

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** September 21, 2020

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

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

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

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***Due to the State Public Health Emergency Declaration regarding COVID-19, this meeting will offer two options for public participation. Members of the public wishing to attend the meeting in person may do so in the Council Chambers at West Des Moines City Hall, where seats will be arranged to allow for social distancing. Members of the public wishing to participate telephonically, may do so by calling:  
515-207-8241, Enter Conference ID: 125 041 354#***

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
  - a. 2020 Citizen Survey - ETC Institute
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of September 8, 2020 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. Thawee Wathana, LLC d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class LC Liquor License with Sunday Sales - Renewal
    2. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Class BB Beer Permit with Sunday Sales and Outdoor Service - Renewal
    3. Mangia Tutto, LLC d/b/a Billy Vee's, 304 5<sup>th</sup> Street - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal
    4. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Class BW Permit with Sunday Sales - Renewal
    5. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22<sup>nd</sup> Street - Class BB Permit with Sunday Sales - Renewal

6. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5<sup>th</sup> Street - Class B Native Wine Permit with Sunday Sales - Renewal
7. 52 Gracedieu DBA Memory Lane Antiques, LLC d/b/a Memory Lane Antiques Collectibles & Gifts, 208 5<sup>th</sup> Street - Class B Native Wine Permit with Sunday Sales – Renewal
8. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
- d. Motion - Approval of Special Event Lane Closures - Historic Valley Junction Foundation Farmers Market
- e. Motion - Approval of Contract Agreements:
  1. Emergency Sanitary and Storm Sewer Repair Services
  2. Sidewalk, Trail, and Parking Lot Snow and Ice Removal Services
- f. Motion - Approval of Extension of Professional Services Agreement - WestLAB Facilitation - Dave Lyons, The Iowa Institute
- g. Motion - Approval of Professional Services Agreement - Staff Augmentation for Citywide Communication Efforts - Strategic America
- h. Motion - Approval of Agreements:
  1. Integrated Parks and Recreation System Software - PerfectMind
  2. MidAmerican Energy RecPlex Technology and Services - CenturyLink Communications
  3. MidAmerican Energy RecPlex WiFiMedia Solution - Green Zebra Media Corp.
- i. Motion - Approval of Amendment No. 1 to Professional Services Agreement - West Des Moines Digital Enterprise Design
- j. Motion - Approval of Change Order #12 - West Public Services Facility - Building and Site Improvements
- k. Resolution - Approval of Interfund Transfers
- l. Resolution - Approval of FY 2019-20 Iowa Department of Transportation City Street Financial Report
- m. Resolution - Order Construction:
  1. Raccoon River Basin Segment 5 Gravity Sewer
  2. Valley View Aquatic Center Three Meter Diving Platform
- n. Resolution - Accept Public Improvements:
  1. Mill Ridge Plat 4
  2. The Parkways, Lot 4 (Sanitary Sewer)
- o. Resolution - Approval of Professional Services Agreement - West Grand Business Park, Booneville Road to Grand Avenue
- p. Resolution - Approval of Proposal from MidAmerican Energy Company to Extend Electrical Services - Future Southwest Public Safety Station
- q. Resolution - Approval of Highway-Rail Signal Interface Agreement with Iowa Interstate Railroad - Grand Avenue and Scenic Valley Drive
- r. Resolution - Approval of Grant of Fiber Optic Cable Easement and Indemnification - EBS Property Iowa, LLC

- s. Resolution - Approval and Acceptance of Record of Lot Tie - 1609 South 42<sup>nd</sup> Street and 4203 Cherrywood Court
- t. Resolution - Establish Consultation Meeting and Public Hearing - Amendment #4 to the Ashworth Corridor Urban Renewal Area
- u. Proclamation - Approval of Proclamations:
  - 1. Welcoming Week - September 12-20, 2020
  - 2. Salvation Army Day to Rescue Christmas - September 22, 2020

**5. Old Business**

- a. M&W Mini Storage, 2001 Grand Avenue - Establishment a Planned Unit Development (PUD) - MHC 80 (Des Moines, IA) LLC
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Erik's Bikes, 950 1<sup>st</sup> Street - Establish Planned Unit Development (PUD) - EBS Property Iowa, LC
  - 1. Ordinance - Approval of First Reading
- b. Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial and Office and Industrial Zoning District) and Chapter 15 (Off Street Parking and Loading) - Allow SIC 7822 "Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services" in the General Industrial and Light Industrial Zoning Districts - City Initiated
  - 1. Ordinance - Approval of First Reading
- c. Oakes Annexation, generally located east of Wendover Road and north of 335<sup>th</sup> Street, and west of Grand Prairie Parkway (approximately 13.86 acres) - Voluntary Annexation - City Initiated
  - 1. Resolution - Approval of Voluntary Annexation
- d. Conveyance of Property to Thomas Stull - Portion of Vacated South 41<sup>st</sup> Street Right of Way - City Initiated
  - 1. Resolution - Approval of Sale and Conveyance of Property
- e. SE 1<sup>st</sup> Street and SE Willow Creek Drive Water Main - 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. Maffitt Ridge Plat 2, SW Maffitt Lake Road and SW 56<sup>th</sup> Street - Replat to Change Access Easements for Five Lots on the West Side of the Plat - Maffitt Ridge, LLC
  - 1. Resolution - Approval and Release of Final Plat
  
- b. Amendment to City Code - Title 1 (Administrative), Chapter 6 (Mayor and Council), Article B (Council), Section 2 (Meetings) - Amend Date for Adoption of Schedule of Regular City Council Meetings - City Initiated
  - 1. Ordinance - Approval of First Reading
  
- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - 76<sup>th</sup> Street and Pommel Place - City Initiated
  - 1. Ordinance - Approval of First Reading

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

**9. Other Matters**

**CITY COUNCIL WORKSHOP**

(immediately follows Council meeting)

- 1. Comprehensive Plan Update - Transitioning Between Uses
- 2. Other Matters

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

September 8, 2020

West Des Moines City Council Proceedings  
Tuesday, September 8, 2020

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Tuesday, September 8, 2020 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, M. McKinney, K. Trevillyan, and R. Trimble.

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

Vote 20-383: 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:

Council member Hardman reported the Human Rights Commission met and discussed the job description for the new diversity, equity, and inclusion position. She also reported she participated as a panelist at the “Mentoring for Women” event hosted by the West Des Moines Chamber of Commerce. She stated she plans to attend the first responders breakfast tomorrow and the groundbreaking ceremony for the new Des Moines University campus on Thursday.

Council member Hudson spoke in support of the Underground Railroad Month proclamation on tonight’s agenda. He also expressed support for the MidAmerican Energy RecPlex partnership with Courage League Sports.

On Item 4. Consent Agenda.

Council members pulled Items 4(c)2, 4(f), and 4(j)2 for discussion. It was moved by Trimble, second by Hardman to approve the consent agenda as amended.

- a. Approval of Minutes of August 17, 2020 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  1. WDM Sports, LLC d/b/a 1908 Draught House, 196 South 50<sup>th</sup> Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  2. Alan Castro d/b/a Alan Castro (Bass in the Junction Concert), 400 Block of Railroad Place - 5-Day Class BW Permit with Outdoor Service - September 26, 2020
  3. Apple Corps, L.P., d/b/a Applebee’s Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class LC Liquor License with Sunday Sales - Renewal

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4. Montes Corporation d/b/a El Toreado Mexican Bar & Grill, 3751 EP True Parkway - Class LC Liquor License with Sunday Sales - New
  5. Foundry Distilling Company, LLC d/b/a Foundry Distilling Company, 111 South 11th Street, Suite 100 - Class C Native Distilled Spirits License Expansion of Outdoor Service - October 9-12, 2020
  6. TenX Adventures 2, LLC d/b/a The Hall, 111 South 11<sup>th</sup> Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
  7. Kinseth Hospitality Company, Inc. d/b/a Holiday Inn Express & Suites, 240 Jordan Creek Parkway - Class LB Liquor License with Sunday Sales - Renewal
  8. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50<sup>th</sup> Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
  9. Butterface, LLC d/b/a The Keg Stand, 3530 Westown Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service Privileges - Renewal
  10. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal
  11. Riley Drive Entertainment I, Inc. d/b/a Tonic Bar, 5535 Mills Civic Parkway – Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
  12. Your Private Bartender, LLC d/b/a Your Private Bar, 1701 25<sup>th</sup> Street (Events Center West) - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
- d. Approval of Order for Violation of Alcohol Laws
- e. Approval of Extended Sound Permit - Sinnard Wedding Ceremony and Reception, 2045 SE 11<sup>th</sup> Street
- g. Approval of Contract Agreement - Streets and Cul-de-Sac Snow and Ice Removal Services
- h. Approval of Professional Services Agreement - 2020 Asphalt Trail Renovation
- i. Approval of Change Orders:
1. MidAmerican Energy RecPlex, General Construction, #4
  2. MidAmerican Energy RecPlex, Pre-Engineered Metal Building, #6
- j. Approval of Amendments to Professional Services Agreements:
1. Grand Avenue Reconstruction, 1<sup>st</sup> Street to 6<sup>th</sup> Street
  3. Miscellaneous Land Surveying Services
  4. South 88<sup>th</sup> Street and Mills Civic Parkway Reconstruction
- k. Approval of Agreements:
1. MidAmerican Energy RecPlex Exclusive Beverage - Pepsico
  2. MidAmerican Energy RecPlex Lease and Hold Harmless Agreements – Courage League Sports
- l. Award Contracts:
1. MidAmerican Energy RecPlex Ice Arena Fixed Seating
  2. MidAmerican Energy RecPlex Interior Sports Arena Lighting

