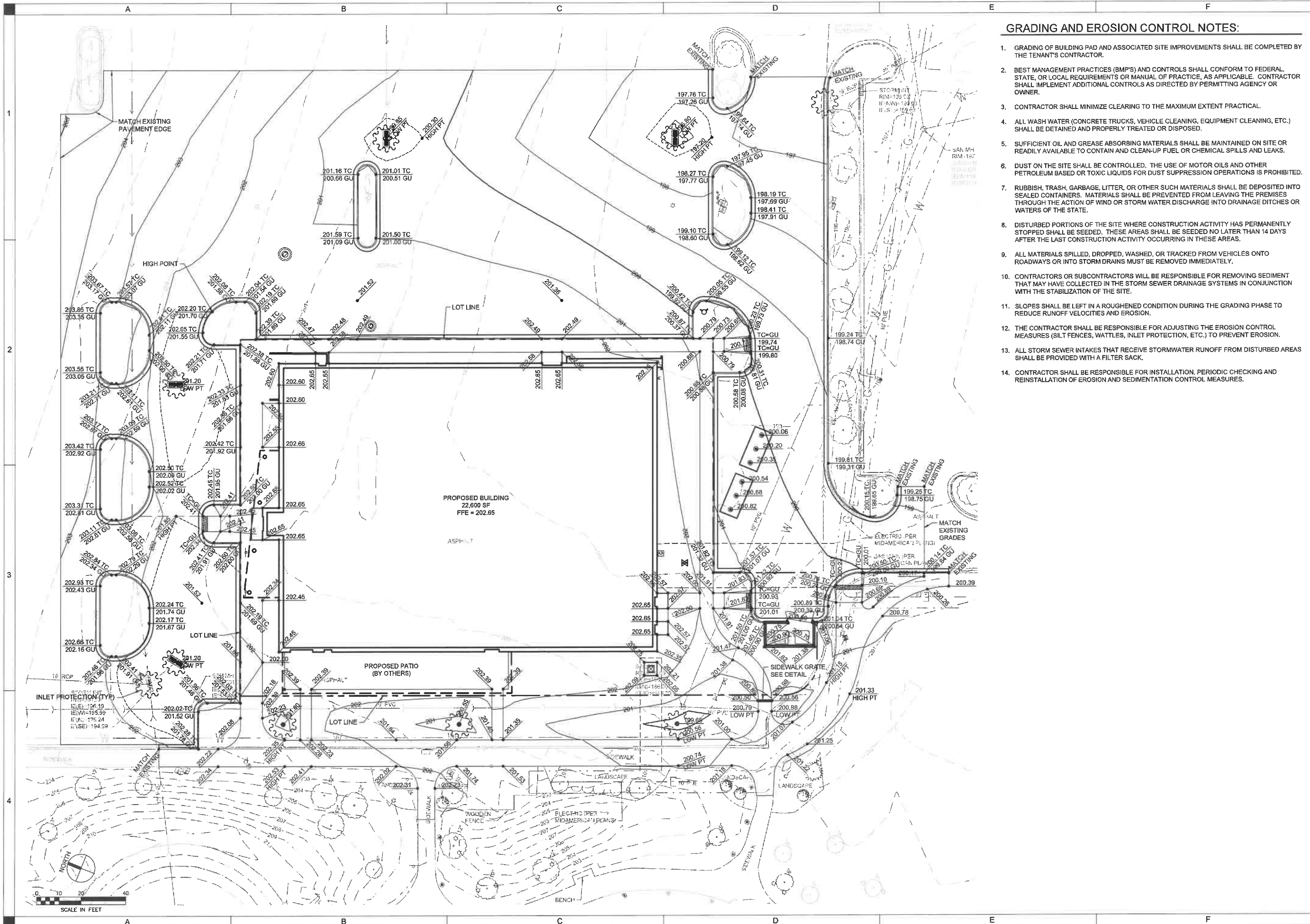
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 DATE: 04/21/2020
 PROJECT NO.: 191600-0
 FIELD BOOK: -
 CLIENT NO.: -

SITE PLAN

C101

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GRADING AND EROSION CONTROL NOTES:

1. GRADING OF BUILDING PAD AND ASSOCIATED SITE IMPROVEMENTS SHALL BE COMPLETED BY THE TENANT'S CONTRACTOR.
2. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
3. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL.
4. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
5. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
6. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
7. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
8. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
9. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
10. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
11. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATTLES, INLET PROTECTION, ETC.) TO PREVENT EROSION.
13. ALL STORM SEWER INTAKES THAT RECEIVE STORMWATER RUNOFF FROM DISTURBED AREAS SHALL BE PROVIDED WITH A FILTER SACK.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PERIODIC CHECKING AND REINSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES.

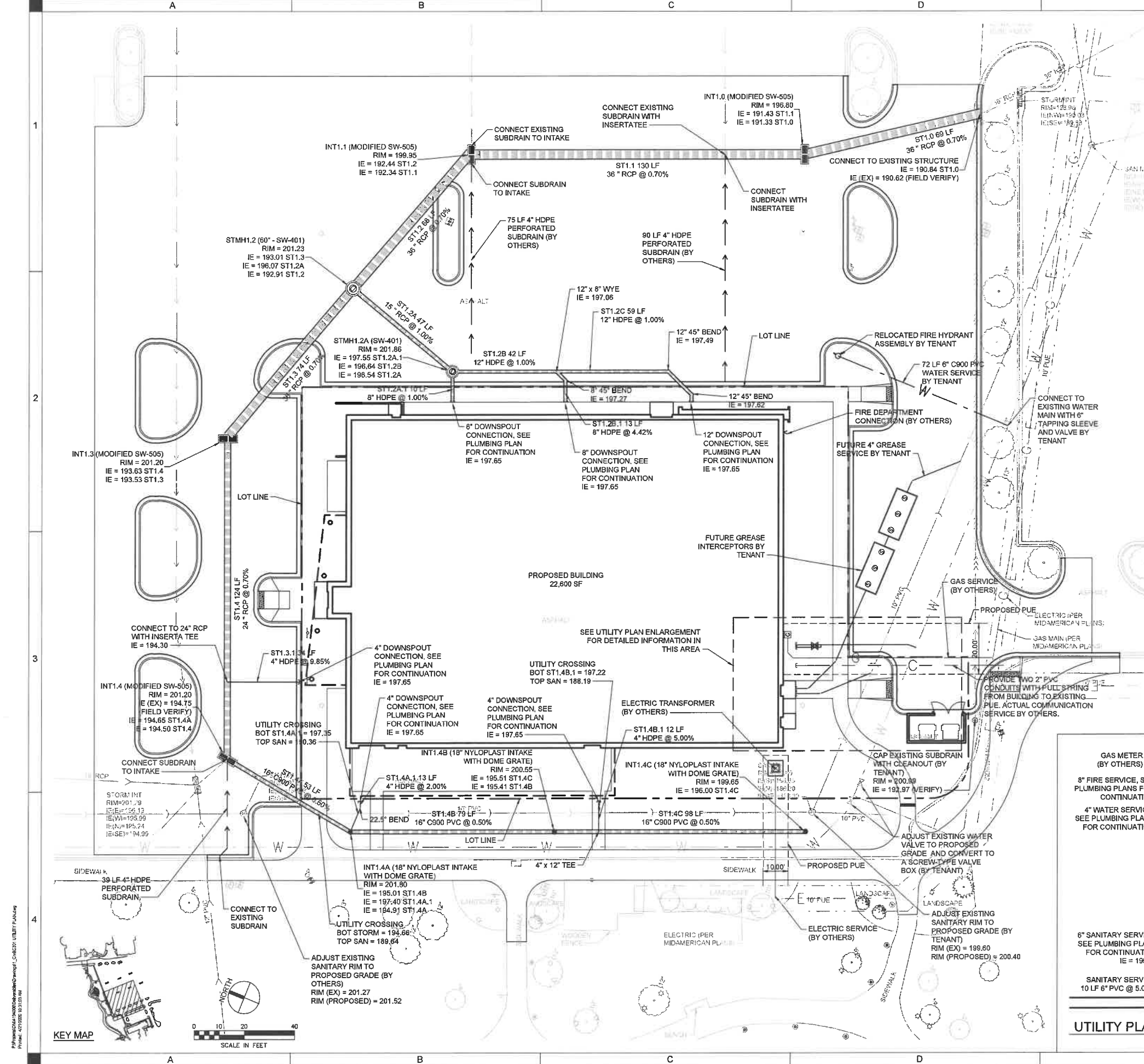
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BROOKFIELD PROPERTIES RETAIL
 101 JORDAN CREEK PKWY, WEST DES MOINES, IA 50265

DRAWN: KAS	APPROVED: KAS
ISSUED FOR: CITY APPROVAL	
DATE: 04/21/2023	
PROJECT NO: 1194000	
FIELD BOOK: -	
CLIENT NO: -	

GRADING PLAN
C201



WATER LINE CONSTRUCTION NOTES:

- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORK STANDARD SPECIFICATIONS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND WHETHER ADDITIONAL UTILITIES EXIST.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS ONE WEEK PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL CONTACT WEST DES MOINES WATER WORKS A MINIMUM OF TWO WORKING DAYS BEFORE COMPLETING WATER TAP.
- WATER TO BE INSTALLED WITH A MINIMUM COVER OF 5 FEET OR LOWER TO ACCOMMODATE UTILITY CROSSINGS.
- CONTACT FIRE DEPARTMENT OF ANY CHANGES THAT AFFECT FIRE/EMERGENCY ACCESS TO SITE, BUILDING, FDC'S, PIV'S, HYDRANTS, AND FRONT DOORS.
- ALL WATER LINE SHALL BE PVC C900 DR 14.
- ALL EXISTING AND PROPOSED HYDRANTS AND VALVES SHALL BE ADJUSTED TO FINAL GRADES.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- LOOP SYSTEM AROUND THE MALL BUILDING SHALL BE CAPABLE OF SUSTAINING 200 PSI. ALL PIPING, FITTINGS, VALVES, & HYDRANTS SHALL MEET OR EXCEED THIS PRESSURE RATING.
 - PIPE: PVC - ANSII/AWWA C900 DR14
 - DUCTILE IRON - PER URBAN STANDARD SPECIFICATIONS
 - FITTINGS: PVC PIPE - DUCTILE IRON MECHANICAL JOINT, PRESSURE RATING 350 PSI
 - DUCTILE IRON PIPE - PER URBAN STANDARD SPECIFICATIONS
 - GATE VALVES: 200 PSI WORKING PRESSURE, MINIMUM VALVES TO MATCH HYDRANT AND AUXILIARY VALVE BY HYDRANT MANUFACTURER.
 - PRESSURE & LEAKAGE TESTING: TEST @ 225 PSI, 1.35 GPM MAXIMUM ALLOWED PER 1000 FEET PIPE

THRUST BLOCKS SHALL BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

PIPE SIZE	SOIL TYPE	BEND ANGLE				
		11.25°	22.5°	45°	90°	TEE/DEAD END
4" & 6"	GLACIAL TILL (2000 PSF BEARING)	1 SF	2 SF	3 SF	5 SF	4 SF
8"	GLACIAL TILL	2	3	5	9	7
12"	GLACIAL TILL	3	6	11	19	15
4" & 6"	LOESS (1000 PSF BEARING)	2	4	6	10	8
8"	LOESS	4	6	10	18	14
12"	LOESS	6	12	22	38	30

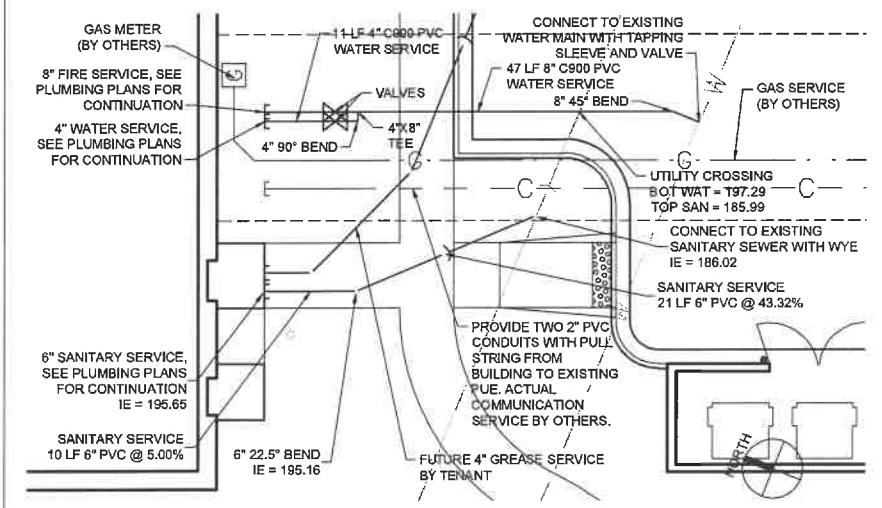
REMAINING WATER SYSTEMS PER SUDAS BASED ON 150 PSI WATER PRESSURE; VALUES CAN BE REDUCED BY A FACTOR OF 2 FOR INSTALLATION IN GLACIAL TILLS.

GEOTECHNICAL ENGINEER TO EVALUATE SOIL TYPES PRIOR TO CONSTRUCTION OF THRUST BLOCKS.

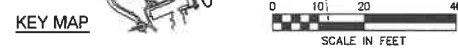
- PROVIDE TRACER WIRE SYSTEM AND TAPE LOCATED 2 FEET ABOVE WATER MAIN.
- SITE IS SERVED WITH PRIVATE WATER MAIN. PROTECT AT ALL TIMES.
- BUILDING SHUTOFF VALVES SHALL BE A MINIMUM 10' FROM BUILDING OVERHANGS

WATER MAIN QUANTITIES (PRIVATE)

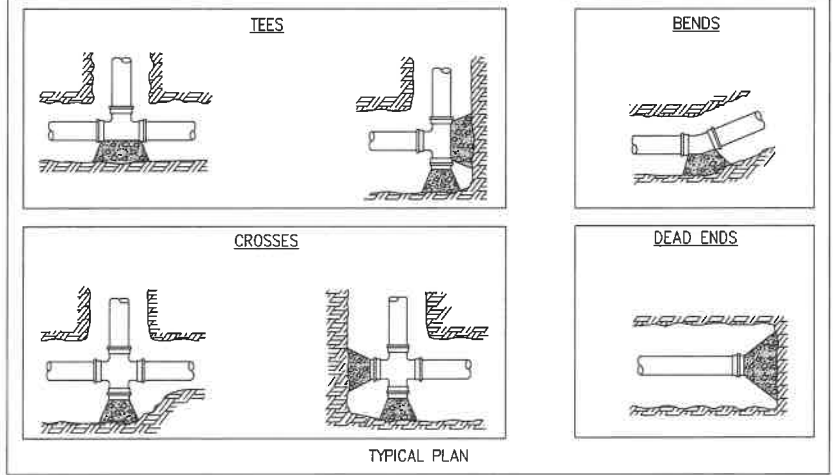
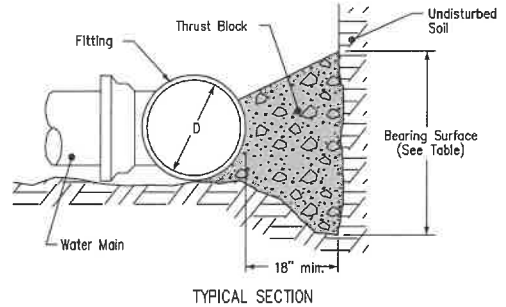
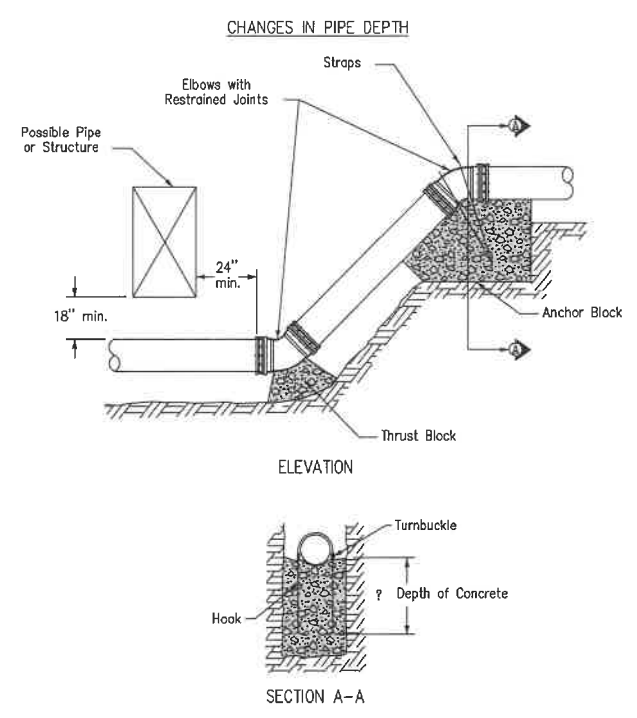
- 47 LF 8" WATER SERVICE
- 11 LF 4" WATER SERVICE
- 72 LF 6" WATER SERVICE
- 1 EA 4"x8" TEE
- 1 EA 4" 90° BEND
- 1 EA 8" 45° BEND
- 1 EA FIRE HYDRANT ASSEMBLY
- 2 EA TAPPING SLEEVE AND VALVE