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3. MidAmerican Energy RecPlex Exterior Sports Field Lighting
  4. MidAmerican Energy RecPlex Audio/Video and Digital Signage
  5. MidAmerican Energy RecPlex Open Office Furniture
  6. MidAmerican Energy RecPlex Hardwood and Multi-Purpose Court Flooring
- m. Order Construction:
1. 1211 Vine Street Abatement
  2. 1211 Vine Street Demolition
  3. 2020 Sewer Cleaning and Televising Program
- n. Accept Work:
1. Fiber Conduit Interconnect Project (Green Route)
  2. Valley Junction Alley Improvements, Phase 5B
- o. Approval of Professional Services Agreements:
1. West Des Moines Digital Enterprise Segment 3, Phases 1, 2 and 3
  2. West Des Moines Digital Enterprise Segment 4, Phase 1
  3. West Des Moines Digital Enterprise Segment 5, Phases 1 and 2
- p. Establish Just Compensation and Approve Acquisition of Property:
1. 88<sup>th</sup> Street Reconstruction, Ashworth Road to Abram Drive
  2. High Street Storm Sewer Improvements
  3. Prairie View Drive and Ashworth Road Intersection Improvements
  4. South 35<sup>th</sup> Street and Grand Valley Drive Culverts
- q. Approval of Request for Reimbursement from the State of Iowa COVID-19 Government Relief Fund
- r. Approval of Amendment to Standard Economic Development Incentive Policy
- s. Approval and Acceptance of Property Interests - Raccoon River Basin Segment 5 Sewer - Gravity Sewer Project
- t. Approval and Acceptance of Purchase Agreement and Property Interests - Ashworth Road Reconstruction, Phase 4
- u. Approval to Issue RFP for Fire Department Ladder Truck
- v. Approval of Proclamations:
1. Underground Railroad Month, September 2020
  2. Direct Support Professional Recognition Week, September 13-19, 2020

Vote 20-384: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 4(j)2 Approval of Amendment to Professional Services Agreement - Johnson Creek Realignment - Environmental Permitting

Council member Trevillyan stated he will abstain on this item due to a potential conflict of interest.

It was moved by Trimble, second by McKinney to approve Item 4(j)2 Approval of Amendment to Professional Services Agreement - Johnson Creek Realignment - Environmental Permitting.

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Vote 20-385: Hardman, Hudson, McKinney, Trimble ... 4 yes  
Trevillyan ... 1 abstain due to potential conflict of interest  
Motion carried.

On Item 4(f) Approval of Waiver of City Code Requirement Regarding a Special Event Lane Closure - Bass in the Junction Concert, September 26, 2020

Council member Trevillyan expressed concerns about this event occurring in light of the ongoing COVID-19 pandemic. He noted other annual events held at the Railroad Park Pavilion, such as the Music in the Junction and Taste of the Junction, have been canceled this year.

Mayor Gaer stated the City would have allowed the other events to occur if the organizers had been able to ensure the social distancing requirements were met, but the organizers themselves chose to cancel those events. He stated his understanding is the City is allowing events to occur as long as social distancing requirements are met.

Fire/EMS Chief Craig Leu confirmed that Mayor Gaer's understanding is correct, as neither the State proclamation nor the City proclamation would prohibit such an event, as long as social distancing requirements are met. He reported he spoke with the Polk County Health Department, and they agreed that there are currently no laws in place to prohibit this event. He also reported he calculated the recommended capacity based on two people per square in a 12-foot by 12-foot grid, which came out to 320 people.

Alan Castro, 6108 Tonka Avenue, Des Moines, reported he will have a team on hand during the event to take the temperature of attendees, distribute hand sanitizer, and ensure social distancing requirements are met and attendees are wearing face coverings. He stated he would be open to lowering the capacity below 300 people if that would make the Council feel more comfortable with this event. He responded to questions from the Council, stating he also plans to have an off-duty West Des Moines Police Officer at the event.

The Mayor and Council held discussion on whether or not this event should occur in light of the ongoing COVID-19 pandemic.

Council member Hardman expressed concerns that the pandemic is already an ongoing problem, and she believes this event has the potential to further contribute to the problem. She stated, out of an overabundance of safety, she would feel most comfortable with denying the permit for this event.

Council member Trimble stated he would also prefer to err on the side of caution, as he feels it is too early to begin allowing events like this to occur.

Mr. Castro inquired if the Council would be comfortable with the event if it were limited to 150 people.



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Council member McKinney stated he has concerns about this event, but he doesn't feel comfortable denying the permit, since a sound permit for a wedding with 150 people was just approved as part of the consent agenda.

Council member Trimble noted the difference with the wedding is that it is occurring on private property, so the event itself does not require a permit to occur. The permit approved by Council only allows amplified sound at the event.

Mayor Gaer stated he believes it sends a bad message when an event organizer agrees to comply with all the requirements in place, but the City still denies the permit.

Council member Hudson expressed concerns about setting a precedent with any decision made tonight, as he is unsure what the appropriate threshold is for number of attendees at an event. He noted he would be supportive of approving this permit if the number of attendees was lowered, as suggested by Mr. Castro.

Council member Trevillyan expressed concerns that it will be very difficult to ensure social distancing at the bar area for this event.

Mr. Castro stated he plans to place stickers on the ground, marking the proper social distancing for attendees in line at the bar.

It was moved by Trevillyan, second by Hardman to deny Item 4(f) Waiver of City Code Requirement Regarding a Special Event Lane Closure - Bass in the Junction Concert, September 26, 2020.

Vote 20-386: Hardman, Hudson, Trevillyan, Trimble ... 4 yes  
McKinney ... 1 no

Motion carried.

On Item 4(c)2 Approval of Liquor License - Alan Castro d/b/a Alan Castro (Bass in the Junction Concert), 400 Block of Railroad Place - 5-Day Class BW Permit with Outdoor Service - September 26, 2020

It was moved by Trevillyan, second by Hudson to deny Item 4(c)2 Liquor License - Alan Castro d/b/a Alan Castro (Bass in the Junction Concert), 400 Block of Railroad Place - 5-Day Class BW Permit with Outdoor Service - September 26, 2020.

Vote 20-387: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

Mayor Gaer expressed appreciation to Mr. Castro for seeking to host his event in West Des Moines.

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On Item 5(a) 1st Street Redevelopment, southwest corner of 1st Street and Grand Avenue - Amend the Planned Unit Development (PUD) to Add Property and Amend Buffering and Access Requirements, initiated by First Street Limited Partnership

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

Vote 20-388: 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 Trimble to approve the second reading of the ordinance.

Vote 20-389: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 20-390: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(b) Panera Bread, 6740 University Avenue - Amend the West Lakes Planned Unit Development (PUD) to Accommodate the Addition of a Drive-Thru to an Existing Restaurant, initiated by SLB of Iowa

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

Vote 20-391: 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 Hardman to approve the second reading of the ordinance.

Vote 20-392: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 20-393: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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Mayor Gaer read Proclamation - Underground Railroad Month. He then presented the signed proclamation to representatives from the West Des Moines Historical Society.

Mayor Gaer also read Proclamation - Welcoming Week, and he stated he signed the proclamation today, but it will be included on the September 21<sup>st</sup> council meeting agenda for formal approval.

On Item 5(c) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 11 (Park Regulations) - Clarify the Purpose and Rules and Regulations within City Parks and Parks and Recreation Facilities, initiated by the City of West Des Moines

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

Vote 20-394: 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 second reading of the ordinance.

Vote 20-395: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 20-396: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(d) Amendment to City Code - Title 8 (Building Regulations), Chapter 2 Building Codes - Updates to the City's Regulations for Building Construction, initiated by the City of West Des Moines

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

Vote 20-397: 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 second reading of the ordinance.

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Vote 20-398: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 20-399: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider M&W Mini Storage, 2001 Grand Avenue - Establishment a Planned Unit Development (PUD), initiated by MHC 80 (Des Moines, IA) LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 20, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 7-0, the Plan and Zoning Commission recommended City Council approval of the PUD ordinance.

Mayor Gaer asked if there were any public comments.

Dan Manning, Sr., Lillis Law Firm, 317 6<sup>th</sup> Avenue, Des Moines, spoke on behalf of the applicant and provided an overview of the proposed mini storage project. He expressed appreciation to City staff for their guidance throughout the process, and he requested that the Council support the proposed PUD ordinance.

Norm Kotoch, NAK Management and Consulting, thanked the Council for their time and consideration, and he expressed appreciation to City staff for their efforts.

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

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

Vote 20-400: 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 Hardman to approve the first reading of the ordinance.

Vote 20-401: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by Galloway Holdings, LLC and JCG Equity, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 28, 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 Trimble, second by McKinney to adopt Resolution - Approval of Agreement.

Vote 20-402: 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 Community Development Block Grant Program COVID-19 Funds, initiated by Iowa Economic Development Authority. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 28, 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 Hardman, second by Trimble to adopt Resolution - Approval of Application for Funding.

Vote 20-403: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(a) Della Vita Plat 2, south of existing Milan Street and west of Napoli Avenue - Subdivide Property into 36 Footprint Lots and Two Outlots for Common Areas, initiated by Della Vita, LLC

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

Vote 20-404: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(b) Mills Landing, southeast corner of South 60th Street and Mills Civic Parkway - Subdivide Property into One Lot for High Density Residential Development, Three Lots for Commercial Development, One Public Street Lot, and One Outlot for Storm Water Detention, initiated by Shree Ram Development, LLC

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

Vote 20-405: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(c) Spring Crest Townhomes WDM, southeast corner of Westtown Parkway and 92nd Street - Subdivide Property into 48 Footprint Plots and One Outlot for Storm Water Detention, Private Streets, and Other Common Area, initiated by Spring Crest Townhomes WDM, LLC

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

Vote 20-406: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(d) Parcel 2020-125, Veterans Parkway and SE Maffitt Lake Road - Plat of Survey for Transfer of Ownership, initiated by the City of West Des Moines

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

Vote 20-407: 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 6:16 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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Steven K. Gaer, Mayor

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

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

**DATE:** September 21, 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	09/21/2020	\$ 6,453,844.17
EFT Claims	09/21/2020	\$ 3,301,628.14
Control Pay	09/21/2020	\$ 152,810.87
Microsoft Escrow Checks	09/21/2020	\$ 0.00
Microsoft Escrow EFT	09/21/2020	\$ 21,991.33
End of Month & Off-Cycle	08/18/2020 to 10/04/2020	\$ 22,146.00

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

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	
Recommendation	

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/21/2020

Type	Date	Number Source	Payee Name	Transaction Amount
<b>Bank Account: WB VENDOR DISB - WB Vendor Disbursement</b>				
Check	09/21/2020	318233	A+ LAWN AND LANDSCAPE	750.00
Check	09/21/2020	318234	ABSOLUTE CONCRETE CONSTRUCTION INC	238,115.20
Check	09/21/2020	318235	ACME TOOLS-DES MOINES	449.43
Check	09/21/2020	318236	AGRILAND FS INC	663.00
Check	09/21/2020	318237	AHLERS & COONEY	16,251.55
Check	09/21/2020	318238	AIKIN , LINDSEY	480.00
Check	09/21/2020	318239	AMERICAN SECURITY LLC	8,403.59
Check	09/21/2020	318240	AMERIGROUP	240.67
Check	09/21/2020	318241	ANIXTER INC	994.08
Check	09/21/2020	318242	APPOINTMENTPLUS	49.00
Check	09/21/2020	318243	AT&T MOBILITY	246.12
Check	09/21/2020	318244	BARTLETT , TONI	85.00
Check	09/21/2020	318245	BFG SUPPLY COMPANY	888.24
Check	09/21/2020	318246	BJ STORAGE	775.95
Check	09/21/2020	318247	BOETGER LAWNSCAPES LLC	15,280.94
Check	09/21/2020	318248	BOLTON & MENK INC	29,936.00
Check	09/21/2020	318249	BONNIE'S BARRICADES	4,623.00
Check	09/21/2020	318250	BOOT BARN INC	1,071.28
Check	09/21/2020	318251	BOUND TREE MEDICAL LLC	4,395.87
Check	09/21/2020	318252	BRILAR LLC	4,330.39
Check	09/21/2020	318253	BRUNING , BUNNY	8,496.60
Check	09/21/2020	318254	BUCKLAND , LYNN	297.00
Check	09/21/2020	318255	BUELOW , LISA	161.00
Check	09/21/2020	318256	BYRNE & JONES CONSTRUCTION	1,047,327.50
Check	09/21/2020	318257	CAPPEL'S ACE HARDWARE	115.91
Check	09/21/2020	318258	CASTRO , ALAN	247.00
Check	09/21/2020	318259	CENTRAL IOWA FLORAL INC	37.80
Check	09/21/2020	318260	CENTRAL IOWA READY-MIX	507.50
Check	09/21/2020	318261	CEREBRAL GROUP LLC	13,100.44
Check	09/21/2020	318262	CINTAS CORP FIRST AID & SAFETY	1,893.56
Check	09/21/2020	318263	CITY OF DES MOINES	545,535.70
Check	09/21/2020	318264	COFFEE CATS LLC	991.50
Check	09/21/2020	318265	COLE , LEE	280.00



City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/21/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/21/2020	318266	Accounts Payable	COMMUNICATION DATA LINK	211,256.83
Check	09/21/2020	318267	Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	247.52
Check	09/21/2020	318268	Accounts Payable	CONTRACT SPECIALTY	203.00
Check	09/21/2020	318269	Accounts Payable	CONTRACTOR SALES AND SERVICE	617.10
Check	09/21/2020	318270	Accounts Payable	CTI READY MIX LLC	5,670.00
Check	09/21/2020	318271	Accounts Payable	CUNNINGHAM, THOMAS	604.37
Check	09/21/2020	318272	Accounts Payable	CUSTOM AWARDS & EMBROIDERY INC	330.00
Check	09/21/2020	318273	Accounts Payable	DALLAS COUNTY RECORDER	642.00
Check	09/21/2020	318274	Accounts Payable	DELL MARKETING LP	157,422.42
Check	09/21/2020	318275	Accounts Payable	DEPT OF PUBLIC DEFENSE	300.00
Check	09/21/2020	318276	Accounts Payable	DES MOINES RIFLE & REVOLVER CLUB	100.00
Check	09/21/2020	318277	Accounts Payable	DICKINSON MACKAMAN TYLER & HAGEN PC	227.50
Check	09/21/2020	318278	Accounts Payable	DIGITAL INTELLIGENCE INC	22,799.00
Check	09/21/2020	318279	Accounts Payable	EARL MAY SEED AND NURSERY	779.35
Check	09/21/2020	318280	Accounts Payable	ELINEUP LLC	600.00
Check	09/21/2020	318281	Accounts Payable	EMBLEM AUTHORITY	502.00
Check	09/21/2020	318282	Accounts Payable	EMSLRC	70.00
Check	09/21/2020	318283	Accounts Payable	EVOLVING EDGE GRAPHICS LLC	36.00
Check	09/21/2020	318284	Accounts Payable	EZ-LINER INDUSTRIES	209.50
Check	09/21/2020	318285	Accounts Payable	FALCON, SANDRA	20.00
Check	09/21/2020	318286	Accounts Payable	FARNSWORTH GROUP INC	3,921.75
Check	09/21/2020	318287	Accounts Payable	FASTENAL COMPANY	182.80
Check	09/21/2020	318288	Accounts Payable	FEDEX	61.04
Check	09/21/2020	318289	Accounts Payable	FEH ASSOCIATES INC	16,617.76
Check	09/21/2020	318290	Accounts Payable	FERGUSON, JULIE	230.00
Check	09/21/2020	318291	Accounts Payable	FUNDING SOLUTIONS INC	1,500.00
Check	09/21/2020	318292	Accounts Payable	GENERAL TRAFFIC CONTROLS INC	32,965.00
Check	09/21/2020	318293	Accounts Payable	GILGE, DANNY	243.00
Check	09/21/2020	318294	Accounts Payable	GRAINGER INC	30.38
Check	09/21/2020	318295	Accounts Payable	GRAPHIC HOUSE INC	62,089.24
Check	09/21/2020	318296	Accounts Payable	GRAYBAR ELECTRIC CO INC	550.88
Check	09/21/2020	318297	Accounts Payable	GRIMES ASPHALT & PAVING	69.55
Check	09/21/2020	318298	Accounts Payable	GRUSS CONSTRUCTION LLC	24,226.24
Check	09/21/2020	318299	Accounts Payable	GUARDIAN TRACKING LLC	1,834.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/21/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/21/2020	318300	Accounts Payable	HAIST , MADALYN	205.00
Check	09/21/2020	318301	Accounts Payable	HASTINGS , SUE	168.00
Check	09/21/2020	318302	Accounts Payable	HDR ENGINEERING INC	16,113.39
Check	09/21/2020	318303	Accounts Payable	HEARTLAND CO-OP	377.07
Check	09/21/2020	318304	Accounts Payable	HENKEL CONSTRUCTION COMPANY	134,217.38
Check	09/21/2020	318305	Accounts Payable	HERITAGE BUILDING MAINTENANCE	2,285.00
Check	09/21/2020	318306	Accounts Payable	HILL CONTRACTING	136,847.25
Check	09/21/2020	318307	Accounts Payable	HOLMES MURPHY AND ASSOCIATES LLC	1,708.00
Check	09/21/2020	318308	Accounts Payable	HUTCHINSON SALT COMPANY	87,870.08
Check	09/21/2020	318309	Accounts Payable	HY VEE INC	44.93
Check	09/21/2020	318310	Accounts Payable	INFINISOURCE INC	120.00
Check	09/21/2020	318311	Accounts Payable	INGERSOLL-RAND INDUSTRIAL US INC	1,280.00
Check	09/21/2020	318312	Accounts Payable	INTERSTATE ALL BATTERY CENTER	43.52
Check	09/21/2020	318313	Accounts Payable	INTRADO ENTERPRISE COLLABORATION INC	104.72
Check	09/21/2020	318314	Accounts Payable	IOWA CONTRACTING INC	200.00
Check	09/21/2020	318315	Accounts Payable	IOWA DIVISION OF LABOR SVCS	520.00
Check	09/21/2020	318316	Accounts Payable	IOWA MEDICAID ENTERPRISE	239.93
Check	09/21/2020	318317	Accounts Payable	IOWA ONE CALL	1,487.70
Check	09/21/2020	318318	Accounts Payable	IOWA PRISON INDUSTRIES	1,091.50
Check	09/21/2020	318319	Accounts Payable	IOWA PUMP WORKS, INC	6,604.00
Check	09/21/2020	318320	Accounts Payable	IOWA SPORTS TURF MANAGEMENT INC	21,965.00
Check	09/21/2020	318321	Accounts Payable	J PETTIECORD INC	72,396.44
Check	09/21/2020	318322	Accounts Payable	JACOBSEN AUTO BODY	2,294.97
Check	09/21/2020	318323	Accounts Payable	JCG LAND SERVICES INC	11,273.73
Check	09/21/2020	318324	Accounts Payable	JEO CONSULTING GROUP INC	3,567.50
Check	09/21/2020	318325	Accounts Payable	JOHNSON CONTROLS INC- TX	13,113.00
Check	09/21/2020	318326	Accounts Payable	JOHNSON CONTROLS LP- IL	905.22
Check	09/21/2020	318327	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	1,981.64
Check	09/21/2020	318328	Accounts Payable	KATOM RESTAURANT SUPPLY INC	12,615.55
Check	09/21/2020	318329	Accounts Payable	KEYSTONE TRUCKING	47,400.41
Check	09/21/2020	318330	Accounts Payable	KLAHN , RICHARD	69.00
Check	09/21/2020	318331	Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	604.37
Check	09/21/2020	318332	Accounts Payable	KOESTER CONSTRUCTION CO INC	965,279.72