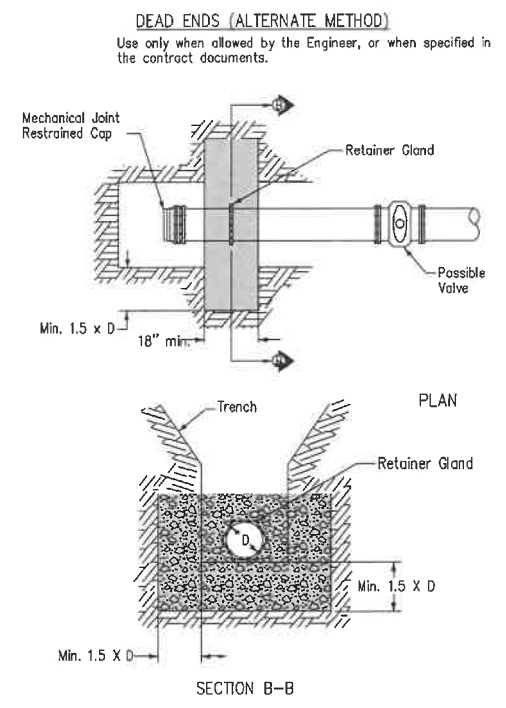
UTILITY PLAN ENLARGEMENT



DRAWN: KRW	APPROVED: KAS
ISSUED FOR: CITY APPROVAL	DATE: 04/12/2023
PROJECT NO: 419400-0	FIELD BOOK: -
UTILITY PLAN	CLIENT NO: -

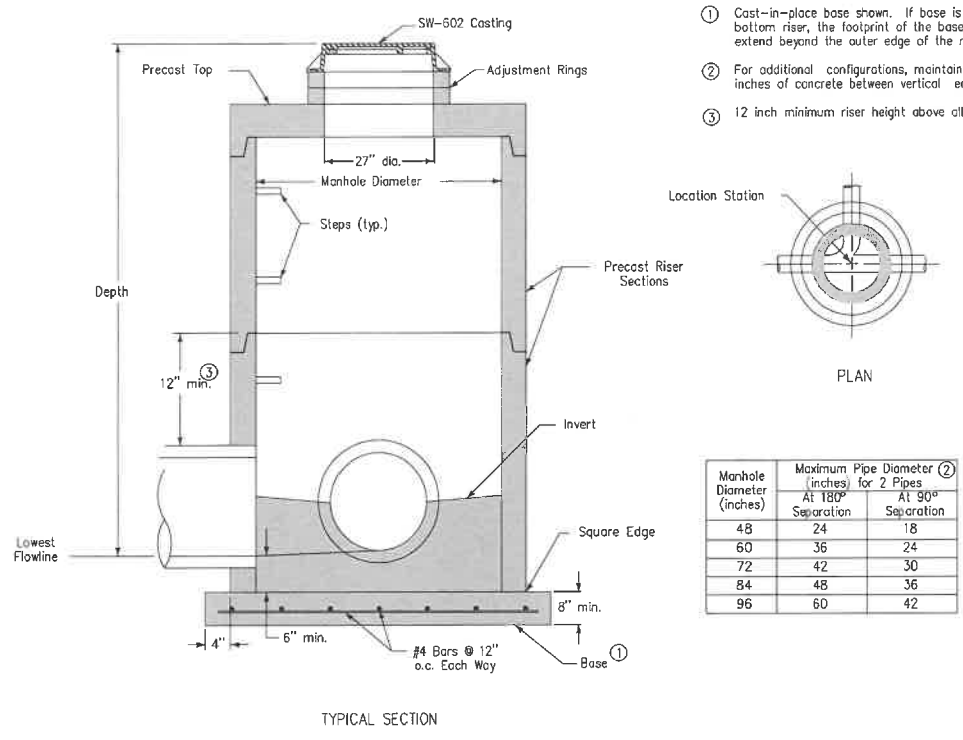


A4 THRUST BLOCKS
NOT TO SCALE



Extend thrust blocks to undisturbed soil. Excavation into trench wall may be necessary.
Form vertical surfaces of poured concrete thrust blocks except on bearing surface.
Encase all fittings in polyethylene wrap. Do not allow concrete to directly contact joints or fitting bolts.

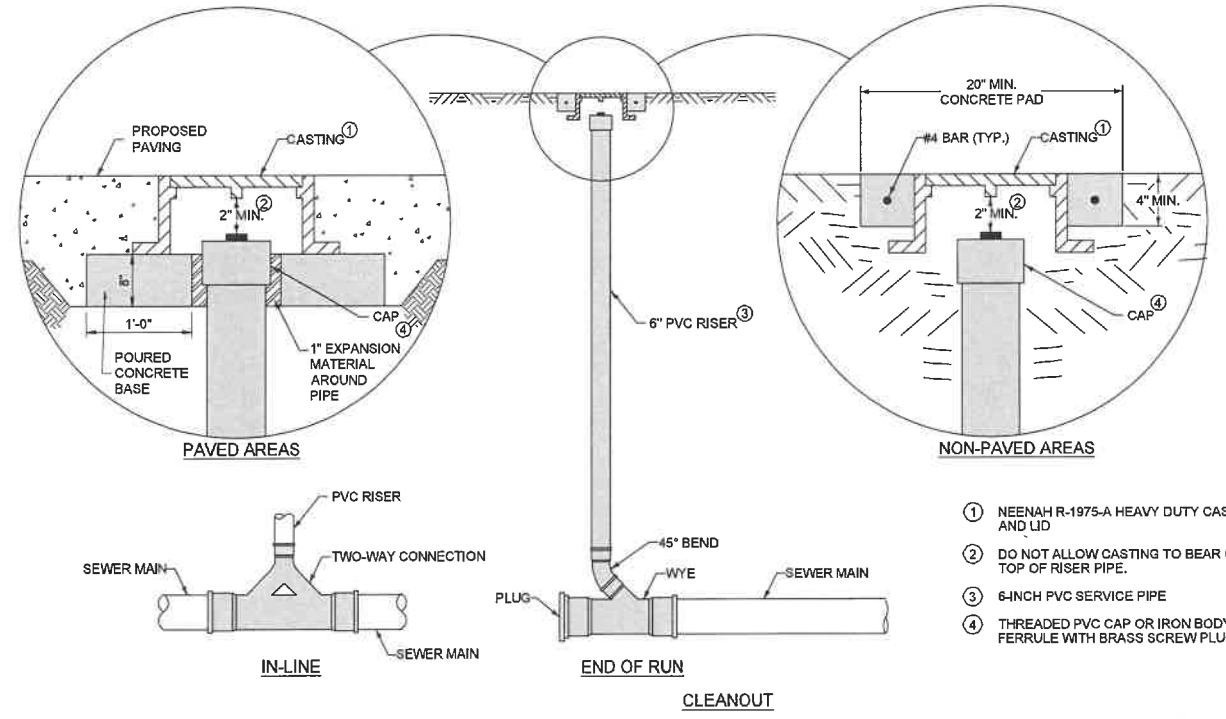
D2 CIRCULAR STORM SEWER MANHOLE, (SW-401)
NOT TO SCALE



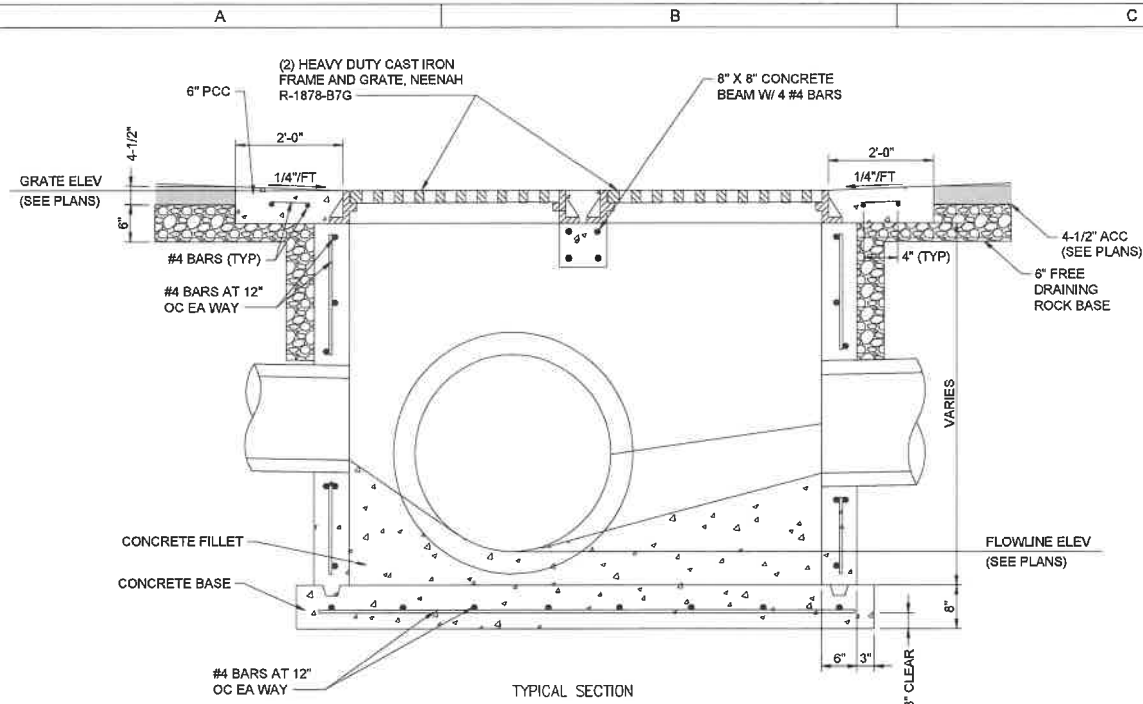
- Cast-in-place base shown. If base is precast integral with bottom riser, the footprint of the base is not required to extend beyond the outer edge of the riser.
- For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 12 inch minimum riser height above all pipe openings.

Manhole Diameter (inches)	Maximum Pipe Diameter (inches) for 2 Pipes	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

D4 SUBDRAIN CLEANOUTS
NOT TO SCALE



- NEENAH R-1975-A HEAVY DUTY CASTING AND LID
- DO NOT ALLOW CASTING TO BEAR ON TOP OF RISER PIPE.
- 6-INCH PVC SERVICE PIPE
- THREADED PVC CAP OR IRON BODY FERRULE WITH BRASS SCREW PLUG



REINFORCING BAR LIST

Mark	Size	Location	Shape	Count	Length	Spacing
4t1	4	Beam	—	4	2'-8"	4"
4b1	4	Base	—	4	7'-10"	10"
4b2	4	Base	—	8	3'-2"	12"
4w1	4	Walls	—	20	Wall Height minus 4"	12"
4w2	4	Long Walls	—	Varies	7'-4"	12"
4w3	4	Short Walls	—	Varies	2'-8"	12"

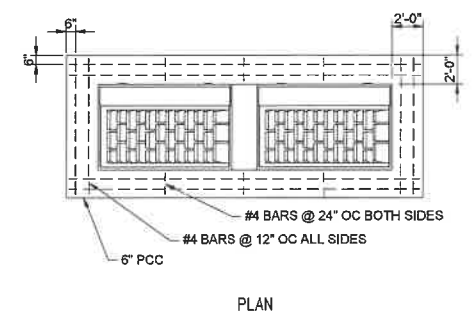
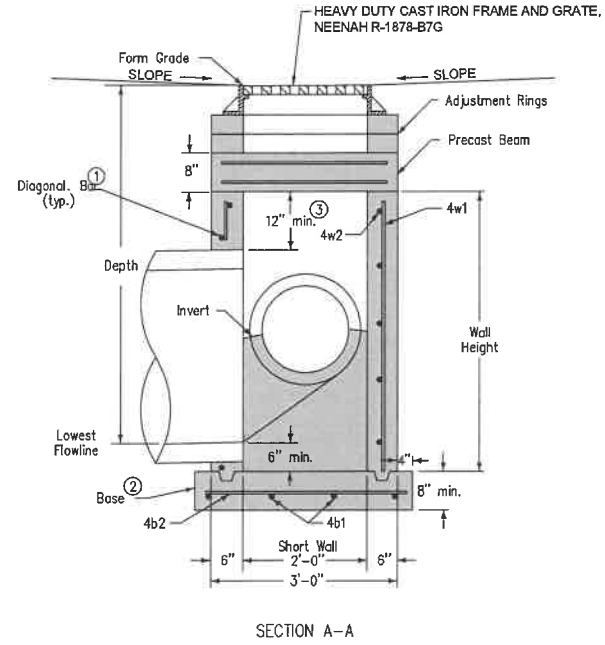
MAXIMUM PIPE DIAMETERS

Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	60"	66"

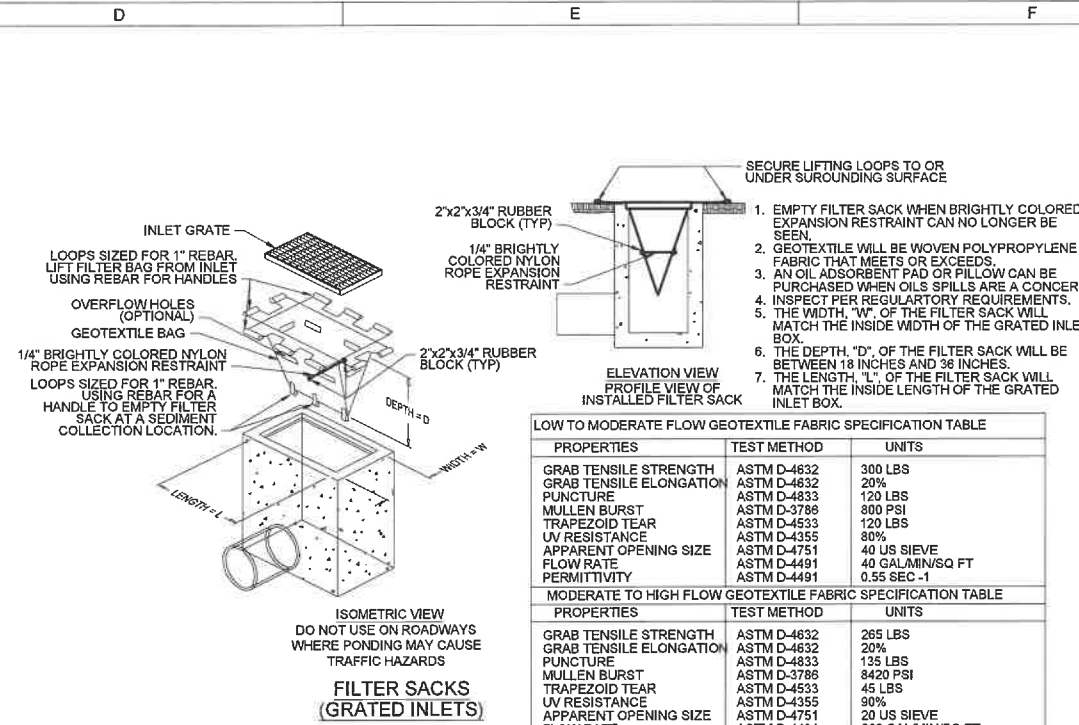
- Install four #4 diagonal bars at all pipe openings.
- Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- 12 inch minimum wall height above all pipes.

Refer to SW-514 for boxout details.

- Install four #4 diagonal bars at all pipe openings.
- Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- 12 inch minimum wall height above all pipes.



A4 DOUBLE GRATE INTAKE, (MODIFIED SW-505)
NOT TO SCALE



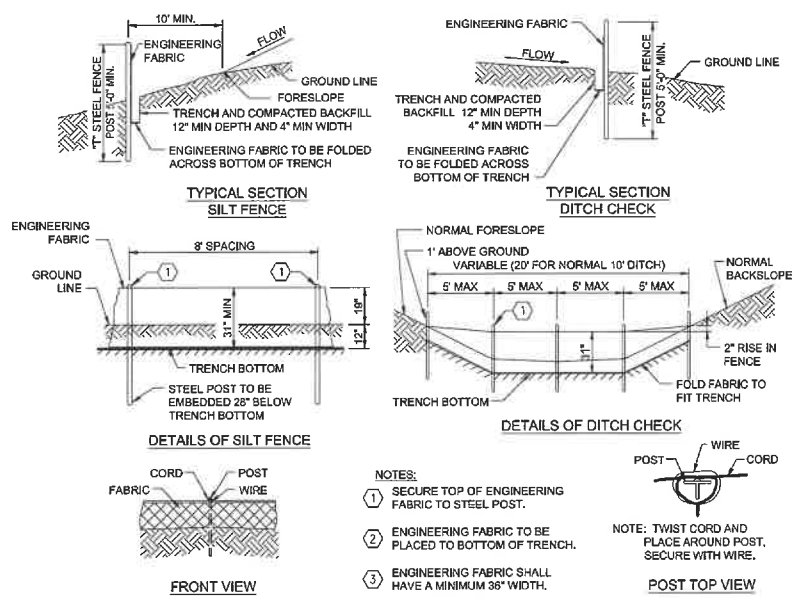
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80%
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC-1

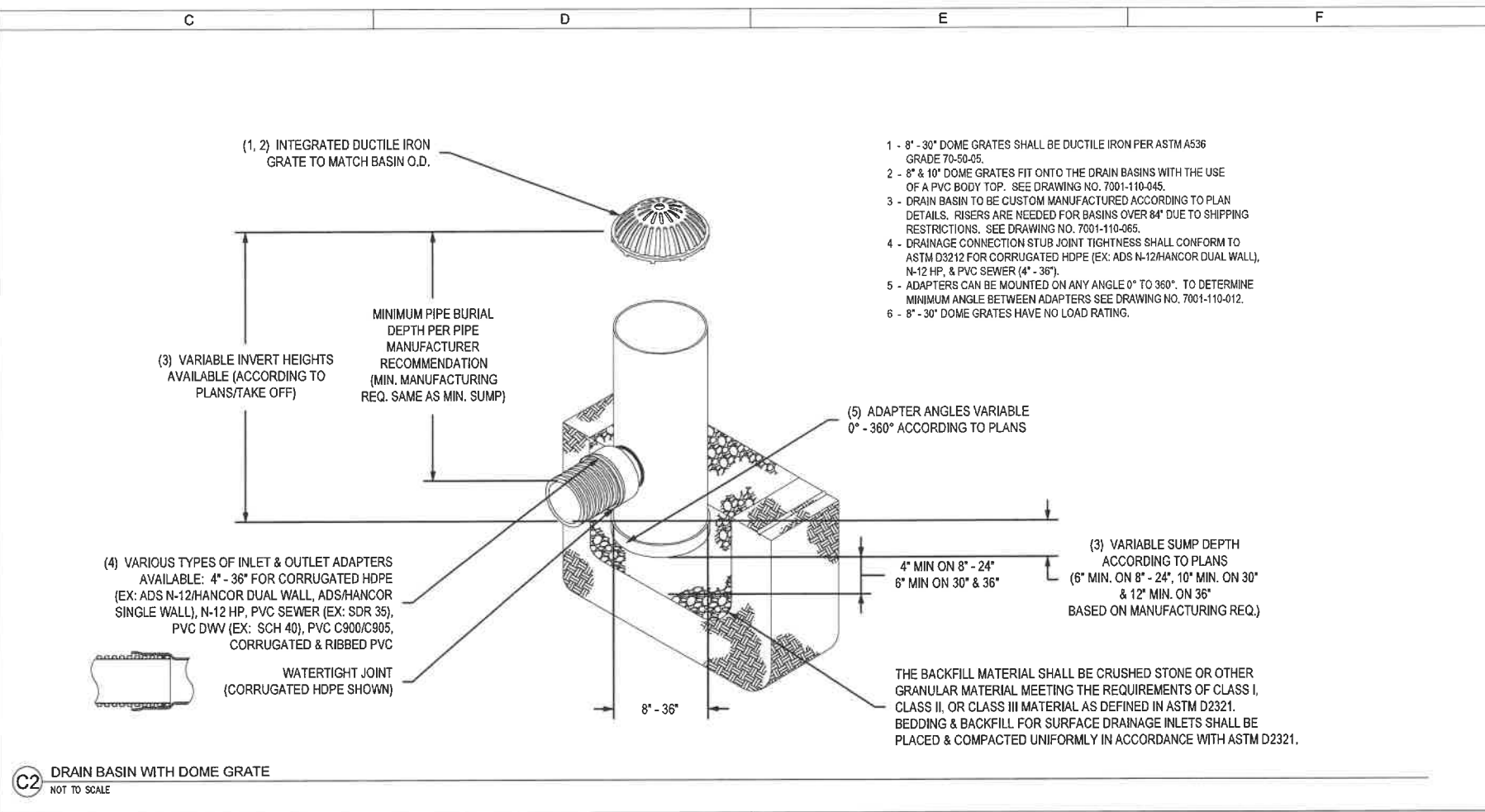
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20%
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	8420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90%
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC-1

D2 FILTER SACKS
NOT TO SCALE

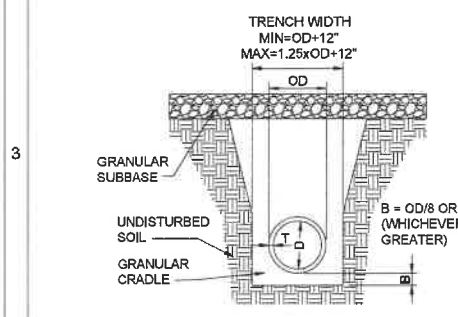


D4 SILT FENCE
NOT TO SCALE



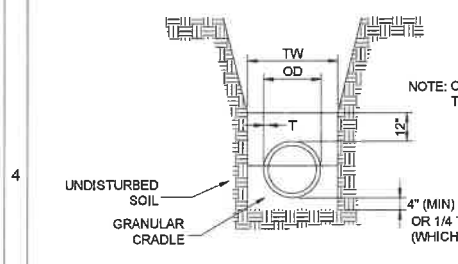
- 8' - 30" DOME GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
- 8' & 10" DOME GRATES FIT ONTO THE DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-045.
- DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
- DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (EX: ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 36").
- ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
- 8' - 30" DOME GRATES HAVE NO LOAD RATING.

C2 DRAIN BASIN WITH DOME GRATE
NOT TO SCALE



NOTE: SUBGRADE SHOULD BE EXCAVATED OR OVER EXCAVATED, IF NECESSARY, SO A UNIFORM FOUNDATION FREE OF PROTRUDING ROCKS MAY BE PROVIDED.

A3 RIGID PIPE EXCAVATION & BEDDING
NOT TO SCALE

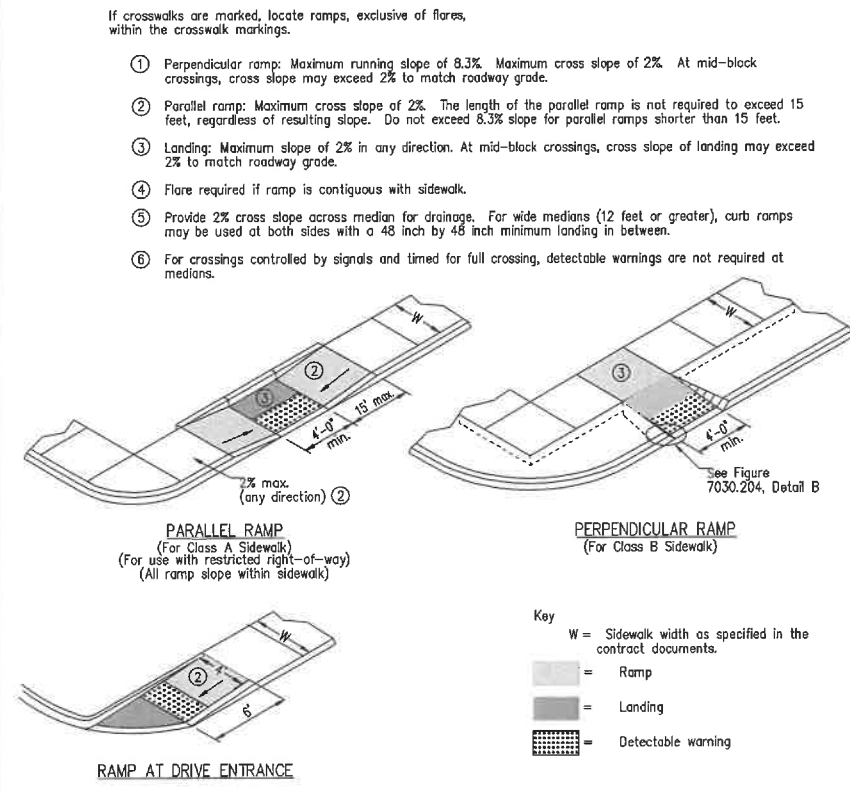


NOTE: OD = OUTSIDE DIAMETER OF PIPE
TW = TRENCH WIDTH AT 12" ABOVE TOP OF PIPE;
MIN. = OD + 18" OR 1.25 x OD + 12" (WHICHEVER IS GREATER)

SUBGRADE SHOULD BE EXCAVATED OR OVER EXCAVATED, IF NECESSARY, SO A UNIFORM FOUNDATION FREE OF PROTRUDING ROCKS MAY BE PROVIDED.

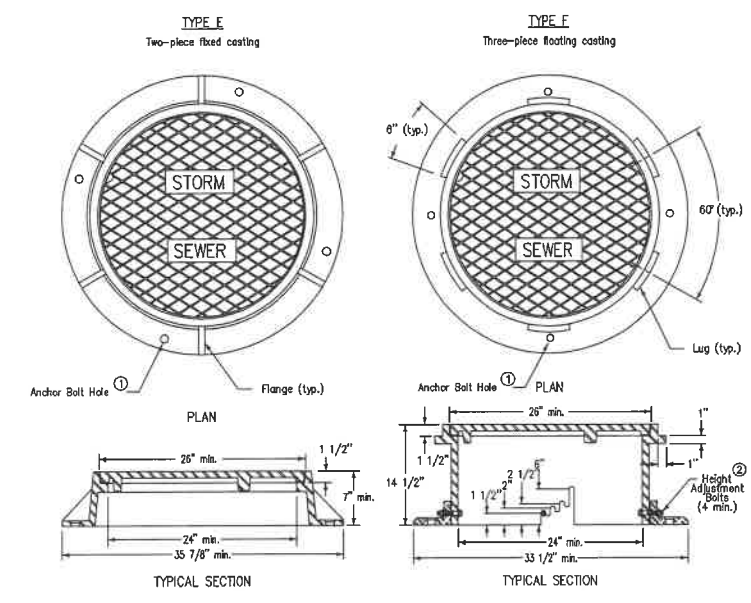
NOTE: SANITARY PIPE BEDDING SHALL BE PER THE WDM STANDARD SPECS. SEE WDM DWG NO. 4.1. WATER PIPE BEDDING SHALL BE PER THE WDMWW STANDARD SPECS. SEE WDMWW DWG NO. 3.

A4 FLEXIBLE PIPE BEDDING
NOT TO SCALE



- If crosswalks are marked, locate ramps, exclusive of flares, within the crosswalk markings.
- Perpendicular ramp: Maximum running slope of 8.3%. Maximum cross slope of 2%. At mid-block crossings, cross slope may exceed 2% to match roadway grade.
 - Parallel ramp: Maximum cross slope of 2%. The length of the parallel ramp is not required to exceed 15 feet, regardless of resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
 - Landing: Maximum slope of 2% in any direction. At mid-block crossings, cross slope of landing may exceed 2% to match roadway grade.
 - Flare required if ramp is contiguous with sidewalk.
 - Provide 2% cross slope across median for drainage. For wide medians (12 feet or greater), curb ramps may be used at both sides with a 48 inch by 48 inch minimum landing in between.
 - For crossings controlled by signals and timed for full crossing, detectable warnings are not required at medians.

C4 SIDEWALK RAMP
NOT TO SCALE



FRAME NOTES:
SIZE AND SPACING OF LUGS AND FLANGES MAY VARY.

COVER NOTES:
ROUGHNESS PATTERN AND TEXT STYLES MAY VARY. MINIMUM ONE CONCEALED PICKHOLE.

- IF FRAME IS REQUIRED TO BE ATTACHED TO STRUCTURE, DRILL FOUR 1/8" DIAMETER HOLES OR SLOTS, EQUALLY SPACED AROUND FRAME.
- REMOVE BOLTS UPON COMPLETION OF PAVING

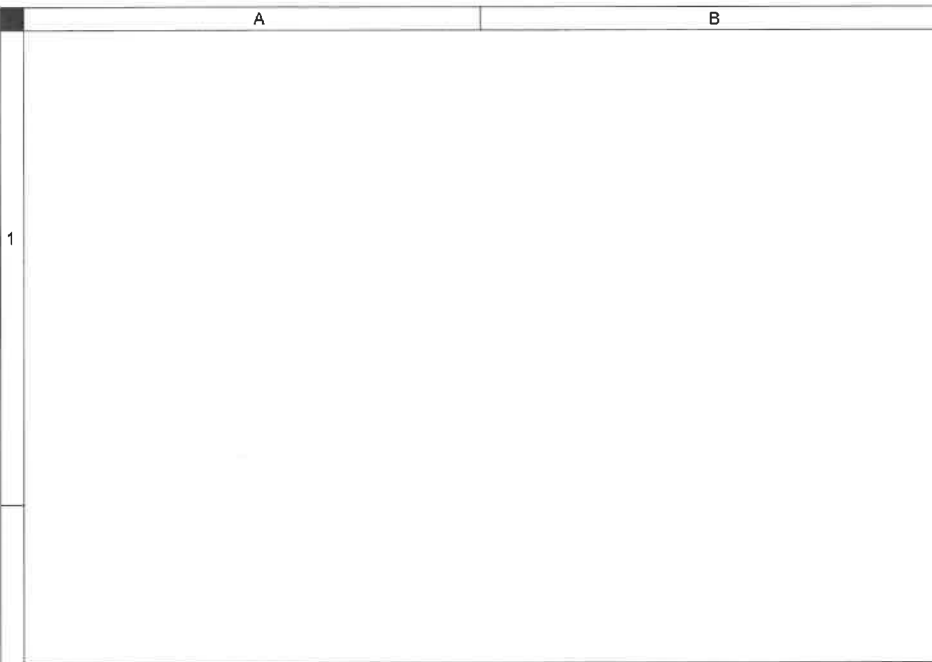
E4 CASTINGS FOR STORM SEWER MANHOLES, (SW-602)
NOT TO SCALE

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Wisconsin Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.233.9104 | www.shivehattery.com
Iowa | Illinois | Indiana

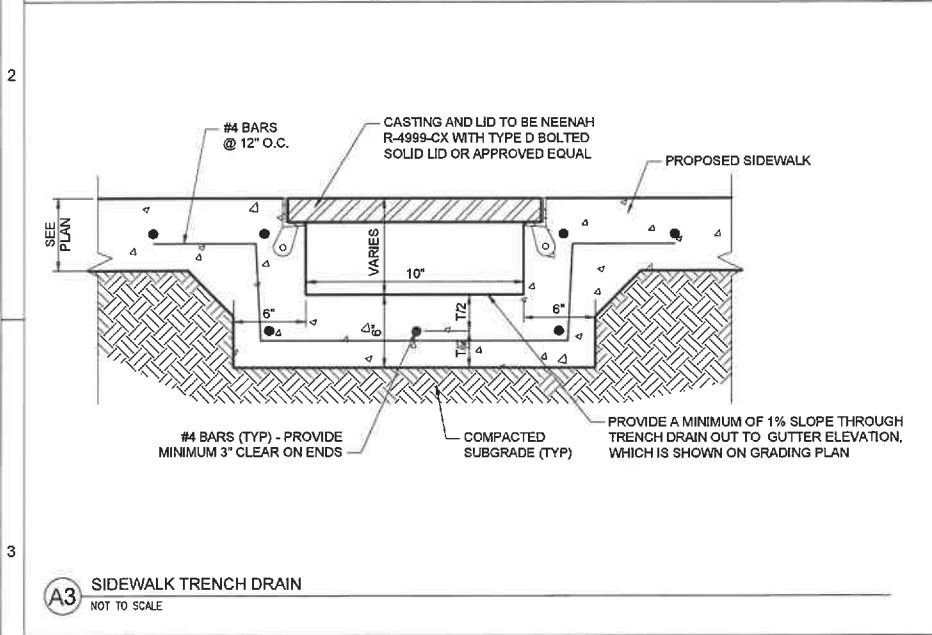
DAVE & BUSTER'S
JORDAN CREEK TOWN CENTER
BROOKFIELD PROPERTIES RETAIL
101 JORDAN CREEK PKWY., WEST DES MOINES, IA 50265