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	09/21/2020	318333	Accounts Payable	LANCASTER, DENNIS & CAROLYN	75.00
Check	09/21/2020	318334	Accounts Payable	LANG CONSTRUCTION GROUP INC	40,426.43
Check	09/21/2020	318335	Accounts Payable	LINK ASSOCIATES	1,360.00
Check	09/21/2020	318336	Accounts Payable	LOGOED APPAREL & PROMOTIONS	126.00
Check	09/21/2020	318337	Accounts Payable	LOMBARD, KINSEY	46.00
Check	09/21/2020	318338	Accounts Payable	LOUNSBURY LANDSCAPING SAND & GRAVEL	145.15
Check	09/21/2020	318339	Accounts Payable	LOWE'S HOME CENTER INC	513.19
Check	09/21/2020	318340	Accounts Payable	MACQUEEN EQUIPMENT LLC	1,327.68
Check	09/21/2020	318341	Accounts Payable	MARTIN'S FLAG COMPANY LLC	128.20
Check	09/21/2020	318342	Accounts Payable	MERCY WEST PHARMACY	3,507.78
Check	09/21/2020	318343	Accounts Payable	MID AMERICAN SIGNAL INC	6,572.00
Check	09/21/2020	318344	Accounts Payable	MIDWEST SAFETY COUNSELORS INC	270.00
Check	09/21/2020	318345	Accounts Payable	MINTURN INC	396,295.29
Check	09/21/2020	318346	Accounts Payable	MTI DISTRIBUTING, INC.	1,132.04
Check	09/21/2020	318347	Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	539.25
Check	09/21/2020	318348	Accounts Payable	MUNRO CONSTRUCTION CO	3,134.00
Check	09/21/2020	318349	Accounts Payable	NEAL, LORI	168.00
Check	09/21/2020	318350	Accounts Payable	NEBRASKA FURNITURE MART	901.86
Check	09/21/2020	318351	Accounts Payable	NESTINGEN INC	11,620.00
Check	09/21/2020	318352	Accounts Payable	O'HALLORAN INTERNATIONAL INC	1,327.92
Check	09/21/2020	318353	Accounts Payable	OLSSON ASSOCIATES INC	8,922.17
Check	09/21/2020	318354	Accounts Payable	OPN ARCHITECTS	1,828.50
Check	09/21/2020	318355	Accounts Payable	OUTDOOR RECREATION PRODUCTS	1,832.00
Check	09/21/2020	318356	Accounts Payable	PALMER GROUP	1,574.40
Check	09/21/2020	318357	Accounts Payable	PERFICUT COMPANIES INC	234.74
Check	09/21/2020	318358	Accounts Payable	PFM FINANCIAL ADVISORS LLC	66,000.00
Check	09/21/2020	318359	Accounts Payable	POINT MADE LEARNING LLC	2,066.00
Check	09/21/2020	318360	Accounts Payable	POLK COUNTY RECORDER	274.00
Check	09/21/2020	318361	Accounts Payable	PRO WASTE SERVICES LLC	584.80
Check	09/21/2020	318362	Accounts Payable	Q3 CONTRACTING INC	41,380.10
Check	09/21/2020	318363	Accounts Payable	RAY O'HERRON CO INC	1,290.64
Check	09/21/2020	318364	Accounts Payable	RINK-TEC INTERNATIONAL INC	171,000.00
Check	09/21/2020	318365	Accounts Payable	ROBERT HALF TECHNOLOGY	12,918.51
Check	09/21/2020	318366	Accounts Payable	ROGNES CORPORATION	210,860.24

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
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Type	Date	Number Source	Payee Name	Transaction Amount
Check	09/21/2020	318367	ROY'S TOWING AND RECOVERY	700.00
Check	09/21/2020	318368	RSM DISTRIBUTING LLC	660.00
Check	09/21/2020	318369	SCHEELS ALL SPORTS INC	89.97
Check	09/21/2020	318370	SECURITY EQUIPMENT CORP	131.64
Check	09/21/2020	318371	SHOWALTER & COMPANY	9,000.00
Check	09/21/2020	318372	SKOLD DOOR & FLOOR CO	170.00
Check	09/21/2020	318373	SM HENTGES & SONS INC	597,988.83
Check	09/21/2020	318374	SNAP-ON TOOLS- MARK STUCHEL	25.00
Check	09/21/2020	318375	SPOHN RANCH INC	45,028.34
Check	09/21/2020	318376	STAPLES CONTRACT & COMMERCIAL LLC	15,792.00
Check	09/21/2020	318377	STATE HYGIENIC LAB	19.50
Check	09/21/2020	318378	STIVERS FORD	129,531.39
Check	09/21/2020	318379	STONE , KENNETH	1,445.05
Check	09/21/2020	318380	STORAGE MART 1052	417.98
Check	09/21/2020	318381	STROUD , JOHN	20.00
Check	09/21/2020	318382	STRYKER SALES CORPORATION	296.00
Check	09/21/2020	318383	STUDIO MELEE	862.50
Check	09/21/2020	318384	TEKSYSTEMS INC	5,269.94
Check	09/21/2020	318385	TERRACON CONSULTANTS INC	13,187.50
Check	09/21/2020	318386	THE CONCRETE COMPANY INC	188,612.05
Check	09/21/2020	318387	THE GRAVEDIGGER LLC	1,500.00
Check	09/21/2020	318388	TRUE VALUE & V&S VARIETY STORE	161.89
Check	09/21/2020	318389	UMR INSURANCE	439.07
Check	09/21/2020	318390	UNION PACIFIC RAILROAD CO	318.57
Check	09/21/2020	318391	UNITED CONTRACTORS INC	854.00
Check	09/21/2020	318392	UNITED PARCEL SERVICE	20.64
Check	09/21/2020	318393	UNITED SEEDS INC	875.00
Check	09/21/2020	318394	UNITYPOINT CLINIC	84.00
Check	09/21/2020	318395	VALLEY POOL & HOT TUBS INC	119.00
Check	09/21/2020	318396	VAN METER INC- IA	404.85
Check	09/21/2020	318397	VAN WALL EQUIPMENT	1,905.52
Check	09/21/2020	318398	VISION SERVICE PLAN	2,938.81
Check	09/21/2020	318399	WAGNER , BRAIN	75.00
Check	09/21/2020	318400	WARREN COUNTY RECORDER	22.00