DRAWN: KRW
APPROVED: KAS
ISSUED FOR: CITY APPROVAL
DATE: 04/21/2020
PROJECT NO: 419400-0
FIELD BOOK: 1
CLIENT NO: 1

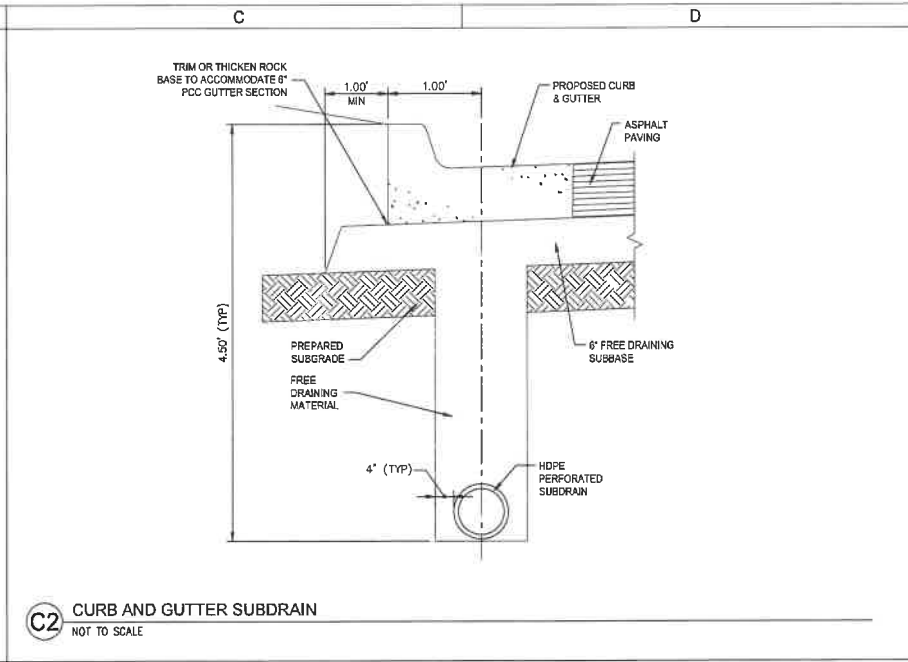
CONSTRUCTION
DETAILS
C503



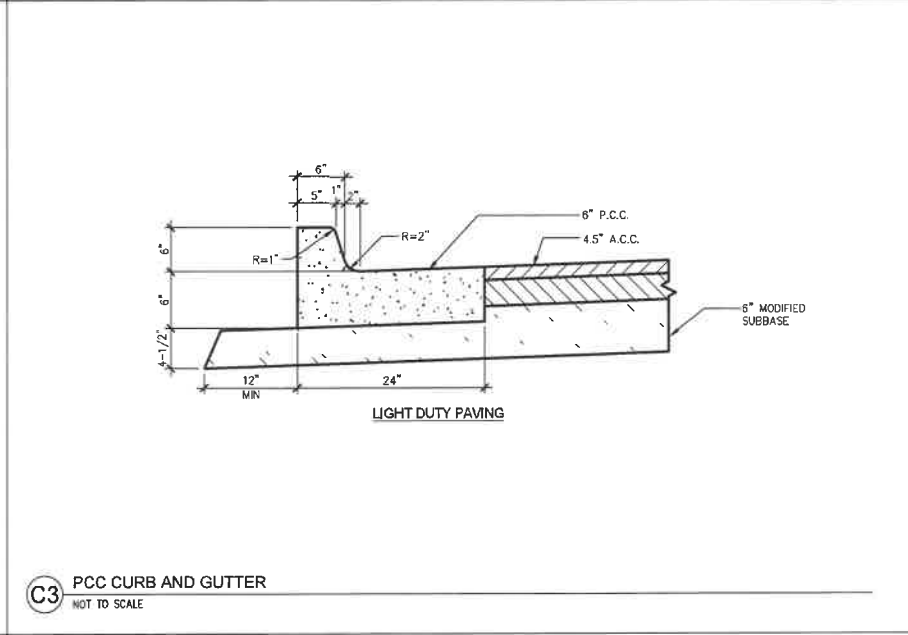
A3 SIDEWALK TRENCH DRAIN
NOT TO SCALE



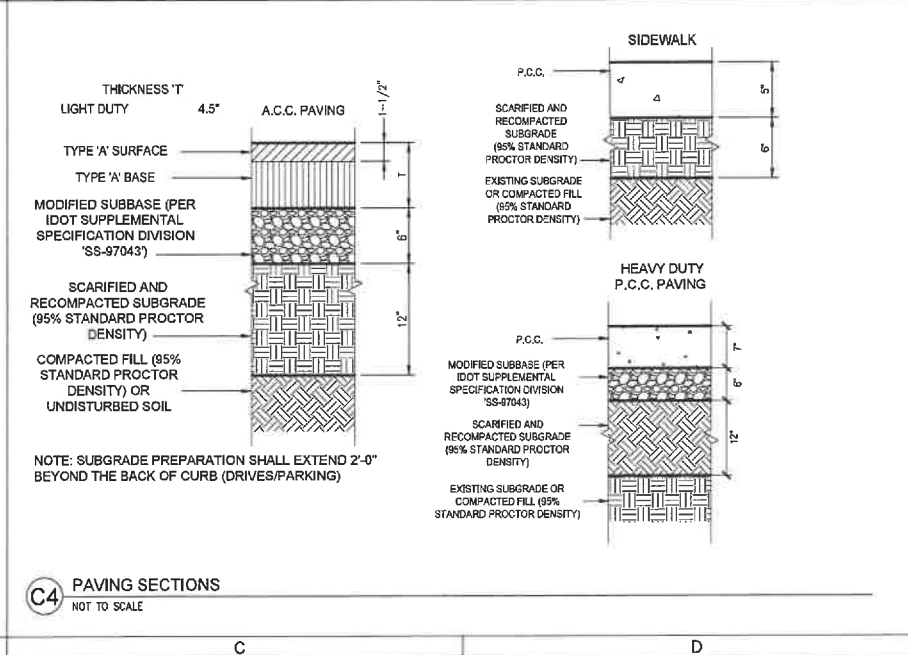
A4 HANDICAP SYMBOL
NOT TO SCALE



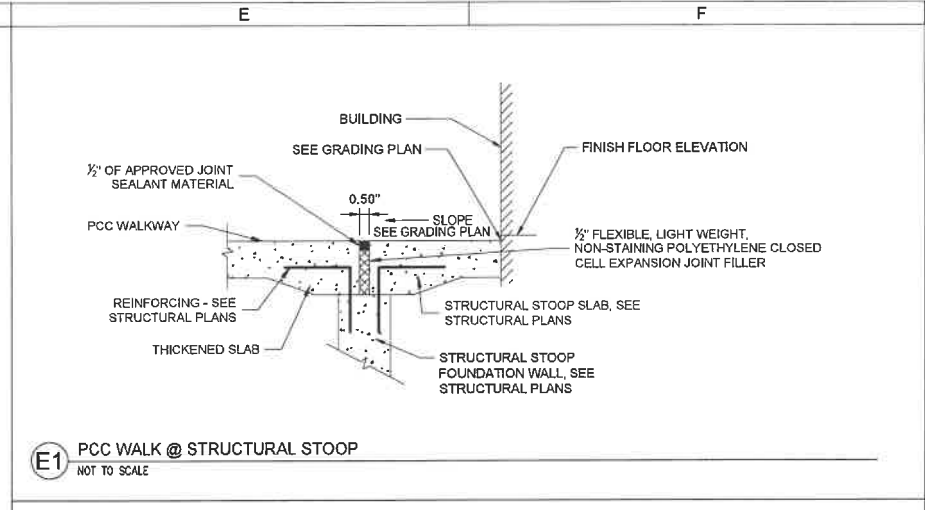
C2 CURB AND GUTTER SUBDRAIN
NOT TO SCALE



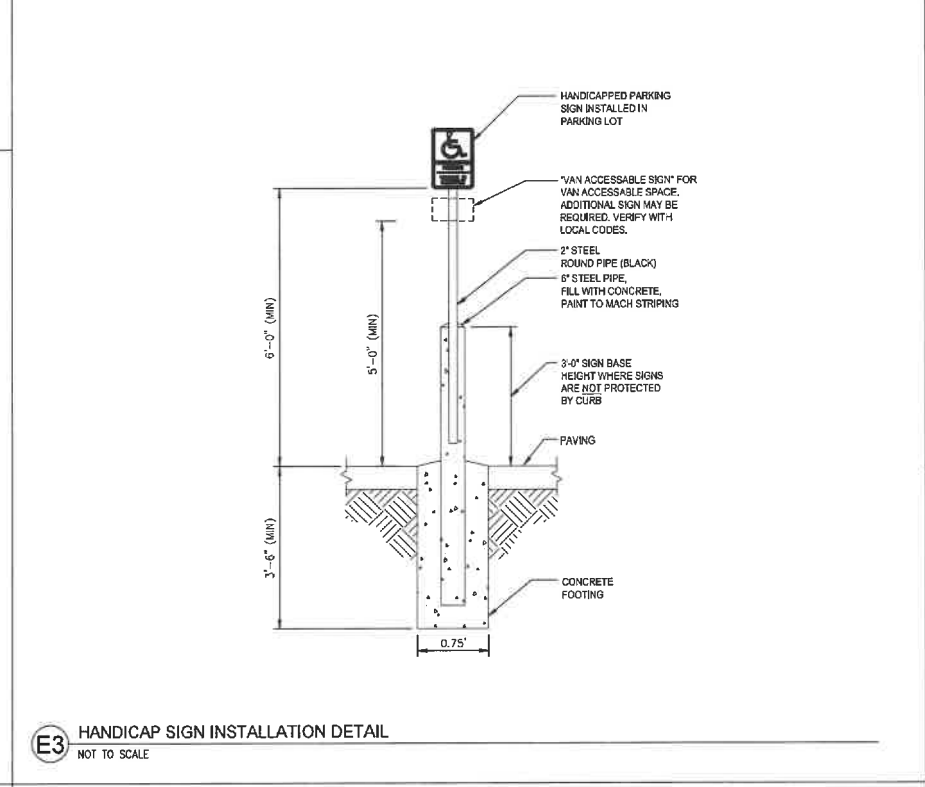
C3 PCC CURB AND GUTTER
NOT TO SCALE



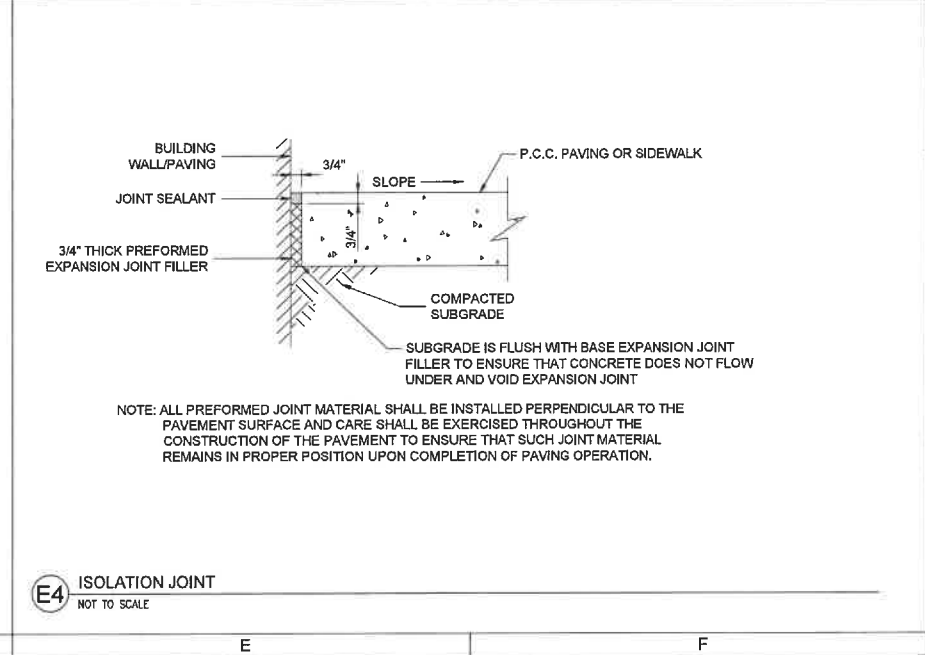
C4 PAVING SECTIONS
NOT TO SCALE



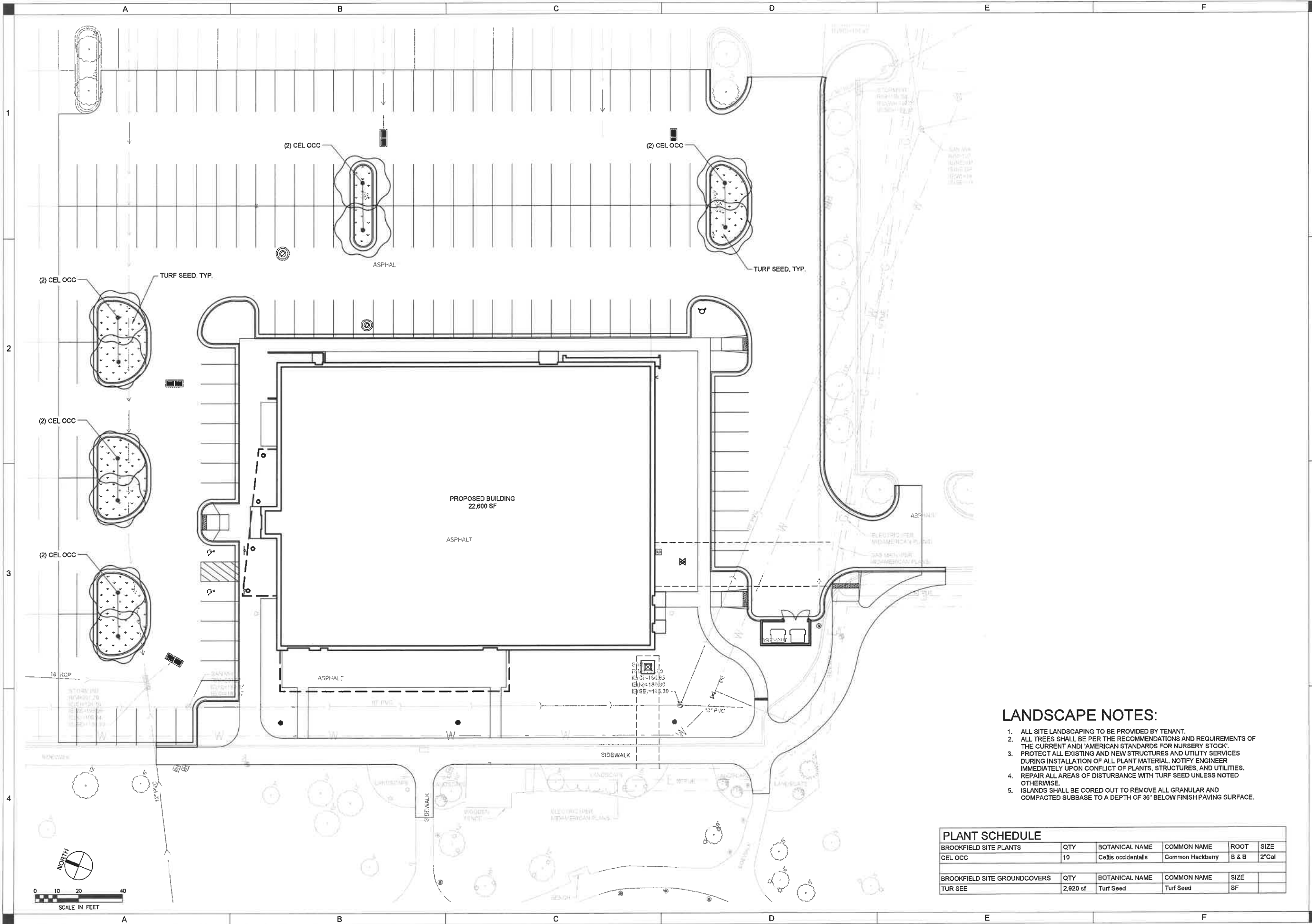
E1 PCC WALK @ STRUCTURAL STOOP
NOT TO SCALE



E3 HANDICAP SIGN INSTALLATION DETAIL
NOT TO SCALE



E4 ISOLATION JOINT
NOT TO SCALE



LANDSCAPE NOTES:

1. ALL SITE LANDSCAPING TO BE PROVIDED BY TENANT.
2. ALL TREES SHALL BE PER THE RECOMMENDATIONS AND REQUIREMENTS OF THE CURRENT AND I AMERICAN STANDARDS FOR NURSERY STOCK.
3. PROTECT ALL EXISTING AND NEW STRUCTURES AND UTILITY SERVICES DURING INSTALLATION OF ALL PLANT MATERIAL. NOTIFY ENGINEER IMMEDIATELY UPON CONFLICT OF PLANTS, STRUCTURES, AND UTILITIES.
4. REPAIR ALL AREAS OF DISTURBANCE WITH TURF SEED UNLESS NOTED OTHERWISE.
5. ISLANDS SHALL BE CORED OUT TO REMOVE ALL GRANULAR AND COMPACTED SUBBASE TO A DEPTH OF 36" BELOW FINISH PAVING SURFACE.

BROOKFIELD SITE PLANTS					
CEL OCC	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
	10	<i>Celtis occidentalis</i>	Common Hackberry	B & B	2' Cal

BROOKFIELD SITE GROUNDCOVERS				
TUR SEE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	2,920 sf	Turf Seed	Turf Seed	SF

LANDSCAPE PLAN

L101

DRAWN: EDR	APPROVED: KAS
ISSUED FOR: CITY APPROVAL	DATE: 04/21/2020
PROJECT NO: 418400	FIELD BOOK: -
CLIENT NO: -	

Prepared by: B. Portz, 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, APPROVING THE PRELIMINARY PLAT OF LOT 18, JORDAN CREEK TOWN CENTER REPLAT 1 (PP-004654-2020) TO CREATE ONE COMMERCIAL LOT AND APPROVAL OF A SITE PLAN TO ALLOW CONSTRUCTION OF A BUILDING PAD FOR THE FUTURE CONSTRUCTION OF A 22,600 SQUARE FOOT ENTERTAINMENT FACILITY ALONG WITH PARKING LOT MODIFICATIONS AND LANDSCAPING.

WHEREAS, pursuant to the provisions of Title 10, and Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Brookfield Properties Retail, on behalf of the owner, Jordan Creek Town Center, LLC, has requested approval for a Preliminary Plat (PP-004654-2020) for that approximately 37,000 square foot site located at 170 S. Jordan Creek Parkway for the purpose of subdividing the property into one lot for commercial development and has requested approval of a Site Plan (SP-004660-2020) to construct a building pad for the future construction of a 22,600 square foot entertainment facility along with parking lot modifications and landscaping;

Legal Description of Property

A PARCEL OF LAND LOCATED IN LOT 18 JORDAN CREEK TOWN CENTER REPLAT 1, AN OFFICIAL PLAT, NOW IN AND FORMING A PART OF WEST DES MOINES, DALLAS COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 JORDAN CREEK TOWN CENTER REPLAT 1; THENCE SOUTH 82°51'58" WEST, FOR A DISTANCE OF 468.86 FEET TO THE POINT-OF-BEGINNING; THENCE NORTH 22°00'00" WEST, FOR A DISTANCE OF 214.98 FEET; THENCE SOUTH 68°00'00" WEST, FOR A DISTANCE OF 162.00 FEET; THENCE SOUTH 22°00'00" EAST, FOR A DISTANCE OF 246.78 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 15.00 FEET; THENCE ALONG SAID CURVE WHOSE CHORD BEARS SOUTH 67°00'00" EAST, WITH A CHORD LENGTH OF 21.21 FEET, FOR A DISTANCE OF 23.56 FEET; THENCE NORTH 68°00'00" EAST, FOR A DISTANCE OF 40.50 FEET; THENCE NORTH 22°00'00" WEST, FOR A DISTANCE OF 46.80 FEET; THENCE NORTH 68°00'00" EAST, FOR A DISTANCE OF 106.50 FEET TO THE POINT-OF-BEGINNING. CONTAINING 37,375 SQUARE FEET (0.858 ACRES) MORE OR LESS.

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

WHEREAS, on April 27, 2020, the Plan and Zoning Commission did recommend to the City Council approval of the Preliminary Plat (PP-004654-2020); and

WHEREAS, on April 27, 2020, the Plan and Zoning Commission did recommend to the City Council

approval of the Site Plan (SP-004660-2020); and

WHEREAS, on, May 4, 2020, this City Council held a duly noticed meeting to consider the application for Preliminary Plat/Site Plan (PP-004654-2020/SP-004660-2020).

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

SECTION 1. The findings, for approval, stated in the staff report, dated May 4, 2020, or as amended orally at the City Council meeting of May 4, 2020, are adopted.

SECTION 2. PRELIMINARY PLAT (PP-004654-2020) to create one lot and **SITE PLAN** (SP-004660-2020) to allow construction of a building pad for the future construction of a 22,600 square foot entertainment facility along with parking lot modifications and landscaping is approved, subject to compliance with all the conditions in the staff report, dated May 4, 2020, including conditions added at the Hearing, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 4, 2020.

Steven K. Gaer
Mayor

ATTEST:

Ryan Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on May 4, 2020, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. This approval only allows for issuance of a building permit for footings and foundation and private utilities. No above ground building construction is permitted on the site until the building elevations and foundation landscaping are approved by the City.
2. Grease interceptor locations and connections are not approved with this review. The grease interceptor locations and connections will be reviewed with the building elevations and foundation landscaping review.

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

Date: May 4, 2020

ITEM: Westport 2020 Preliminary Plat, 33346 V Court – Subdivide property into 83 lots for single family development, 5 public street lots, 4 outlots for future development and 1 outlot for storm water detention – Westport Development LLC – PP-004506-2019

Resolution: Approval of Preliminary Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The property owner, Westport Development, LLC, represented by Eric Cannon of Snyder & Associates, Inc., is requesting approval of a revised Preliminary Plat for approximately 30.5 acres located at 33346 V Court. The applicant proposes to subdivide the property into 83 lots for single family development, 5 lots for public streets, 4 outlots for future development and 1 outlot for storm water detention. This portion of the development was indicated as an outlot for future development on the original preliminary plat that was approved in 2016.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: April 27, 2020

Motion: Adopt a resolution recommending the City Council approve the Westport 2020 Preliminary Plat

OUTSTANDING ISSUES: There are no outstanding issues.

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

- Applicant's Request
- History
- City Council Subcommittee - NA
- Staff Review and Comments
 - *V Court Paving*
 - *Outlots*
 - *Temporary Turnarounds*
 - *Preliminary Plat Entitlement*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Westport 2020 Preliminary Plat to subdivide the property into 83 single family lots, 5 lots for public streets, 4 outlots for future development and 1 outlot for storm water detention, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. Outlots T, U, V and W are unbuildable until replatted through the City's Subdivision process into buildable residential lots. Outlots U and V do not meet minimum lot width standards in their current form. In order to be built upon, additional land will need to be acquired so that outlots U and V meet minimum lot width requirements.
2. No combustible construction or storage shall occur within the Westport 2020 Preliminary Plat property until the necessary streets and water mains are installed to provide access and water for use by emergency services.

3. The applicant acknowledging that the associated Final plats must be approved and released for recordation by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits, for any lot within the plat.
4. The applicant receiving City approval of Public Improvement Construction Plans for any public improvements prior to construction. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the City prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.
5. Applicant agreeing to construct a temporary cul-de-sac turnaround and execute appropriate easements and agreements related to construction and on-going maintenance responsibilities of the turnaround.
6. Applicant acknowledging that all Final Plats shall adhere to and reflect city code requirements adopted at the time of consideration by the City Council. Construction on a legal lot of record must meet the specific development standards (i.e. setback, building separation, building height, etc.) applicable to the designated zoning district that are in effect at the time of construction.

Lead Staff Member: Brian Portz, AICP

Staff Reviews:

Department Director	<i>JA</i>
Appropriations/Finance	
Legal	<i>DS</i>
Agenda Acceptance	<i>JA</i>

PUBLICATION(S) (if applicable)

Published In	not required
Date(s) Published	NA
Letter sent to surrounding property owners	NA

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Preliminary Plat (For illustrative purposes only – Approved plans in file)
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

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

Meeting Date: April 27, 2020

Item: Westport Revised Preliminary Plat, 33346 V Court – Subdivide property into 83 lots for single family development, 5 public street lots, 4 outlots for future development and 1 outlot for storm water detention – Westport Development LLC – PP-004506-2019

Requested Action: Recommend Approval of Preliminary Plat

Case Advisor: Brian Portz, AICP

Applicant's Request: The property owner, Westport Development, LLC, represented by Eric Cannon of Snyder & Associates, Inc., is requesting approval of a revised Preliminary Plat for approximately 30.5 acres located at 33346 V Court. The applicant proposes to subdivide the property into 83 lots for single family development, 5 lots for public streets, 4 outlots for future development and 1 outlot for storm water detention. This portion of the development was indicated as an outlot for future development on the original preliminary plat that was approved in 2016.

History: The property is undeveloped. The property was annexed into the City at the request of the applicant in early 2015. In September 2015, a Comprehensive Plan Amendment and rezoning was approved to allow for single family development of this property. The eastern part of the Westport subdivision was platted in 2016.

City Council Subcommittee: This item wasn't presented to the Development and Planning City Council Subcommittee.

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

- **V Court Paving:** On the Comprehensive Plan adopted ultimate streets map, V Court on the western edge of the Westport development is proposed to be a minor arterial street and will swing further to the west to connect to the future extension of EP True Parkway. This location of V Court will be finalized with development of the property to the west of Westport. The existing V Court location will become a local street to provide access to the existing residences at the end of V Court. Since the Westport development is adjacent to V Court, the developer is required to pave 1 ½ lanes of V Court or provide surety for the eventual paving of the street. The developer does not intend to pave V Court at this time, so he will be submitting surety for the paving. Surety will be submitted as a part of each final plat that directly connects to V Court. As proposed, this will be when the final plats for Plat 2 and Plat 3 are approved by the City Council.
- **Outlots:** Outlots are proposed as a part of the preliminary plat. Outlots T, U, V and W are being reserved as outlots for future development as individual residential lots. These lots are being platted as outlots since it is not determined at this time exactly where V Court will be located in the future. Since outlots are unbuildable lots, these outlots will need to be replatted prior to development. It should be noted that outlots U and V could not be developed as residential lots in their proposed form because they do not meet minimum lot width for corner lots. The applicant is aware of this and expects that when the actual location of V Court is determined, these lots will gain property from the V Court right-of-way and will be replatted at that time. Staff recommends a condition of approval stipulating that Outlots U and V do not meet minimum corner lot width requirements and therefore cannot be developed as residential lots in their proposed form. Staff recommends an

additional condition of approval raising awareness that outlots are unbuildable until such time that they are replatted through the City's Subdivision process.

- **Temporary Turnarounds:** A temporary gravel turnaround will be located at the dead end of Wesport Drive until such time that this street is extended in the future as a part of Plat 3. The turnaround will be sized such that public services vehicles and emergency vehicles can turnaround without having to back up. A temporary turnaround easement for public access and maintenance responsibilities will be executed in conjunction with the Plat 2 final plat for this turnaround.
- **Preliminary Plat Entitlement:** A Preliminary Plat is intended to demonstrate that the intended development can abide by code provisions for the specific applicable zoning district and use and that the transportation and utility networks are sufficient for the development and may be appropriately extended to surrounding areas. City Code states: "*The approval of the preliminary plat by Council shall be null and void unless the final plat is presented to the Council within one year after date of approval of the preliminary plat.*" A developer can choose to present one Final Plat that includes all of the area included in the associated Preliminary Plat or phase development and include only a portion of the area with each Final Plat. Phasing is done for various reasons, but most commonly to either force sales of lots within a certain area prior to opening up other areas or because a developer doesn't have the financial means to provide for all of the infrastructure within the full Preliminary Plat area. What is unclear with the current code language is whether phasing the project and submitting multiple Final Plats based on an approved Preliminary Plat allows a developer to ignore any code changes that occur between the time of Preliminary Plat approval and the Council's consideration of a Final Plat. Until such time that city code can be amended to clarify, staff recommends that all lots included within a final plat be required to meet regulations stated in the city code adopted at the time of final plat consideration by the City Council, including code changes that have occurred since approval of the Preliminary Plat. This approach could result in minor changes from the Preliminary Plat such as the number of lots created (both increase or decrease), change to the buildable area of a lot due to increase or decrease in setback requirements, or street geometry adjustments. Buildings (i.e. homes) to be constructed within a final platted area must always be constructed according to Building and Fire Codes at the time of construction. A condition of approval is recommended clarifying adherence to city code at time of Final Plat.

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

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Preliminary Plat to create 83 lots for single family development, 5 lots for public streets, 4 outlots for future development and 1 outlot for storm water detention, subject to the applicant meeting all City Code requirements and the following:

1. Outlots T, U, V and W are unbuildable until replatted into buildable residential lots. Outlots U and V do not meet minimum lot width standards in their current form. In order to be built upon, additional land will need to be acquired so that outlots U and V meet minimum lot width requirements.
2. No combustible construction or storage shall occur on the Westport Revised Preliminary Plat property until the necessary streets and water mains are installed to provide access and water for use by emergency services.
3. The applicant acknowledging that the associated Final plats must be approved and released for recordation by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits, for any lot within the plat.
4. The applicant receiving City approval of Public Improvement Construction Plans for any public improvements prior to implementation. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the City prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.
5. Applicant agreeing to construct a temporary cul-de-sac turnaround and execute appropriate easements and agreements related to construction and on-going maintenance responsibilities of the turnaround.
6. All Final Plats shall adhere to and reflect city code requirements adopted at the time of consideration by the City Council. Construction on a legal lot of record must meet the specific development standards (i.e. setback, building separation, building height, etc.) applicable to the designated zoning district that are in effect at the time of construction.

Property Owner/Applicant: Westport Development, LLC
11059 Brookdale Drive
West Des Moines, IA 50266
Attn: Willis Van Zee
will@dynastypartners.com

Applicant's Representatives: Snyder & Associates, Inc.
2727 SW Snyder Boulevard
Ankeny, IA 50023
Attn: Eric Cannon
ecannon@snyder-associates.com

Attachments:

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Preliminary Plat

RESOLUTION NO. PZC-20-016

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A PRELIMINARY PLAT TO SUBDIVIDE PROPERTY INTO 83 LOTS FOR SINGLE FAMILY DEVELOPMENT, 5 LOTS FOR PUBLIC STREETS, 4 OUTLOTS FOR FUTURE DEVELOPMENT, AND 1 OULOT FOR STORM WATER DETENTION

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Westport Development, LLC, has requested approval for a Preliminary Plat (PP-004506-2019) to create 83 single family residential lots, 5 lots for public streets, 4 outlots for future development and 1 outlot for storm water detention, on that 30.5 acre site located at 33346 V Court; and

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

WHEREAS, on April 27, 2020, this Commission held a duly-noticed public meeting to consider the application for a Preliminary Plat.

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

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

SECTION 2. The Preliminary Plat (PP-004506-2019) to subdivide the property into 83 single family residential lots, 5 lots for public streets, 4 outlots for future development and 1 outlot for storm water detention, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on April 27, 2020.

Erica Andersen

Erica Andersen, Chairperson
Plan and Zoning Commission

ATTEST:

Jennifer Canaday
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on April 27, 2020, by the following vote:

AYES: Andersen, Conlin, Costa, Crowley, Drake, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

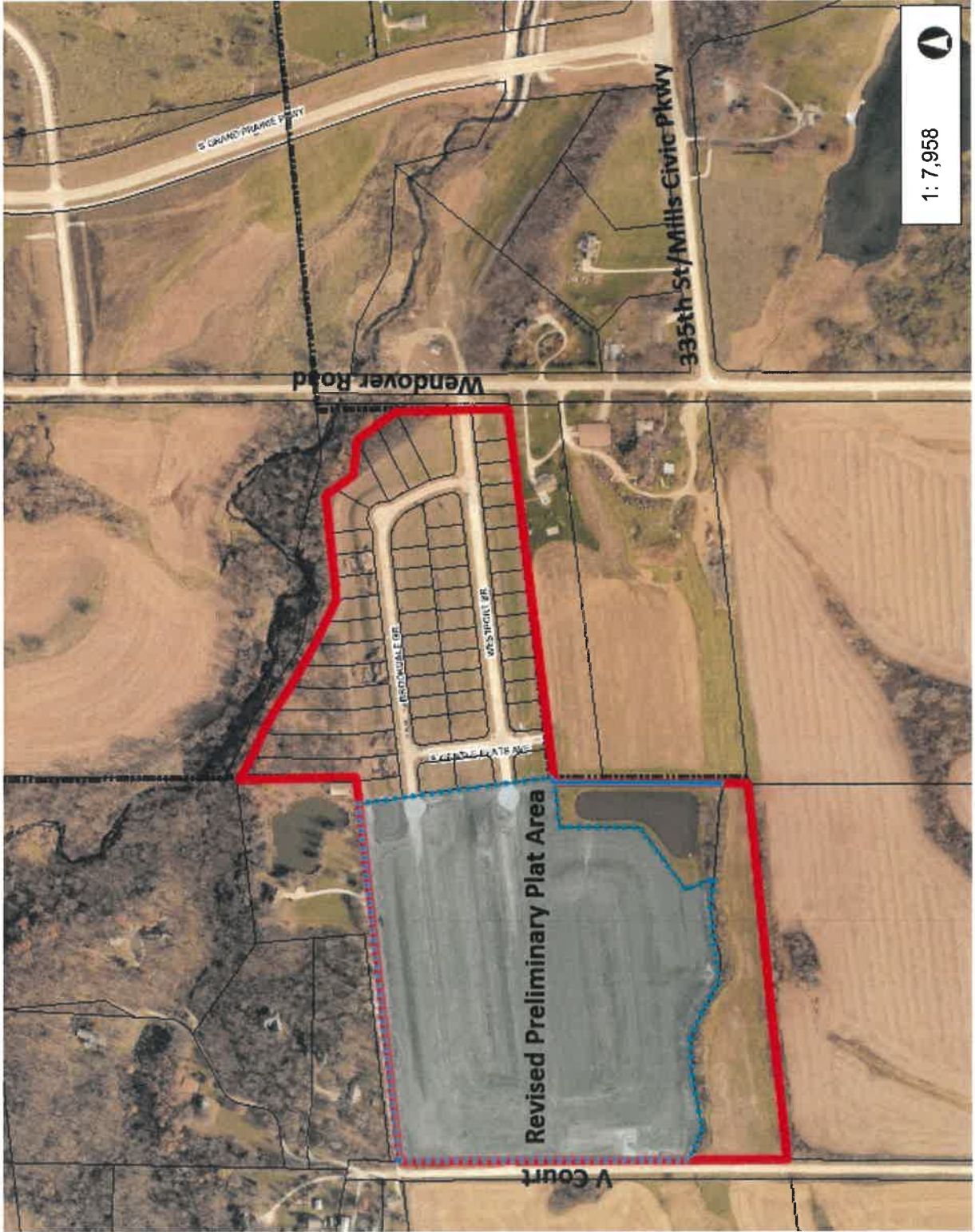
Jennifer Canaday
Recording Secretary

Exhibit A
CONDITIONS OF APPROVAL

1. Outlots T, U, V and W are unbuildable until replatted into buildable residential lots. Outlots U and V do not meet minimum lot width standards in their current form. In order to be built upon, additional land will need to be acquired so that outlots U and V meet minimum lot width requirements.
2. No combustible construction or storage shall occur on the Westport Revised Preliminary Plat property until the necessary streets and water mains are installed to provide access and water for use by emergency services.
3. The applicant acknowledging that the associated Final plats must be approved and released for recordation by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits, for any lot within the plat.
4. The applicant receiving City approval of Public Improvement Construction Plans for any public improvements prior to implementation. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the City prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.
5. Applicant agreeing to construct a temporary cul-de-sac turnaround and execute appropriate easements and agreements related to construction and on-going maintenance responsibilities of the turnaround.
6. All Final Plats shall adhere to and reflect city code requirements adopted at the time of consideration by the City Council. Construction on a legal lot of record must meet the specific development standards (i.e. setback, building separation, building height, etc.) applicable to the designated zoning district that are in effect at the time of construction.



Westport



1: 7,958

Legend

- Corporate Limits
- Parcels



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1,326.3 0 663.13 1,326.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© City of West Des Moines, Iowa

WESTPORT 2020

PRELIMINARY PLAT

LEGEND

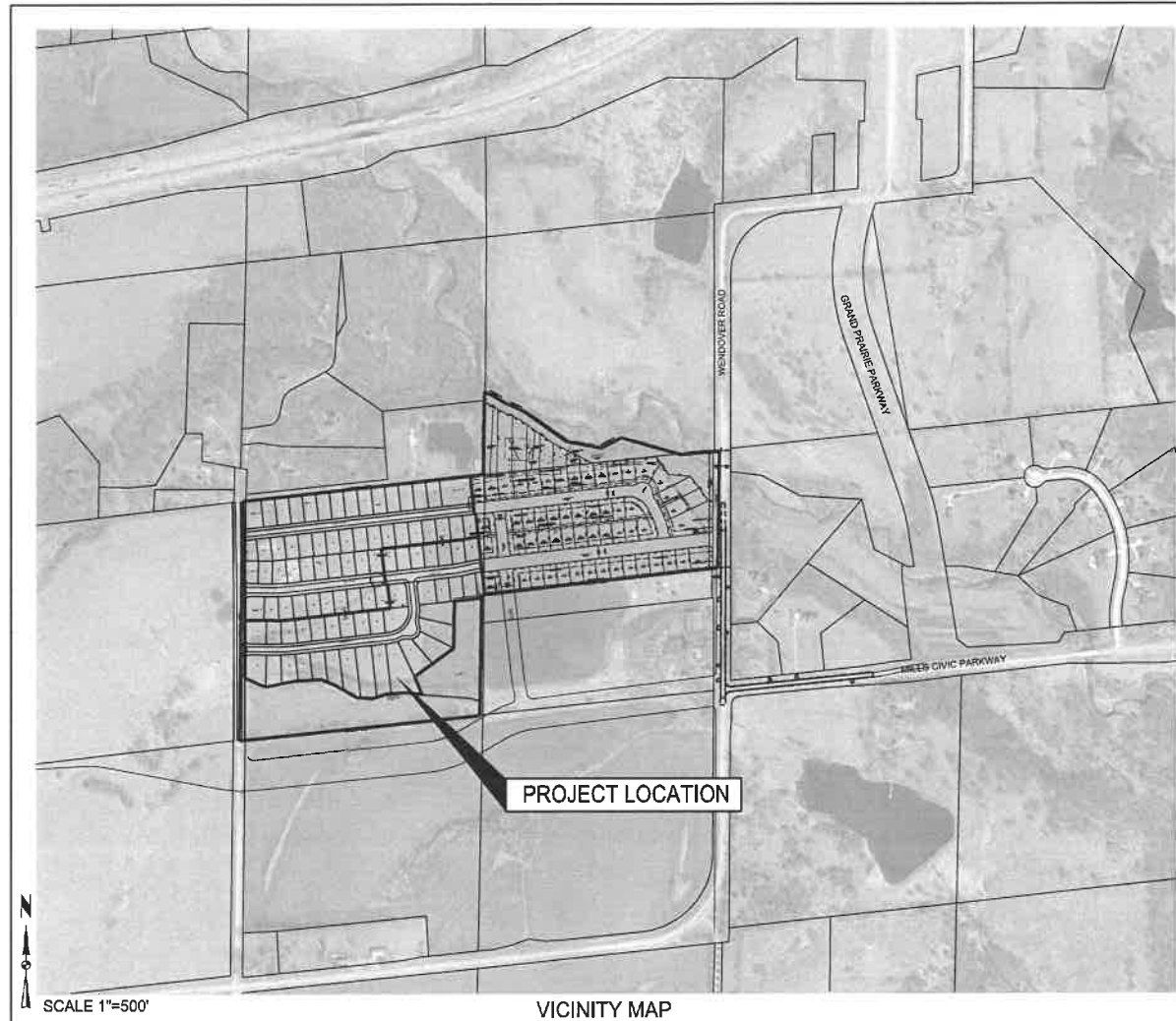
Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	-x-x-	-x-x-
Fence (Chain Link)	-x-x-	-x-x-
Fence (Wood)	-x-x-	-x-x-
Fence (Silt)	-x-x-	-x-x-
Tree Line	-x-x-	-x-x-
Tree Stump	-x-x-	-x-x-
Deciduous Tree \ Shrub	(Symbol)	(Symbol)
Coniferous Tree \ Shrub	(Symbol)	(Symbol)
Communication	(Symbol)	(Symbol)
Overhead Communication	OC(x)	C
Fiber Optic	FO(x)	FO
Underground Electric	E(x)	E
Overhead Electric	OE(x)	OE
Gas Main with Size	4" G(x)	4" G
High Pressure Gas Main with Size	4" HPG(x)	4" HPG
Water Main with Size	8" W(x)	8" W
Sanitary Sewer with Size	8" S(x)	8" S
Duct Bank	DU(x)	S
Test Hole Location for SUE w/ID	251	