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
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Type	Date	Number Source	Payee Name	Transaction Amount
Check	09/21/2020	318401	WENGER, BETTY	52.93
Check	09/21/2020	318402	WEST DES MOINES CHAMBER OF COMMERCE	5,000.00
Check	09/21/2020	318403	WEX BANK	925.81
Check	09/21/2020	318404	WHITE, KEN & NANCY	75.00
Check	09/21/2020	318405	WHITLOCK, DOUG	108.00
Check	09/21/2020	318406	WHKS & CO	10,485.15
Check	09/21/2020	318407	YOST, BEN	1,201.08
Check	09/21/2020	318408	ZIEGLER INC	4,011.47
Check	09/21/2020	318409	ZOLL MEDICAL- NY	1,376.00
Check	09/21/2020	318410	BOWEN, GARY	7,280.00
Check	09/21/2020	318411	IOWA DEPARTMENT OF NATURAL RESOURCES	175.00
Check	09/21/2020	318412	STATE FARM	484.50
Check	09/21/2020	318413	UNITED HEALTHCARE	65.02
Check	09/21/2020	318414	WELLMARK BLUE CROSS	513.10
Check	09/21/2020	318415	CENTURYLINK	714.60
Check	09/21/2020	318416	GRANITE TELECOMMUNICATIONS LLC	3,266.90
Check	09/21/2020	318417	MIDAMERICAN ENERGY	71.98
Check	09/21/2020	318418	MIDAMERICAN ENERGY	30.76
Check	09/21/2020	318419	MIDAMERICAN ENERGY	56,551.51
Check	09/21/2020	318420	MIDAMERICAN ENERGY	1,847.91
Check	09/21/2020	318421	MIDAMERICAN ENERGY	38,237.43
Check	09/21/2020	318422	MIDAMERICAN ENERGY	3,191.92
Check	09/21/2020	318423	MIDAMERICAN ENERGY - PROJECTS	264,441.92
Check	09/21/2020	318424	MIDAMERICAN-WDM-WAUKEE TL	154.68
Check	09/21/2020	318425	SECRETARY OF STATE	30.00
Check	09/21/2020	318426	STATE OF IOWA- ELEVATOR SAFETY	175.00
Check	09/21/2020	318427	HY VEE INC	4,855.50
EFT	09/21/2020	4961	ABC ELECTRICAL SERVICES LLC	39,121.38
EFT	09/21/2020	4962	AECOM TECHNICAL SERVICES INC	20,833.75
EFT	09/21/2020	4963	ALL MAKES OFFICE INTERIORS	4,094.53
EFT	09/21/2020	4964	ALLIANCE CONSTRUCTION GROUP LLC	467,476.03
EFT	09/21/2020	4965	ARMOR UP AMERICA	816.00
EFT	09/21/2020	4966	ARNOLD MOTOR SUPPLY LLP	965.38
EFT	09/21/2020	4967	ATO BUILDERS LLC	1,263,000.30

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
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Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/21/2020	4968	Accounts Payable	AUTOMATIC DOOR GROUP INC	163.85
EFT	09/21/2020	4969	Accounts Payable	BAUER BUILT	4,066.96
EFT	09/21/2020	4970	Accounts Payable	BRAVO GREATER DES MOINES	169,603.52
EFT	09/21/2020	4971	Accounts Payable	BSM ANALYTICS INC- GEOTAB	2,372.00
EFT	09/21/2020	4972	Accounts Payable	CDW GOVERNMENT INC	2,116.75
EFT	09/21/2020	4973	Accounts Payable	CONLEY GROUP INC	6,615.00
EFT	09/21/2020	4974	Accounts Payable	CONVERGINT TECHNOLOGIES LLC	6,181.29
EFT	09/21/2020	4975	Accounts Payable	DELATI ITS LLC	4,969.88
EFT	09/21/2020	4976	Accounts Payable	DES MOINES ASPHALT & PAVING	311,849.74
EFT	09/21/2020	4977	Accounts Payable	DTN LLC	805.00
EFT	09/21/2020	4978	Accounts Payable	EMC RISK SERVICES	26,177.84
EFT	09/21/2020	4979	Accounts Payable	ENTENMANN ROVIN CO	1,617.20
EFT	09/21/2020	4980	Accounts Payable	EXCEL MECHANICAL INC	32,621.28
EFT	09/21/2020	4981	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	50,212.76
EFT	09/21/2020	4982	Accounts Payable	FRIES, ZACHERY	950.00
EFT	09/21/2020	4983	Accounts Payable	GREATER DES MOINES CONVENTION & VISITORS BUREAU	169,603.52
EFT	09/21/2020	4984	Accounts Payable	GUNZENHAUSER, ERICK	69.54
EFT	09/21/2020	4985	Accounts Payable	HR GREEN CO	27,636.12
EFT	09/21/2020	4986	Accounts Payable	HYDRO KLEAN LLC	4,308.05
EFT	09/21/2020	4987	Accounts Payable	IMAGETEK OPERATIONS LLC	1,425.00
EFT	09/21/2020	4988	Accounts Payable	JACOBSEN, CODY	440.00
EFT	09/21/2020	4989	Accounts Payable	KECK ENERGY	41,595.27
EFT	09/21/2020	4990	Accounts Payable	KELTEK INC	756.36
EFT	09/21/2020	4991	Accounts Payable	KONOVAL LLC	26,392.80
EFT	09/21/2020	4992	Accounts Payable	KRONOS SAASHR INC	8,013.24
EFT	09/21/2020	4993	Accounts Payable	LAIDLAW JR, WILLIAM	1,129.18
EFT	09/21/2020	4994	Accounts Payable	LASER RESOURCES	2,615.88
EFT	09/21/2020	4995	Accounts Payable	MCANINCH CORPORATION	283,561.75
EFT	09/21/2020	4996	Accounts Payable	MCCLURE ENGINEERING COMPANY	78,877.45
EFT	09/21/2020	4997	Accounts Payable	MCCUBBIN, COURTNEY	54.00
EFT	09/21/2020	4998	Accounts Payable	McKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	551.63
EFT	09/21/2020	4999	Accounts Payable	MID IOWA PETROLEUM EQUIPMENT LLC	362.20

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 09/21/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/21/2020	5000	Accounts Payable	MIDWEST WHEEL	768.24
EFT	09/21/2020	5001	Accounts Payable	ONECK IT SOLUTIONS LLC	26,109.75
EFT	09/21/2020	5002	Accounts Payable	RELIABLE MAINTENANCE	44,210.48
EFT	09/21/2020	5003	Accounts Payable	RUSSELL, CURTIS	137.50
EFT	09/21/2020	5004	Accounts Payable	SHIVE-HATTERY INC	161,167.67
EFT	09/21/2020	5005	Accounts Payable	STAR EQUIPMENT LTD	1,920.20
EFT	09/21/2020	5006	Accounts Payable	SWINTON, ASHLEE	840.97
EFT	09/21/2020	5007	Accounts Payable	UPS STORE	13.38
EFT	09/21/2020	5008	Accounts Payable	VOIP SUPPLY LLC	812.43
EFT	09/21/2020	5009	Accounts Payable	WEST DES MOINES WATER WORKS	134.09
EFT	09/21/2020	5010	Accounts Payable	YEAGER, LEMAR	1,491.00
WB VENDOR DISB WB Vendor Disbursement Totals:					\$9,755,472.31