(*) Denotes the survey quality service level for utilities

Sanitary Manhole	(Symbol)	(Symbol)
Storm Sewer with Size	12" ST	12" ST
Storm Manhole	(Symbol)	(Symbol)
Single Storm Sewer Intake	(Symbol)	(Symbol)
Double Storm Sewer Intake	(Symbol)	(Symbol)
Fire Hydrant	(Symbol)	(Symbol)
Fire Hydrant on Building	(Symbol)	(Symbol)
Water Main Valve	(Symbol)	(Symbol)
Water Service Valve	(Symbol)	(Symbol)
Well	(Symbol)	(Symbol)
Utility Pole	(Symbol)	(Symbol)
Guy Anchor	(Symbol)	(Symbol)
Utility Pole with Light	(Symbol)	(Symbol)
Utility Pole with Transformer	(Symbol)	(Symbol)
Street Light	(Symbol)	(Symbol)
Yard Light	(Symbol)	(Symbol)
Electric Box	(Symbol)	(Symbol)
Electric Transformer	(Symbol)	(Symbol)
Traffic Sign	(Symbol)	(Symbol)
Communication Pedestal	(Symbol)	(Symbol)
Communication Manhole	(Symbol)	(Symbol)
Communication Handhole	(Symbol)	(Symbol)
Fiber Optic Handhole	(Symbol)	(Symbol)
Gas Valve	(Symbol)	(Symbol)
Gas Manhole	(Symbol)	(Symbol)
Gas Apparatus	(Symbol)	(Symbol)
Fence Post or Guard Post	(Symbol)	(Symbol)
Underground Storage Tank	(Symbol)	(Symbol)
Above Ground Storage Tank	(Symbol)	(Symbol)
Sign	(Symbol)	(Symbol)
Satellite Dish	(Symbol)	(Symbol)
Mailbox	(Symbol)	(Symbol)
Soil Boring	(Symbol)	(Symbol)

LEGEND

Survey	Found	Set
Section Corner	(Symbol)	(Symbol)
1/2" Rebor, Cap # 11579	(Symbol)	(Symbol)
(Unless Otherwise Noted)		
ROW Marker	(Symbol)	(Symbol)
ROW Rail	(Symbol)	(Symbol)
Control Point	(Symbol)	(Symbol)
Bench Mark	(Symbol)	(Symbol)
Plotted Distance	(Symbol)	(Symbol)
Measured Bearing & Distance	(Symbol)	(Symbol)
Recorded As	(Symbol)	(Symbol)
Deed Distance	(Symbol)	(Symbol)
Calculated Distance	(Symbol)	(Symbol)
Minimum Protection Elevation	(Symbol)	(Symbol)
Centerline	(Symbol)	(Symbol)
Section Line	(Symbol)	(Symbol)
1/4 Section Line	(Symbol)	(Symbol)
1/4 1/4 Section Line	(Symbol)	(Symbol)
Easement Line	(Symbol)	(Symbol)



PLAT DESCRIPTION

OUTLOT "X" AND THE NORTH 10.00 FEET OF OUTLOT "Z", WESTPORT PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

OWNER

WESTPORT DEVELOPMENT, LLC.
P.O. BOX 573
JOHNSTON, IA 50131
CONTACT: WILLIS VAN ZEE
PHONE: 515-480-4560

ENGINEER

SNYDER & ASSOCIATES, INC.
2727 SNYDER BLVD
P.O. BOX 1159
ANKENY, IA 50023
CONTACT: ERIC CANNON
515-964-2020

COMPREHENSIVE PLAN LAND USE

EXISTING: SINGLE FAMILY RESIDENTIAL
PROPOSED: SINGLE FAMILY RESIDENTIAL

ZONING

EXISTING: R-1 SINGLE FAMILY RESIDENTIAL
PROPOSED: R-1 SINGLE FAMILY RESIDENTIAL

BULK REGULATIONS (R-1 DISTRICT)

MINIMUM LOT AREA = 7,500 SF
MINIMUM LOT WIDTH = 60' (Measured at Building Setback Line)
(Corner Lots Require an additional 25' of width at Building Setback Line)
FRONT YARD SETBACK = 30'
REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 7' Minimum (15' Total)

BENCHMARKS

CITY OF WEST DES MOINES (WDM) #095
BRASS DISK 1.1 MILES WEST OF INTERSECTION OF 88TH STREET AND 335TH STREET, (DALLAS COUNTY), TOP OF SOUTHWEST CONCRETE BRIDGE RAIL ON BRIDGE OVER FOX CREEK.
ELEVATION - WDM DATUM=107.68 FEET (NAVD88=881.69 FEET)
NORTHING: 567621.611
EASTING: 1544673.022

CITY OF WEST DES MOINES (WDM) #130
STANDARD BENCHMARK SOUTHWEST CORNER OF BOONEVILLE ROAD AND "V" PLACE, 3 FEET NORTH OF SOUTH RIGHT-OF-WAY FENCE ON BOONEVILLE ROAD AND IN LINE WITH EAST EDGE OF "V" PLACE, WEST SIDE OF FIELD ENTRANCE.
ELEVATION - WDM DATUM=99.85 FEET (NAVD88=873.86 FEET)
NORTHING: 559767.987
EASTING: 1540020.283

BM31
NORTHING: 567379.451
EASTING: 1542757.397
ELEVATION: 906.975

BM32
NORTHING: 568756.239
EASTING: 1542758.270
ELEVATION: 882.855

BM33
NORTHING: 567182.809
EASTING: 1540068.717
ELEVATION: 950.606

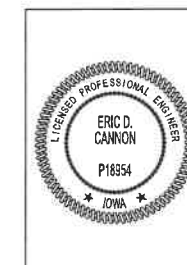
BM34
NORTHING: 568418.257
EASTING: 1540050.764
ELEVATION: 971.244

NOTES

SEE SHEET 2 of 7 FOR GENERAL NOTES WEST DES MOINES PN# PP-003107-2016

INDEX OF SHEETS

1. TITLE SHEET
2. GENERAL NOTES AND PROJECT INFORMATION
3. TYPICAL SECTIONS
4. OVERALL SITE LAYOUT PLAN
5. LAYOUT PLAN
6. UTILITY PLAN
7. GRADING AND EROSION CONTROL PLAN



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Eric D. Cannon, P.E. Date
License Number P18954
My License Renewal Date is December 31, 2021
Pages or sheets covered by this seal:

REVISION	DATE	BY
4	3-27-20	JWM
3	3-13-20	JWM
2	2-21-20	JWM
1	11-08-19	JWM

Engineer: KMM Checked By: EDC Scale: 1"= 500'
Technician: JWM Date: 09-27-19 Field Bk: Pg: 1 of 7

WESTPORT 2020
PRELIMINARY PLAT - TITLE SHEET
SNYDER & ASSOCIATES, INC.
 WEST DES MOINES, IA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

Project No: 117.1012
Sheet 1 of 7

GENERAL NOTES

1. ALL SINGLE FAMILY LOTS SHALL COMPLY WITH (R-1) ZONING REGULATIONS FOR SINGLE FAMILY DEVELOPMENT AS SPELLED OUT IN THE WEST DES MOINES ZONING ORDINANCE.
2. BEFORE ANY GRADING OR SITE WORK TAKES PLACE, THE BUILDING DIVISION SHALL BE FORWARDED A COPY OF THE NPDES PERMIT.
3. CONTACT THE WEST DES MOINES WATER WORKS ONE WEEK BEFORE WORK COMMENCES ON PROJECT AND ALSO SHOW ALL CONSTRUCTION NEEDS IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
4. ALL CONSTRUCTION WITHIN PUBLIC ROW/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS AS WELL AS THE GEOTECH REPORT PREPARED BY ALLENDER BUTZKE PN 141464.
5. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC ROW/EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WEST DES MOINES ENGINEERING SERVICES (BEN MCALISTER 222-3475) TO SCHEDULE ANY REQUIRED INSPECTIONS. ROW EXCAVATION PERMITS CAN BE OBTAINED AT THE PUBLIC WORKS FACILITY (222-3480). IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
6. CONSTRUCTION DOCUMENTS NEED TO BE APPROVED BY THE CITY OF WEST DES MOINES PRIOR TO ANY CONSTRUCTION OF PUBLIC IMPROVEMENTS.
7. THIS PROPERTY IS NOT LOCATED WITH ANY FLOOD HAZARD ZONES.
8. NO STRUCTURES INCLUDING FENCES, PLAY STRUCTURES, SHEDS, ETC. MAY BE LOCATED WITHIN ANY BUFFER PARK EASEMENTS LOCATED ON LOT 1 AND LOTS 11-18. FENCES MAY BE PLACED WITHIN PUBLIC UTILITY EASEMENTS BUT THE PROPERTY OWNER IS RESPONSIBLE FOR ALL LABOR AND COSTS ASSOCIATED WITH REMOVING AND REPLACING THE FENCE AS NECESSARY. FENCES MAY BE PLACED WITHIN AN OVERLAND FLOWAGE EASEMENT PER CITY CODE WITH REQUIREMENTS ON MATERIALS AND GROUND CLEARANCE.
9. ALL PAVEMENT AND SIDEWALK REPLACEMENT WILL BE DONE AT THE SOLE COST OF THE PROPERTY OWNER.
10. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297.54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
13. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
14. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
15. ALL CONNECTIONS TO PUBLIC SEWERS SHALL BE CORE DRILLED.
16. CONSTRUCTION DRAWINGS FOR PROPOSED PUBLIC IMPROVEMENTS SHALL BE SUBMITTED AND APPROVED BY THE CITY ENGINEER.
17. ALL OVERLAND FLOWAGE EASEMENTS ARE ADEQUATE TO CONTAIN THE 100 YEAR STORM WITHIN THE EASEMENT AREA.
18. ALL OUTLOTS ARE UNBUILDABLE UNTIL THE TIME THAT THEY ARE RE-PLATED INTO BUILDABLE LOTS.
19. OUTLOT "Y" SHALL BE DEDICATED TO THE CITY OF WEST DES MOINES.
20. NO FUTURE MODIFICATIONS INCLUDING FILL, BRIDGES OR LANDSCAPING SHALL BE ALLOWED WITHIN THE SURFACE WATER FLOWAGE EASEMENT IN THE REAR YARD OF LOTS 1-13.
21. ALL SIDEWALK SECTIONS THROUGH RESIDENTIAL DRIVEWAYS SHALL BE 5' IN WIDTH.
22. ALL EXISTING WELLS ON SITE SHALL BE CAPPED AND ABANDONED OR REMOVED IN ACCORDANCE WITH ALL IDNR RULES AND REGULATIONS. SEE SHEET 5 FOR APPROXIMATE LOCATION.
23. PROVIDE ROAD CLOSURE AND DETOURS SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH MUTCD STANDARDS AND THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF WEST DES MOINES, DALLAS COUNTY AND ADJACENT PROPERTY OWNERS PRIOR TO CONSTRUCTION.
24. THE EXISTING SITE SURVEY WAS PROVIDED BY ENGINEER RESOURCE GROUP AND THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE EXISTING SITE CONDITIONS AS REPRESENTED ON THE DESIGN DRAWINGS. CONTRACTOR TO VERIFY ALL SITE CONDITIONS AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
25. ALL CONNECTIONS TO EXISTING PUBLIC STRUCTURES SHALL BE CORE DRILLED. ALL PUBLIC SEWERS CONSTRUCTED AS PART OF THIS PLAT WILL NEED TO BE TELEVIEWED BY THE CITY OF WEST DES MOINES AS PART OF THE FINAL INSPECTION. NOTIFY WEST DES MOINES PUBLIC WORKS (RON WIESE 515-222-3480) 48 HOURS IN ADVANCE OF INSPECTION.
26. IF ADDITIONAL PAVEMENT REMOVAL IS REQUIRED OTHER THAN A STANDARD BOX OUT, FULL PANEL REMOVAL WILL BE REQUIRED. NO HALF PANEL REMOVAL WILL BE ALLOWED.
27. FOR MAINLINE PAVING, THE CONTRACTOR SHALL SUBMIT THE PCC MIX SOURCE(S) TO THE WEST DES MOINES ENGINEERING SERVICES DEPARTMENT (BEN MCALISTER 222-3475) A MINIMUM OF 24 HOURS PRIOR TO PLACEMENT. THE CONTRACTOR SHALL USE THE SAME PCC MIX SOURCE FOR A MINIMUM OF 500 SQUARE YARDS OF CONTINUOUS PAVING.
28. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WEST DES MOINES ENGINEERING SERVICES DEPARTMENT (BEN MCALISTER 222-3475) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
29. ALL CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL WITH WEST DES MOINES ADDENDA.
30. COORDINATE STAGING AND TRAFFIC CONTROL WITH WDM EMERGENCY SERVICES.
31. LANE CLOSURE NOTICES MUST BE SUBMITTED TO WEST DES MOINES PUBLIC WORKS FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.
32. SUBMITTAL OF SWPPP TO THE CITY OF WEST DES MOINES IS REQUIRED PRIOR TO STARTING CONSTRUCTION.

UTILITIES

WATER: WEST DES MOINES WATER WORKS
SANITARY: CITY OF WEST DES MOINES

PUBLIC QUANTITIES		PRIVATE QUANTITIES	
8" SANITARY SEWER	3670 LF		
4" SANITARY SERVICE	85 EA		
SANITARY MANHOLE 48" DIA SW-301	17 EA		
CONNECT TO EXISTING SANITARY	2 LS		
8" WATER MAIN	3585 LF		
HYDRANT ASSEMBLY	8 EA		
BLOW-OFF HYDRANT	3 EA		
8" RW VALVE	9 EA		
1" WATER SERVICE	85 EA		
CONNECT TO EXISTING WATER MAIN	2 LS		
15" RCP STORM SEWER	2582 LF	6" PERFORATED SUBDRAIN	765 LF
15" FES	2 EA	15" RCP STORM SEWER	47 LF
18" RCP STORM SEWER	234 LF	18" RCP STORM SEWER	15 LF
24" RCP STORM SEWER	85 LF	24" RCP STORM SEWER	308 LF
		24" FES	2 EA
1.5" SERVICE	85 EA		
8" SUMP DRAIN	1035 LF		
STORM SEWER MANHOLE, 48" DIA TYPE A	3 EA	STORM SEWER MANHOLE, TYPE A	1 EA
STORM SEWER INTAKE, TYPE M-A	9 EA		
STORM SEWER INTAKE, TYPE M-C	7 EA		
SOTRM SEWER INTAKE, TYPE M-D	3 EA		
STORM SEWER INTAKE, TYPE M-E	3 EA		
		STORM SEWER INTAKE, 24" DIA TYPE SW-512 WITH TYPE 5 GRAITE	1 EA
RIP RAP 10'x10'x2'	15 TONS		
EROSION STONE	15 TONS	RIP RAP 10'x10'x2'	15 TONS
WESTPORT DRIVE PAVEMENT QUANTITIES			
6" DEPTH FULLY REINFORCED PCC PAVING	4542 SY		
12" DEPTH PREPARED SUBGRADE	5003 SY		
BROOKDALE DRIVE PAVEMENT QUANTITIES			
6" DEPTH PCC	3721 SY		
12" DEPTH PREPARED SUBGRADE	4168 SY		
TWILIGHT DRIVE PAVEMENT QUANTITIES			
6" DEPTH PCC	3725 SY		
12" DEPTH PREPARED SUBGRADE	4138 SY		
6" DEPTH GRANULAR CLASS A ROAD STONE	120 SY		
6" DEPTH PCC TRAIL	222 SY		

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY. THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 INCLUDING CREATING OR MAINTAINING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND POSSIBLY OBTAINING THE GENERAL PERMIT COVERAGE FROM THE IDNR.
2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN:

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE, AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
 - a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
 - b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
 - c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
 - d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
 - e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS, RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
 - f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
 9. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
 - h. RESPREAD A MINIMUM OF 4 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, OR SOD AS SOON AS PRACTICAL UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES NO LATER THAN 14 CALENDAR DAYS AFTER CONSTRUCTION ACTIVITY HAS FINISHED OR IS PLANNED TO BE DELAYED MORE THAN 21 CALENDAR DAYS.
 - j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
 - k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

REVISED AS PER CITY COMMENTS

MARK	REVISION	DATE	BY
4	REVISED AS PER CITY COMMENTS	3-27-20	JWM
3	REVISED AS PER OWNER	3-13-20	JWM
2	REVISED AS PER OWNER	2-11-20	JWM
1	REVISED AS PER CITY COMMENTS	11-08-19	JWM

Engineer: KMM
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Field Bc

Project No: 117.1012

Sheet 2 of 7

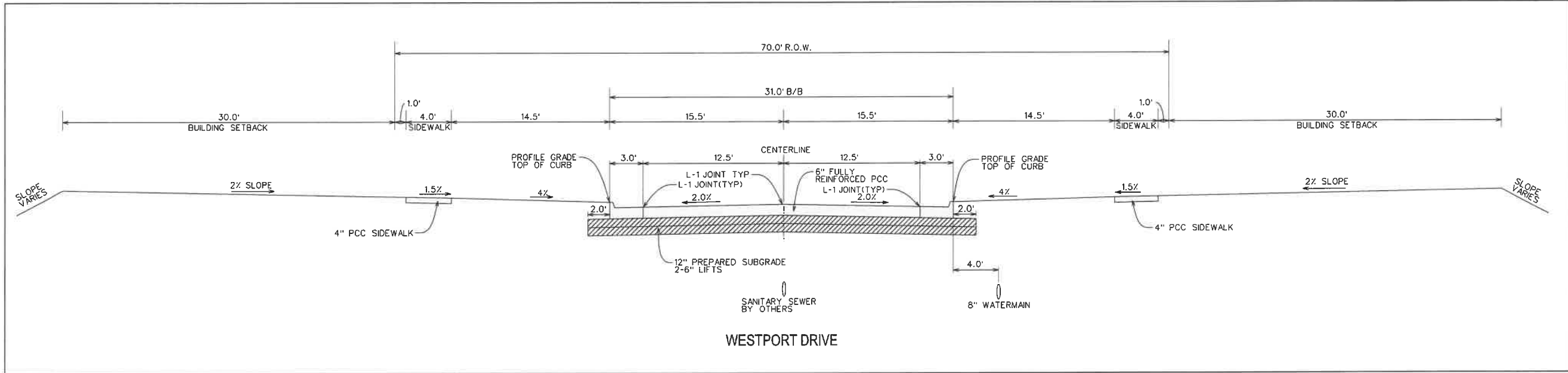
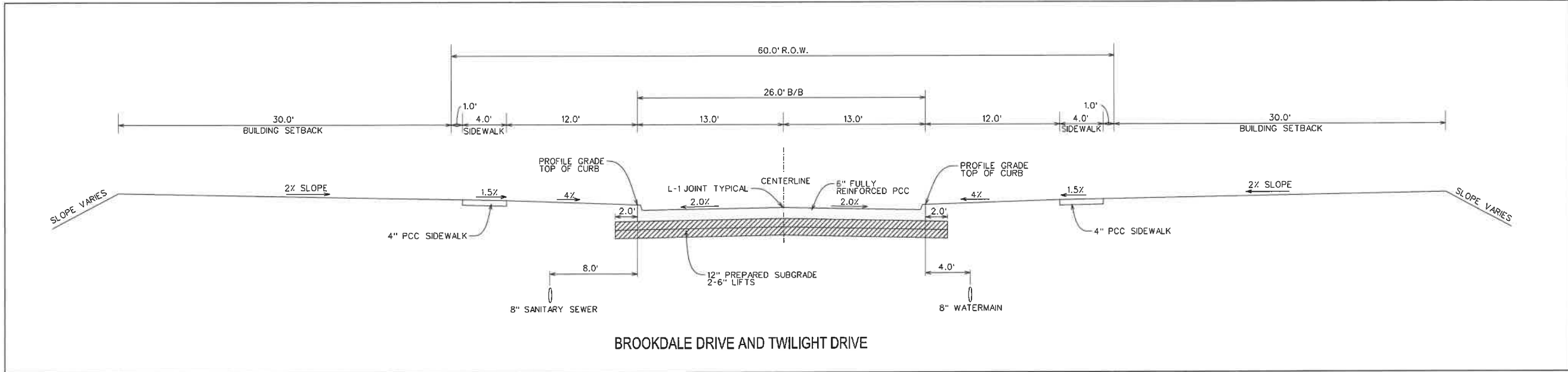
WESTPORT 2020
PRELIMINARY PLAT - GENERAL NOTES AND PROJECT INFORMATION
WEST DES MOINES, IA
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

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Technician:	JMM	Date:	09-27-19
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Project No:		117.1012	
		Sheet 3 of 7	

WESTPORT 2020

PRELIMINARY PLAT - TYPICAL SECTIONS



Project No: 117.1012

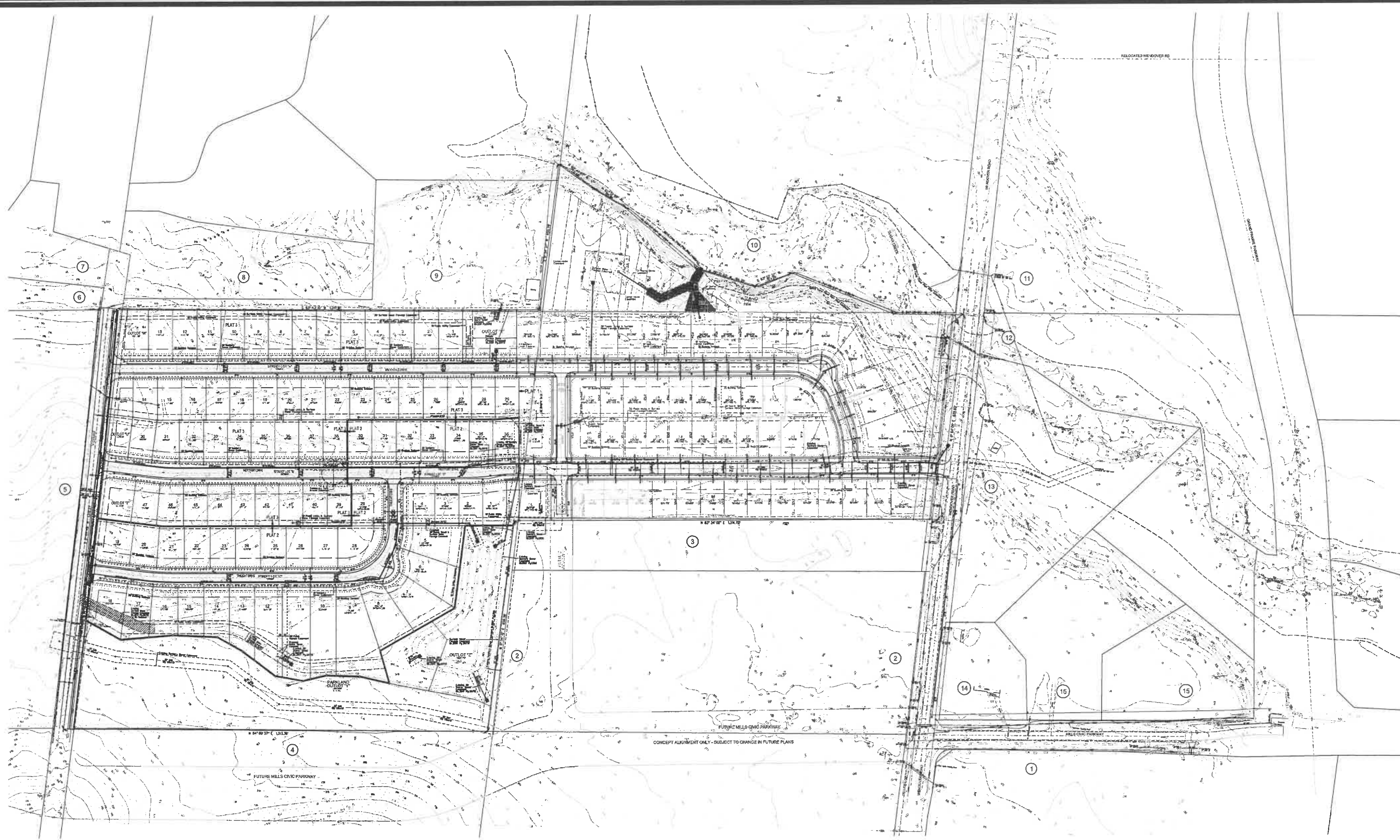
Sheet 3 of 7

WEST DES MOINES, IA

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |

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CHECKED BY: JMM
DATE: 09-27-19
SCALE: 1"=150'



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1	REVISED AS PER CITY COMMENTS	11-08-19	JMM

Engineer: JMM Checked By: EDC Scale: 1"=150'
Technician: JMM Date: 09-27-19 Field Bk: Pg: 4 of 7

WESTPORT 2020

PRELIMINARY PLAT - OVERALL SITE LAYOUT

SNYDER & ASSOCIATES, INC.

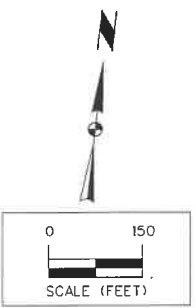
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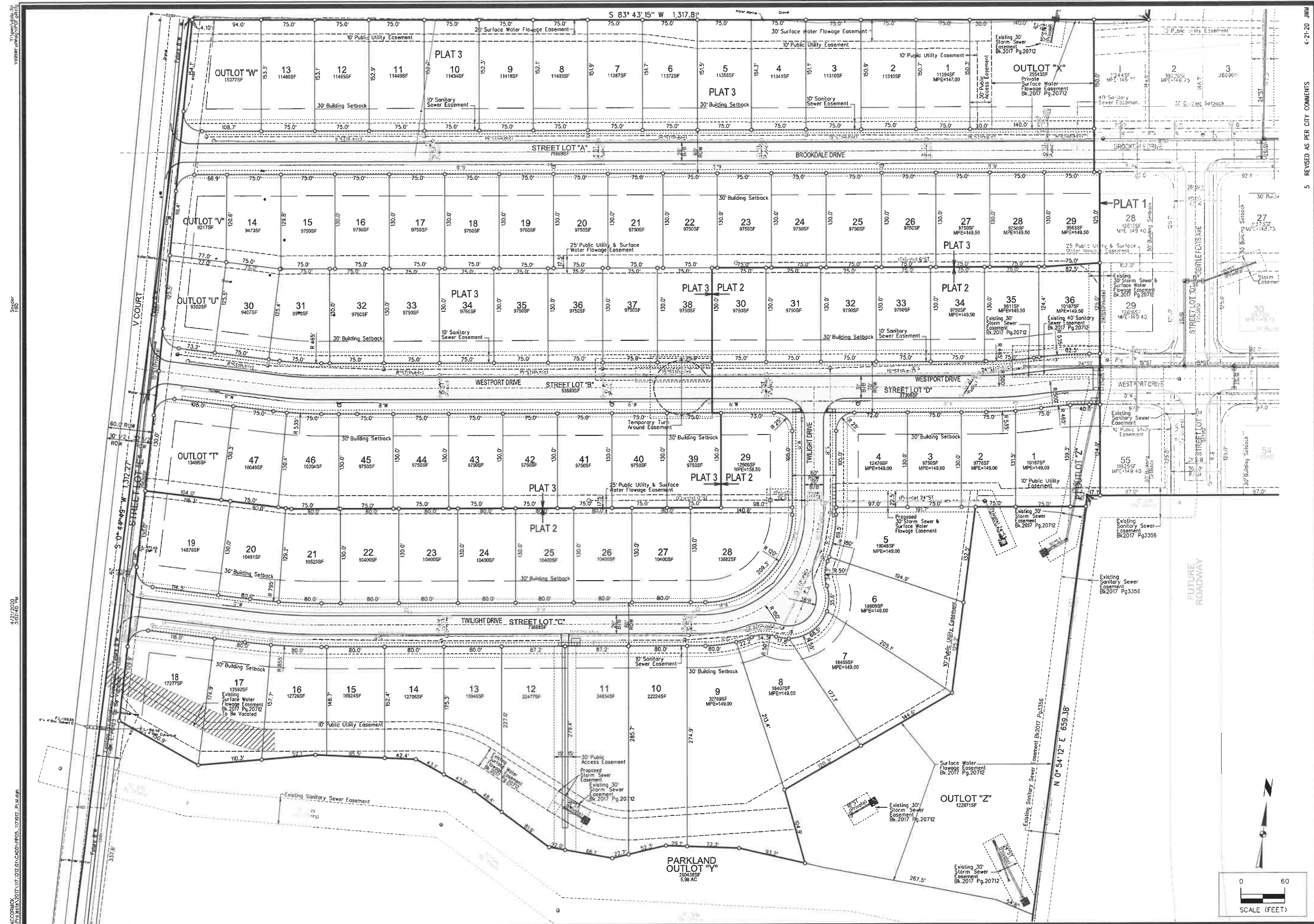
Project No: 117.1012

Sheet 4 of 7

ADJACENT PROPERTY OWNERS

- ① JAMAL & TAMARA KHATIB, 32654 335TH ST WAUKEE
- ② ARTHUR E & NANCY MINER, 501 WENDOVER RD WAUKEE
- ③ ED & LYNNE MINER, 32533 WENDOVER RD WAUKEE
- ④ CHARLOTTE M SWALLOW, 3202 WOLF CREEK RD SW BONDURANT, IA 50035
- ⑤ DAVIS ESTATES LTD, 286 S 60TH ST WEST DES MOINES, IA 50266
- ⑥ TROY D SR FISHER, 33277 V CT WAUKEE
- ⑦ NORMAN L SHEPARD, 33261 V CT WAUKEE
- ⑧ MARTY & NATALIE MCDONALD, 33224 V CT WAUKEE
- ⑨ CHRISTOPHER D & DAWN M COPPINGER, 33280 V CT WAUKEE
- ⑩ DAVIS ESTATES, LTD, 286 S 60TH ST WEST DES MOINES, IA 50266
- ⑪ ROBERT F ETZEL , 1851 ASHWORTH RD WEST DES MOINES, IA 50265
- ⑫ GREGORY M OVERTON, 8017 TIBURON PL JOHNSTON, IA 50131
- ⑬ RONALD M & CANDACE A SWEENEY, 2526 WENDOVER RD WAUKEE, IA 50263
- ⑭ MARGARET JOYCE LARKIN, 32539 335TH ST WAUKEE, IA 50263
- ⑮ SCOTT & CAROLYN OAKES, 32567 335TH ST WAUKEE, IA 50263



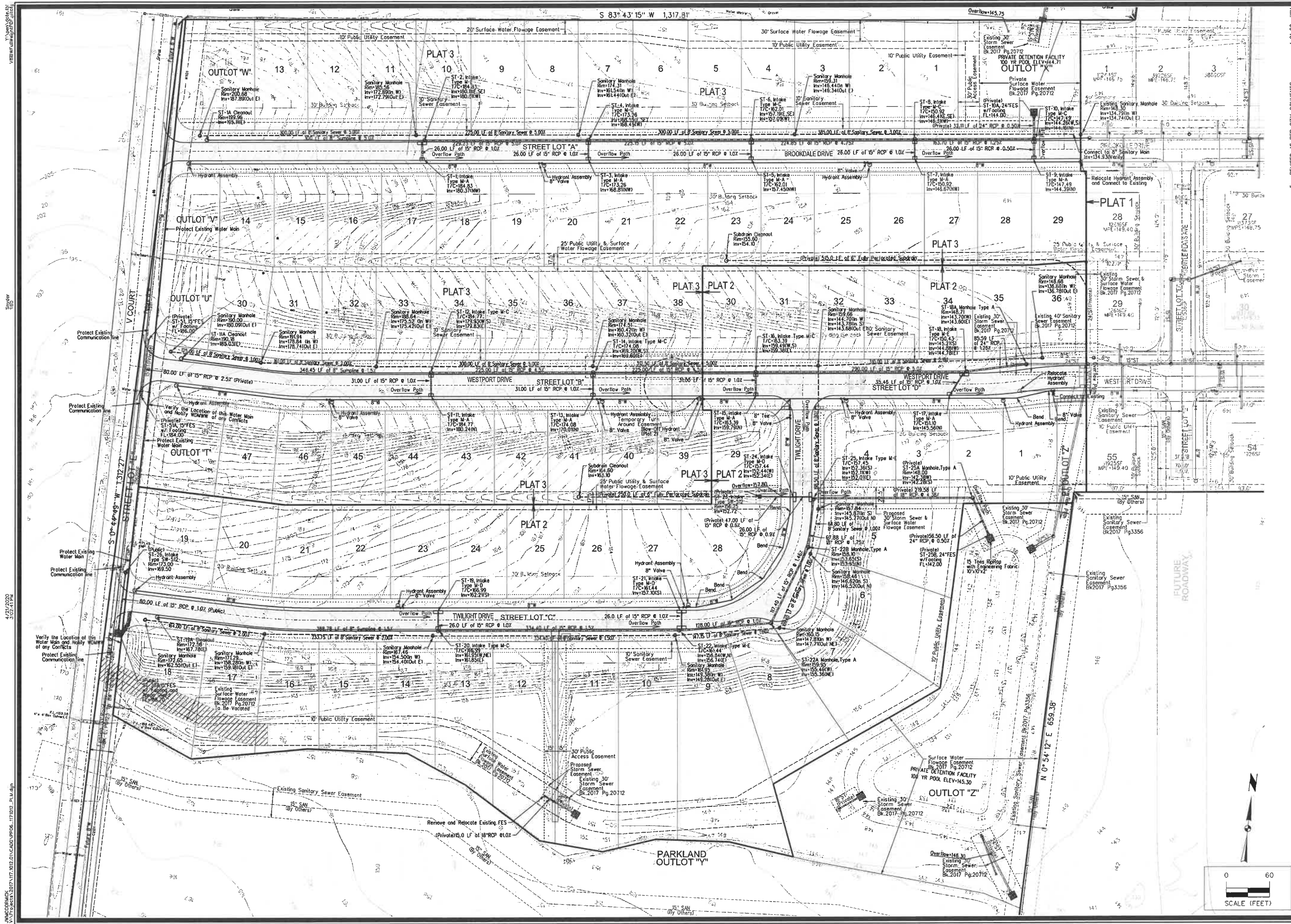


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 3/27/20
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 11/08/19
 4-21-20 JWM
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 Engineer: KMM Checked By: EDC Scale: 1"=60'
 Technician: JWM Date: 09-27-19 Field Bk:
 Project No: 117.1012
 Sheet 5 of 7
 WEST DES MOINES, IA
 2727 S.W. SNYDER BLVD.
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 PRELIMINARY PLAT - LAYOUT PLAN
SNYDER & ASSOCIATES, INC.