Transactions: 245

Checks: \$6,453,844.17  
 EFTs: \$3,301,628.14

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date: 09/21/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB CONTROLPAY - WB ControlPay</b>					
EFT	09/21/2020	5552	Accounts Payable	ADVENTURE LIGHTING	170.00
EFT	09/21/2020	5553	Accounts Payable	ALLIED 100 LLC	99.75
EFT	09/21/2020	5554	Accounts Payable	ALTEC INDUSTRIES INC	311.15
EFT	09/21/2020	5555	Accounts Payable	ARAMARK UNIFORM SERVICES	3,231.11
EFT	09/21/2020	5556	Accounts Payable	AXON ENTERPRISES INC	352.50
EFT	09/21/2020	5557	Accounts Payable	BOMGAARS SUPPLY INC	324.95
EFT	09/21/2020	5558	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	3,922.85
EFT	09/21/2020	5559	Accounts Payable	CLIVE POWER EQUIPMENT	871.63
EFT	09/21/2020	5560	Accounts Payable	DES MOINES REGISTER MEDIA	5,421.58
EFT	09/21/2020	5561	Accounts Payable	ELECTRONIC ENGINEERING	32.00
EFT	09/21/2020	5562	Accounts Payable	EMPLOYEE & FAMILY RESOURCES	2,116.80
EFT	09/21/2020	5563	Accounts Payable	EVIDENT INC	269.28
EFT	09/21/2020	5564	Accounts Payable	FERGUSON ENTERPRISES INC 226	21.00
EFT	09/21/2020	5565	Accounts Payable	GALLS LLC	1,372.65
EFT	09/21/2020	5566	Accounts Payable	HOTSY CLEANING SYSTEMS INC	525.55
EFT	09/21/2020	5567	Accounts Payable	IEMSA	350.00
EFT	09/21/2020	5568	Accounts Payable	INLAND TRUCK PARTS CO	6,850.57
EFT	09/21/2020	5569	Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	09/21/2020	5570	Accounts Payable	IRON MOUNTAIN	3,505.20
EFT	09/21/2020	5571	Accounts Payable	JERICO SERVICES	8,388.45
EFT	09/21/2020	5572	Accounts Payable	KOCH OFFICE GROUP	105.00
EFT	09/21/2020	5573	Accounts Payable	LEXISNEXIS RISK SOLUTIONS	150.00
EFT	09/21/2020	5574	Accounts Payable	LIGHTEDGE SOLUTIONS INC	1,868.00
EFT	09/21/2020	5575	Accounts Payable	MENARDS - CLIVE	83.74
EFT	09/21/2020	5576	Accounts Payable	METRO WASTE AUTHORITY	52,238.10
EFT	09/21/2020	5577	Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	4,438.50
EFT	09/21/2020	5578	Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	432.17
EFT	09/21/2020	5579	Accounts Payable	MUNICIPAL SUPPLY INC	2,478.25
EFT	09/21/2020	5580	Accounts Payable	NORTHLAND PRODUCTS	532.35
EFT	09/21/2020	5581	Accounts Payable	O'KEEFE ELEVATOR COMPANY INC	791.50
EFT	09/21/2020	5582	Accounts Payable	O'REILLY AUTOMOTIVE INC	15.10
EFT	09/21/2020	5583	Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	759.53
EFT	09/21/2020	5584	Accounts Payable	PRAXAIR	704.24
EFT	09/21/2020	5585	Accounts Payable	PREFERRED PEST CONTROL	1,660.30



City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date: 09/21/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	09/21/2020	5586	Accounts Payable	SHOTTENKIRK CHEVROLET	2,304.07
EFT	09/21/2020	5587	Accounts Payable	SNYDER & ASSOCIATES	20,382.48
EFT	09/21/2020	5588	Accounts Payable	SPECIALTY GRAPHICS INC	42.00
EFT	09/21/2020	5589	Accounts Payable	SPINDUSTRY SYSTEMS INC	370.00
EFT	09/21/2020	5590	Accounts Payable	SPINDUSTRY SYSTEMS INC	3,376.25
EFT	09/21/2020	5591	Accounts Payable	SPRAYER SPECIALTIES INC	30.31
EFT	09/21/2020	5592	Accounts Payable	STIVERS FORD (CONTROL PAY)	3,398.20
EFT	09/21/2020	5593	Accounts Payable	STRAUSS SECURITY SOLUTIONS	3,614.07
EFT	09/21/2020	5594	Accounts Payable	TEAM SERVICES	6,782.19
EFT	09/21/2020	5595	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	319.98
EFT	09/21/2020	5596	Accounts Payable	TOMPKINS INDUSTRIES INC	85.37
EFT	09/21/2020	5597	Accounts Payable	UPHDM OCCUPATIONAL MEDICINE	3,916.00
EFT	09/21/2020	5598	Accounts Payable	VAISALA INC	2,970.00
EFT	09/21/2020	5599	Accounts Payable	WALNUT CREEK PROMOTIONS INC	116.00
EFT	09/21/2020	5600	Accounts Payable	WASTE MANAGEMENT OF IOWA	137.08
WB CONTROLPAY WB ControlPay Totals:					\$152,810.87

EFTs: 49 \$152,810.87

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB MICROSOFT - WB Microsoft Escrow  
 Batch Date: 09/21/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB MICROSOFT - WB Microsoft Escrow</b>					
EFT	09/21/2020	7	Accounts Payable	WEST DES MOINES WATER WORKS	21,991.33
WB MICROSOFT WB Microsoft Escrow Totals:				Transactions: 1	\$21,991.33
EFTs:	1			\$21,991.33	

# Payment Register

From Payment Date: 08/18/2020 - To Payment Date: 10/04/2020

Number	Date	Payee Name	Transaction Amount
147	09/10/2020	MERCHANT SERVICES (TRANSFIRST)	\$105.98
4952	09/18/2020	IOWA DEPARTMENT OF REVENUE & FINANCE	\$1,501.00
4953	09/10/2020	UMB BANK NA	\$300.00
4954	09/10/2020	UMB BANK NA	\$300.00
4955	09/10/2020	UMB BANK NA	\$300.00
4956	09/15/2020	WEST BANK	\$4,305.54
12436	09/21/2020	MAPLE GROVE VILLAS	\$250.00
12437	09/21/2020	POLO CLUB APARTMENTS	\$1,082.08
12438	09/21/2020	MIDAMERICAN ENERGY	\$119.12
12439	09/21/2020	HUBBELL REALTY	\$1,095.87
12440	09/21/2020	MIDWEST RESIDENTIAL FUND LLC - HAMLETT APARTMENTS	\$1,033.20
12441	09/21/2020	EBE PROPERTIES LLC	\$300.00
12442	09/21/2020	CASCADES AT JORDAN CREEK	\$1,623.82
12443	09/21/2020	DESERTCREST OK LLC	\$1,100.00
12444	09/21/2020	OIKOS LLC	\$902.60
12445	09/21/2020	SWIFT PROPERTIES LLC	\$775.00
12446	09/21/2020	SWIFT PROPERTIES LLC	\$1,162.50
12447	09/21/2020	SWIFT PROPERTIES LLC	\$542.50
12448	09/21/2020	SWIFT PROPERTIES LLC	\$775.00
12449	09/21/2020	WATTLEWORTH, ROBERTA ANN	\$450.00
12450	09/21/2020	MIDAMERICAN ENERGY	\$162.06
12451	09/21/2020	MIDAMERICAN ENERGY	\$110.00
12452	09/21/2020	WEST DES MOINES WATER WORKS	\$84.50
12453	09/21/2020	COLONIAL VILLAGE APARTMENTS	\$898.00
12454	09/21/2020	CONLIN PROPERTIES INC	\$2,187.40
12455	09/21/2020	WESTBROOKE APARTMENTS	\$250.00
12456	09/21/2020	MIDAMERICAN ENERGY	\$112.32
12457	09/21/2020	MIDAMERICAN ENERGY	\$158.00
204795127	09/21/2020	WEST BANK, HUMAN SVCS	\$159.51
			<hr/>
			\$22,146.00

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

**ITEM:** Approval of Liquor Licenses

**DATE:** September 21, 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. Thawee Wathana, LLC d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class LC Liquor License with Sunday Sales - Renewal
2. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Class BB Beer Permit with Sunday Sales and Outdoor Service - Renewal
3. Mangia Tutto, LLC d/b/a Billy Vee's, 304 5th Street - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal
4. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Class BW Permit with Sunday Sales - Renewal
5. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street - Class BB Permit with Sunday Sales - Renewal
6. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
7. 52 Gracedieu DBA Memory Lane Antiques, LLC d/b/a Memory Lane Antiques Collectibles & Gifts, 208 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
8. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal

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

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

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

**STAFF REVIEWS**

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

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

**ITEM:** Approval of Special Event Lane Closures  
Historic Valley Junction Foundation 2020 Events

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on 5th Street in the Historic Valley Junction Business District shall require approval of the City Council.

Due to the COVID-19 pandemic, the Historic Valley Junction Foundation canceled a number of their Farmers Market dates in the spring and summer, but they have since started holding a scaled back version of the Farmers Market.

The previous Council approval for the Foundation's special event street closure went through October 1<sup>st</sup>, but they have made a request for three additional dates in October. This request includes lane closures for the 100 and 200 blocks of 5th Street, which requires Council approval.

The three dates they are proposing are:

- Thursday, October 8<sup>th</sup>
- Thursday, October 15<sup>th</sup>
- Thursday, October 20<sup>th</sup>

A map of the proposed event area is attached.