 Project No: 117.1012
 Sheet 5 of 7

17/20/20
 3/27/20
 3/13/20
 2/21/20
 11/08/19
 4-21-20 JWM
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 Engineer: KMM Checked By: EDC Scale: 1"=60'
 Technician: JWM Date: 09-27-19 Field Bk:
 Project No: 117.1012
 Sheet 5 of 7
 WEST DES MOINES, IA
 2727 S.W. SNYDER BLVD.
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PRELIMINARY PLAT - LAYOUT PLAN
SNYDER & ASSOCIATES, INC.

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 Sheet 5 of 7



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 3. REVISED AS PER OWNER
 2. REVISED AS PER OWNER
 1. REVISED AS PER CITY COMMENTS

MARK REVISION DATE BY

Engineer: KMM
 Checked By: EDC
 Date: 09-27-19
 Scale: 1" = 60'

Technician: JWM
 Field Bk: Pg.

Project No: 117.1012
 Sheet 6 of 7

WEST DES MOINES, IA
 2727 S.W. SNYDER BLVD.
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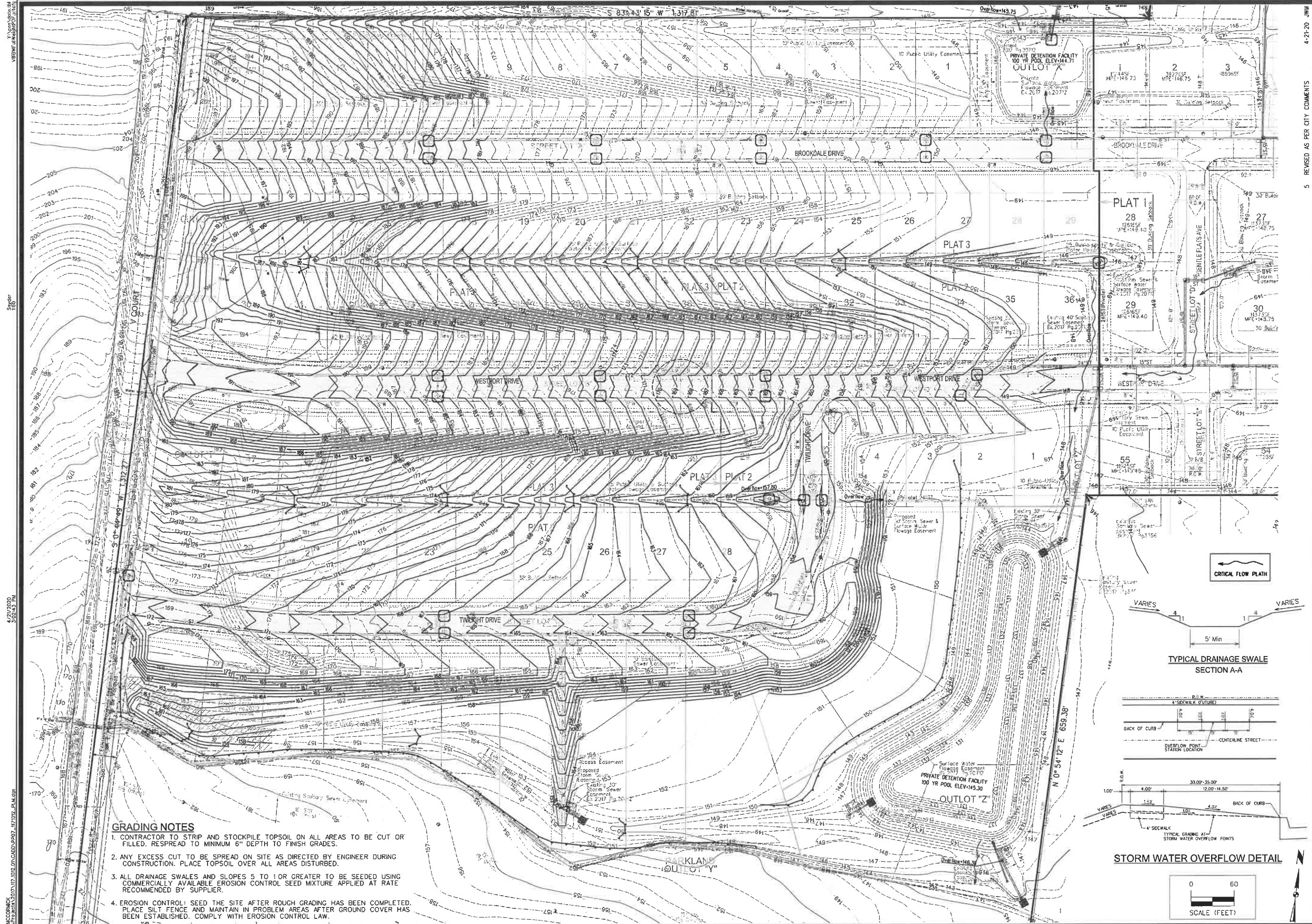
WESTPORT 2020
 PRELIMINARY PLAT - UTILITY PLAN

SNYDER & ASSOCIATES, INC.

Project No: 117.1012
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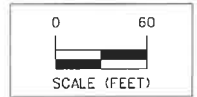
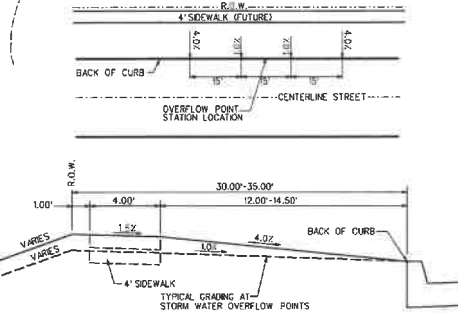
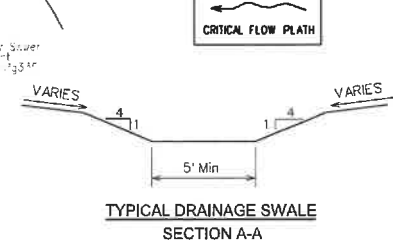


Project No: 117.1012
 Sheet 6 of 7



GRADING NOTES

1. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
2. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
3. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
4. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.



5 REVISED AS PER CITY COMMENTS 4-21-20 JMW

4	REVISED AS PER CITY COMMENTS	3-27-20 JMW
3	REVISED AS PER OWNER	3-13-20 JMW
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1	REVISED AS PER CITY COMMENTS	11-08-19 JMW

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 Engineer: KMM Checked By: EDC Scale: 1" = 60'
 Technician: JMW Date: 09-27-19 Field Bk: Pg:
 Project No: 117.1012 Sheet 7 of 7

WESTPORT 2020

PRELIMINARY PLAT - GRADING AND EROSION CONTROL PLAN

SNYDER & ASSOCIATES, INC.



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WEST DES MOINES, IA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

Prepared by: B. Portz, 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, APPROVING THE WESTPORT 2020 PRELIMINARY PLAT (PP-004506-2019) TO SUBDIVIDE THE PROPERTY INTO 83 SINGLE FAMILY LOTS, 5 STREET LOTS, 4 OUTLOTS FOR FUTURE DEVELOPMENT AND 1 OUTLOT FOR STORM WATER DETENTION.

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Westport Development, LLC, has requested approval for the Westport 2020 Preliminary Plat (PP-004506-2019) for that property located at 33346 V Court; and

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

WHEREAS, on April 27, 2020, the Plan and Zoning Commission did recommend to the City Council approval of the Westport 2020 Preliminary Plat (PP-004506-2019); and

WHEREAS, on, May 4, 2020, this City Council held a duly noticed Meeting to consider the application for Westport 2020 Preliminary Plat (PP-004506-2019).

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

SECTION 1. The findings, for approval, stated in the staff report, dated May 4, 2020, or as amended orally at the City Council meeting of May 4, 2020, are adopted.

SECTION 2. WESTPORT 2020 PRELIMINARY PLAT (PP-004506-2019) to subdivide the property into 83 residential lots, 5 Street Lots, 4 outlots for future development and 1 outlot for storm water detention is approved, subject to compliance with all the conditions in the staff report, dated May 4, 2020, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 4, 2020.

Steven K. Gaer
Mayor

ATTEST:

Ryan Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on May 4, 2020, by the following vote:

ATTEST:

Ryan Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. Outlots T, U, V and W are unbuildable until replatted through the City's Subdivision process into buildable residential lots. Outlots U and V do not meet minimum lot width standards in their current form. In order to be built upon, additional land will need to be acquired so that outlots U and V meet minimum lot width requirements.
2. No combustible construction or storage shall occur within the Westport 2020 Preliminary Plat property until the necessary streets and water mains are installed to provide access and water for use by emergency services.
3. The applicant acknowledging that the associated Final plats must be approved and released for recordation by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits, for any lot within the plat.
4. The applicant receiving City approval of Public Improvement Construction Plans for any public improvements prior to construction. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the City prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.
5. Applicant agreeing to construct a temporary cul-de-sac turnaround and execute appropriate easements and agreements related to construction and on-going maintenance responsibilities of the turnaround.
6. Applicant acknowledging that all Final Plats shall adhere to and reflect city code requirements adopted at the time of consideration by the City Council. Construction on a legal lot of record must meet the specific development standards (i.e. setback, building separation, building height, etc.) applicable to the designated zoning district that are in effect at the time of construction.

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

Date: May 04, 2020

ITEM: Amendment to City Code – Amend Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement) to clarify the process regarding disorderly and nuisance property violations.

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to the noted chapter and section of Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement) to clarify the process regarding disorderly and nuisance property violations.

- Title 4 (Health and Safety Regulations)
 - Chapter 4 (Nuisances), 10 (Specified Crime Property; Declaration and Abatement), Subsection A, D, J, K and L

These amendments will enable the City to work with property owners through a “Good Neighbor Agreement” to ensure the abatement of specified crime to help maintain safe and enjoyable properties. This amendment authorizes the City to place a public warning placard at properties which failed to complete the abatement process, and pursue judicial action.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: City Staff recommends the City Council approve the first reading to amend City Code, Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement).

Lead Staff Member: Jessica D. Spoden, Assistant City Attorney

STAFF REVIEWS:

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	December 6, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I Proposed Ordinance

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 4, (HEALTH AND SAFETY REGULATIONS), CHAPTER 4, (NUISANCES), SECTION 10 (SPECIFIED CRIME PROPERTY; DECLARATION AND ABATEMENT).

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

SECTION 1. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement), Subsection A is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

GOOD NEIGHBOR AGREEMENT: Agreement between the owner and the City requiring the owner to implement or continue to manage items to improve the property to foster a safe business and good relationship with the community.

SPECIFIED CRIME PROPERTY: Any structure, including the real property upon which it is situated, in which activity involving the unauthorized delivery, possession or manufacture of a controlled substance;; illegal gambling;; bootlegging;; prostitution;; pimping or pandering;; *two or more disorderly and nuisance property violations in a twelve (12) month period*; or disorderly conduct is occurring.

SECTION 2. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement), Subsection D is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

D. When the chief of police or his or her designee has a reasonable belief that a structure is being used or maintained in violation of this section, the chief of police may notify the owner of record in writing that the structure has been declared to be a specified crime property.

A reasonable belief that a structure is being used as specified crime property may be found from, but is not limited to, evidence of drug paraphernalia in or around the structure; an increase in vehicular or pedestrian traffic in or around the structure; observations of the exchange of money; ~~verified citizen complaints of bootlegging~~; unauthorized delivery or manufacture of a controlled substance; illegal gambling, bootlegging, prostitution, pimping or pandering, disorderly conduct; *two or more disorderly and nuisance properties violations*; and any other activity which leads a police officer to reasonably believe a violation(s) exist.

SECTION 3. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement), Subsection J is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

- J. Subsequent to the declaration and notice that there exists a specified crime property, an owner shall have the opportunity to abate the illegal activity *by complying with a good neighbor agreement within ten (10) days the time specified in the agreement.* If a landlord/tenant relationship exists on the specified crime property, the owner/landlord may be deemed to have abated the activity upon demonstration that he or she has taken legal action as allowed by Iowa Code chapter 562A to terminate the rental agreement and continues in good faith to follow abatement procedures and provides the chief of police with copies of all notices served in accordance with Iowa Code chapter 562A.

SECTION 4. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement), Subsection K is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text and re-numbering subsequent paragraphs:

- K. If ~~after twenty (20) days~~ the chief of police determines that a specified crime property has not been abated *by complying with the good neighbor agreement as specified,* ~~a notice of fine and an order of abatement shall be filed in compliance with Iowa Code section 364.22, and the chief of police shall notify the chief building official of the failure to abate~~ *the City may seek judicial action pursuant to this section.*

In addition, the chief of police may cause a placard to be posted in clear view declaring the structure a "Specified Crime Property." It shall be unlawful to remove the posting until the chief of police determines that the specified crime property has been abated. Removal of the posting, or failure of the owner to notify the chief of police the placard has been removed, is punishable as a municipal infraction pursuant to this section.

SECTION 5. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 10 (Specified Crime Property; Declaration and Abatement), Subsection L is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text:

- L. In addition to the provisions of subsection K of this section, the chief building official may revoke, refuse to renew or deny a pending application for a rental certificate for a specified crime property that has not been abated ~~within twenty (20) days~~ *as specified in this section* by written notice to the owner or owner's agent by regular mail sent to the owner's or owner's agent's address as provided on the rental certificate application. Said revocation

shall take effect twenty (20) days after the date the notice is mailed. The owner may appeal the revocation to the municipal code hearing officer as provided by subsections 4-4-9E, F and G of this chapter by filing a written request for hearing with the city clerk prior to the date the revocation takes effect. The burden to prove that abatement has occurred shall be on the property owner by a preponderance of the evidence. If no such appeal is taken, or if the municipal hearing officer finds during said appeal that the specified crime property has not been abated, then the rental permit shall be revoked and reapplication shall not be considered until such property is abated. The hearing officer may provide in the appeal corrective action that must occur before the property shall be abated.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 7. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 8. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 and 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 9. 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 10. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson , City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2020, and was published in the Des Moines Register on _____, 2020.

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: May 04, 2020

ITEM: Amendment to City Code – Amend Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) by adding Section 11 (Disorderly and Nuisance Properties) to the City Code.

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.


BACKGROUND: The City of West Des Moines requests an amendment to the noted chapter of Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) to add Section 11 (Disorderly and Nuisance Properties) for the purpose of ensuring safe neighborhoods and commercial areas free of disorderly and nuisance properties.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: City Staff recommends the City Council approve the first reading to amend City Code, Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) by adding Section 11 (Disorderly and Nuisance Properties) to the City Code.

Lead Staff Member: Jessica D. Spoden, Assistant City Attorney

STAFF REVIEWS:

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	December 6, 2019		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

Exhibit I Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 4, (HEALTH AND SAFETY REGULATIONS), CHAPTER 4, (NUISANCES) BY ADDING SECTION 11 (DISORDERLY AND NUISANCE PROPERTIES).

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

SECTION 1. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) by adding Section 11 (Disorderly and Nuisance Properties) in its entirety:

- A. Disorderly and nuisance property defined. For the purpose of this section, the term "disorderly and nuisance property" shall mean and include any building, house, enclosure or place upon which occurs any of the following:
1. Disorderly conduct as defined in Section 723.4 of the Iowa Code;
 2. Any noise in violation of the provisions set forth in Title 4, Chapter 7 of this Code;
 3. Dispensing, selling, or consumption of an alcoholic beverage in violation of Chapter 123 of the Iowa Code or in violation of the provisions set forth in Title 3, Chapter 2 of this Code;
 4. The open storage, use or consumption of a controlled substance as defined in Chapter 124 of the Iowa Code, under which possession of such substance would be an offense;
 5. The outdoor urination or defecation in a public place or other place open to the public view or public use in violation of Title 5, Chapter 2, Section 19 of this Code;
 6. Gambling in violation of Chapter 99B of the Iowa Code;
 7. The unlawful deposit of litter or refuse;
 8. The damage or destruction of property without the consent of the property owner or person in control of the premises;
 9. Unlawful pedestrian or vehicular traffic; standing or parking of vehicles that obstructs the free flow of traffic on the public streets and sidewalks or that impedes the ability to render emergency services;
 10. Acts of prostitution, pimping, or pandering as defined in Chapter 725 of the Iowa Code;
 11. Or any other conduct or condition that is injurious to the senses, or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property; or threatens injury to persons or damage to property.
- B. Duty to Control Premises. Any person who is an owner, occupant, tenant, renter, proprietor, lessee, or otherwise having any possessory control, individually or jointly with others, of any premises who either sponsors, conducts, hosts, invites, maintains, operates, or permits a disorderly house as defined in subsection (A) above will be deemed to be in violation of this section.

C. Authority to Restore Order and Disperse; Failure to Disperse. Upon issuance of a citation for a violation of this section, any peace officer of the city shall have the authority to restore order upon the subject premises, up to and including ordering the dispersal of person(s) from the subject premises. Any person who fails or refuses to obey and abide by such an order shall be guilty of a violation of this section.

D. Penalty. Commission of any act declared unlawful and in violation of the provisions of this chapter shall constitute a simple misdemeanor punishable as provided in Iowa Code section 903.1. Failure to comply with the provisions of this chapter shall also constitute a municipal infraction, punishable pursuant to Title 1, Chapter 4, Section 1 of this code.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 and 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2020, and was published in the Des Moines Register on _____, 2020.

Ryan T. Jacobson, City Clerk