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

**RECOMMENDATION:** Motion - Approval of Special Event Lane Closures

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

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RTJ</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	

**VALLEY JUNCTION FARMERS**

**MINI MARKET**

EFFECTIVE JULY 30, 2020

HISTORIC VALLEY JUNCTION FOUNDATION

222-3642

barricade



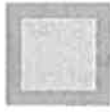
INFORMATION



Shirt sales

Double up food bucks

NO PARKING



**⊗ Restrooms  
or Kybos**

**NO PARKING**

- 100-200 BLOCK 5th ST
- MAPLE BETWEEN ALLEYS
- RAILROAD PLACE

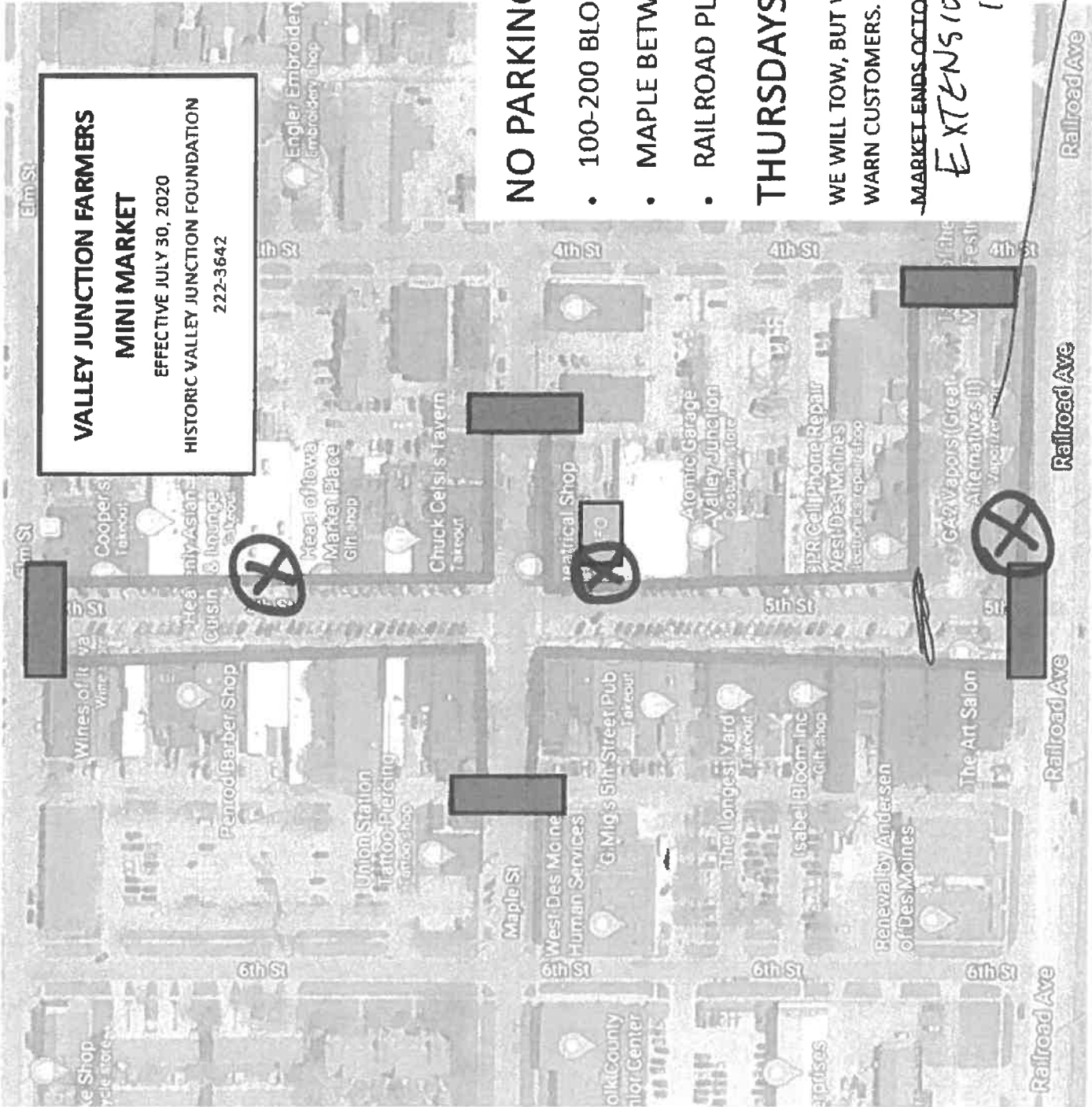
**THURSDAYS 2:30-8:30 PM**

WE WILL TOW, BUT WE DON'T WANT TO. PLEASE  
WARN CUSTOMERS.

~~MARKET ENDS OCTOBER 1~~

**EXTENSION OCT 8-22  
IF APPROVED**

**POSSIBLY OPEN  
IF APPROVED**



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

**DATE: September 21, 2020**

**ITEM:**

Motion – Approval of Renewal Contract Agreement  
Emergency Sanitary and Storm Sewer Repair Services  
The Underground Company

**FINANCIAL IMPACT:**

This renewal contract is for emergency repair services that are not part of routine maintenance for sanitary and storm sewer repair. The estimated budget impact is unknown, however, in the past, repairs have been as much as \$175,000 for the year. Payments will be made from funds in the Public Services operating budget accounts 600.200.250.5220.331 and 650.200.250.5220.331.

**BACKGROUND:**

Due to the growth in the City’s storm sewer and sanitary sewer systems, the intent of this contract is to assist City staff operations with urgent, unexpected drainage structure and pipe repairs on City ROW, easements, and property. This renewal contract is for a one-year term.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

- City Council approve the renewal contract agreement with The Underground Company.

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

*KLA*

**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 Works		
Date Reviewed	September 14, 2020		
Recommendation	<b>Yes</b>	No	Split



**CITY OF WEST DES MOINES**  
4200 Mills Civic Parkway  
PO Box 65320  
West Des Moines, IA 50265-0320

**RENEWAL CONTRACT AGREEMENT**

<b>Company/Contractor:</b> The Underground Company, Ltd. 12245 Dakota Street Carlisle, IA 50047	<b>Department:</b> Department of Public Services 560 S. 16 <sup>th</sup> Street West Des Moines, IA 50265
<b><u>Contract Terms:</u></b> Effective September 1, 2020 to August 31, 2021	
<b>Contract Number: 2021-17</b> <b>Payable: 30 Days</b>	
<b>Annual Cost: See Below</b>	
<b><u>DESCRIPTION OF ITEMS CONTRACTED:</u></b>  Contract Agreement for providing emergency sanitary and storm sewer repair services to the City of West Des Moines on an as-needed basis. Contract pricing is per Attachment A, which includes a 3% cost of services increase from the 2019-2020 pricing.	
<b>Authorized Signature:</b>	
<b>Authorized Name &amp; Title (Printed):</b>	
<b>Date:</b>	

*Internal Use Only*  
*Budget Code: 600.200.250.5220.331 and*  
*650.200.250.5220.331*



## ATTACHMENT A

Description	Unit	19-20 Unit Price	20-21 Unit Price With 3% Increase
Sewer Repair - Excavator (Larger than 100,000 lb.)	DAY	\$10,078.55	\$10,380.91
Sewer Repair - Excavator (70,000 to 100,000 lb.)	DAY	\$9,017.65	\$9,288.18
Sewer Repair - Excavator (40,000 to 70,000 lb.)	DAY	\$7,956.75	\$8,195.45
Sewer Repair - Excavator (Smaller than 40,000 lb.)	DAY	\$5,834.95	\$6,010.00
Class A Crushed Stone	TON	\$26.52	\$27.32
Controlled Low Strength Material or Flowable Fill	CY	\$137.92	\$142.06
Concrete Pavement, 6" Reinforced (Remove & Replace)	SY	\$106.09	\$109.27
Concrete Pavement, 8" Reinforced (Remove & Replace)	SY	\$132.61	\$136.59
Concrete/Asphalt Pavement, 6" (Remove & Replace)	SY	\$132.61	\$136.59
Concrete/Asphalt Pavement, 8" (Remove & Replace)	SY	\$159.14	\$163.91
Concrete Driveway/Sidewalk, 6" (Remove & Replace)	SY	\$90.18	\$92.89
Concrete Sidewalk, 4" (Remove & Replace)	SF	\$9.55	\$9.84
Concrete Trail, 6" Reinforced (Remove & Replace)	SF	\$12.73	\$13.11
Concrete Curb & Gutter (Remove & Replace)	LF	\$31.73	\$32.68
Dewatering, Well Point Required	LS	\$9,017.65	\$9,288.18
Bypass Pumping, 4" Pump & Smaller	LS	\$5,834.95	\$6,010.00
Bypass Pumping, 6"-8" Pump	LS	\$7,426.30	\$7,649.09
Bypass Pumping, 10" Pump & Larger	LS	\$9,017.65	\$9,288.18
Sodding	SQ	\$106.09	\$109.27
Intake, Type M-A (Single Grate)	EA	\$3,713.15	\$3,824.54
Intake, Type M-C (Single Grate w/MH)	EA	\$5,834.95	\$6,010.00
Intake, Type M-D (Double Grate)	EA	\$5,516.68	\$5,682.18
Intake, Type M-E (Double Grate w/MH)	EA	\$6,895.85	\$7,102.73
Intake, Single Open-Throat, Small Box	EA	\$6,895.85	\$7,102.73
Intake, Double Open-Throat, Small Box	EA	\$7,426.30	\$7,649.09
Intake, Type M-A & M-C Riser Only	EA	\$3,394.88	\$3,496.73
Intake, Type M-D & M-E Riser Only	EA	\$4,744.05	\$4,886.37

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

**DATE: September 21, 2020**

**ITEM:**

Motion – Approval of Contract Agreement  
Sidewalk, Trail, and Parking Lot Snow & Ice Removal Services  
Reliable Property Services

**FINANCIAL IMPACT:**

The estimated budget impact will be approximately \$80,000. Payments will be made out of funds in the Public Services operating budget account 100.200.225.5250.427. The City requested bids for sidewalk, trail, and parking lot snow and ice removal services and only one bid was received. The bidder was Reliable Property Services.

**BACKGROUND:**

This contract agreement will provide the City with planned and emergency snow removal operations on local City sidewalks, trails, and parking lots. The initial term of this contract shall be effective for one year from the executed contract. The City has the option to renew the contract on an annual basis with a mutually agreeable increase in costs based on the CPI-W in April of the renewing year. This contract will allow the City to maintain the expected level of service during winter storm events.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

- City Council approve the contract agreement with Reliable Property Services

**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>AS</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Works		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split



**2020 Bid Tabulation**  
**Sidewalk, Trail & Parking Lot Snow Removal**  
**and Ice Control Services**

**Bidder No. 1:**  
 Reliable Property Services of Iowa  
 1850 Destination Dr.  
 Grimes, IA 50111

Description	Cost Per Event
<b>Valley Junction Parking Lots / Alleys</b>	
Flat Rate up to 3" Snowfall	\$1,139.00 Per Event
Flat Rate 3.1" to 6" Snowfall	\$1,481.00 Per Event
Flat Rate 6.1" to 9" Snowfall	\$1,925.00 Per Event
Flat Rate 9.1"+ Snowfall	See Hourly Rate Chart Below
<b>City Building Entrances / Handicap Access</b>	
Flat Rate up to 3" Snowfall	\$269.00 Per Event
Flat Rate 3.1" to 6" Snowfall	\$369.00 Per Event
Flat Rate 6.1" to 9" Snowfall	\$484.00 Per Event
Flat Rate 9.1"+ Snowfall	See Hourly Rate Chart Below
<b>Valley Junction Sidewalks</b>	
Flat Rate up to 3" Snowfall	\$1,482.00 Per Event
Flat Rate 3.1" to 6" Snowfall	\$1,820.00 Per Event
Flat Rate 6.1" to 9" Snowfall	\$2,614.00 Per Event
Flat Rate 9.1"+ Snowfall	See Hourly Rate Chart Below
<b>City Parcel Sidewalks</b>	
Flat Rate up to 3" Snowfall	\$3,264.00 Per Event
Flat Rate 3.1" to 6" Snowfall	\$4,243.00 Per Event
Flat Rate 6.1" to 9" Snowfall	\$5,516.00 Per Event
Flat Rate 9.1"+ Snowfall	See Hourly Rate Chart Below
<b>School Crossing Guard Areas</b>	
Flat Rate up to 3" Snowfall	\$382.00 Per Event
Flat Rate 3.1" to 6" Snowfall	\$618.00 Per Event
Flat Rate 6.1" to 9" Snowfall	\$808.00 Per Event
Flat Rate 9.1"+ Snowfall	See Hourly Rate Chart Below
<b>Trails</b>	
Flat Rate up to 3" Snowfall	\$1,086.00 Per Event
Flat Rate 3.1" to 6" Snowfall	\$1,411.00 Per Event
Flat Rate 6.1" to 9" Snowfall	\$1,835.00 Per Event
Flat Rate 9.1"+ Snowfall	See Hourly Rate Chart Below

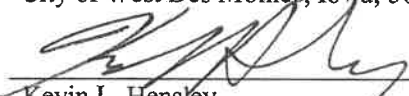
**HOURLY RATES**

*This section is only applicable to greater than a nine point one (9.1) inches of snowfall as well as extra work authorized by the City in writing during the term of the Agreement. Rate shall include all labor, equipment, materials, and products.*

	<b>Bidder No. 1:</b> Reliable Property Services of Iowa 1850 Destination Dr. Grimes, IA 50111
Description	Unit Cost Per Hour
Laborer with snow shovel	\$55.00
Laborer with snow blower	\$60.00
Laborer with deicer application by hand	\$45.00 per bag
Driver & dump truck with plow (1 ton / 3 ton)	\$90.00
Driver & pickup with plow (3/4 ton / 1 ton)	\$90.00
Operator & front end loader	\$250.00
Operator & skid steer with pusher or blower	\$125.00
Driver with salt spreading unit	\$250.00 per ton

*The Grounds Guys submitted a letter stating "No Bid Submitted."*

I hereby certify that this is a true tabulation of bids received on September 2, 2020, by the City of West Des Moines, Iowa, 50265.

  
\_\_\_\_\_  
Kevin L. Hensley  
Public Services Superintendent

9/9/2020  
\_\_\_\_\_  
Date

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Professional Services Agreement  
Between Dave Lyons & the City of West Des Moines

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** \$15,000 per quarter, maximum 6 quarters

**BACKGROUND:** In January 2017, the City and Dave Lyons with the Iowa Institute entered an agreement for support work on the WDM 2036 plan, that work included facilitation and direction of meetings associated with the WestLAB (West Des Moines Leadership Advisory board) and has grown to include work associated with our right-of-way fiber pilot projects and associated pilot project in Valley Junction with Microsoft. Specifically, in the following areas:

- Formation, meetings and work products associated with WestLAB
- Infrastructure innovations and collaborations to create universal broadband access in WDM
- Piloting flexible support systems and revitalization tools for sure by communities and neighborhoods throughout WDM
- Integrating environmental and economic sustainability practices within the City's key activities and partnerships

Mr. Lyons has successfully facilitated several public-private collaborations in the area of fiber and utilities across the State of Iowa. His experience as State Economic Development Director, former State of Iowa Insurance Commissioner and Counsel to Iowa Legislature, has provided him a unique skillset that combines research, existing infrastructure and government agencies with access to private industry.

Throughout the last several years in working with Mr. Lyons, WDM has seen tremendous payback and has made great strides towards our goal of ubiquitous broadband in WDM including the announcement of our city-wide all access conduit network in July of 2020. We look forward to launching the next step in reaching our goal including leveraging our federal grant programs into funding affordable 1G internet service to the home for those in West Des Moines who would otherwise not be able to afford, and integration of environmental and economically sustainable practices in the area of stormwater and other 2036 initiatives.

Mr. Lyons has not raised his fee for the City of West Des Moines, and this would be the third contract renewal (each renewal has been 6 quarters). Mr. Lyons also works exclusively with the City of West Des Moines as his only Central Iowa client.

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

**RECOMMENDATION:** Approval of Mr. Lyons' contract extension for 6 quarters.

**Lead Staff Member:** Jamie Letzring & Tom Hadden

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	CH
Legal	
Agenda Acceptance	JA

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	9/9/2020		
Recommendation	Yes	No	

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF WEST DES MOINES AND  
DAVID LYONS**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City

of **West Des Moines, Iowa**, a municipal corporation, hereinafter referred to as "City", and **David Lyons**, with principal offices at 5804 Pleasant Drive, Des Moines, IA 50312, hereinafter referred to as "Consultant," as follows:

1. CONSULTANT SHALL PERFORM THE FOLLOWING WORK. PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES, OR MATERIALS TO THE CITY OF WEST DES MOINES IN CONNECTION WITH THE WEST DES MOINES ACTION PLAN SUPPORTING WDM 2036:

SCOPE OF SERVICES

Consultant shall provide products and/or services as detailed in the attached "Exhibit I", identified as the "Scope of Services" and within such additional Exhibits as may be mutually agreed between the parties.

SCHEDULE

The schedule of the work to be performed shall conform to the schedule set forth in the attached "Exhibit I", and within such additional Exhibits as may be mutually agreed between the parties.

COMPENSATION

The compensation for the work to be performed shall conform to the compensation set forth in the attached "Exhibit I", and within such additional Exhibits as may be mutually agreed between the parties.

In consideration of the services, work, equipment, supplies, or materials provided herein, the City agrees to pay Consultant, including any authorized reimbursable expenses, pursuant to the terms of "Exhibit I".

Final payment shall be due and payable within thirty (30) days of the City's acceptance of Consultant's final report submitted in accordance with this Agreement.

In consideration of said payments, Consultant agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of the Agreement in a good and workmanlike manner and to the satisfaction of the City. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, Consultant agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

2. **INSURANCE.** Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self, or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant.
3. **TERM OF CONTRACT.** Unless earlier terminated under this Agreement, or otherwise mutually agreed by the parties, the term of this Agreement shall commence upon execution by the parties and shall be completed on or before the \_\_\_\_ day of, 2021.
4. **NOTICE.** Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: David Lyons  
Address: 5804 Pleasant Drive  
City, State: Des Moines, IA 50312

5. GENERAL COMPLIANCE. In the conduct of the services/work or the supplies, equipment, or materials contemplated hereunder, Consultant shall comply with applicable federal, state, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work.
6. STANDARD OF CARE. Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. INDEPENDENT CONSULTANT. Consultant understands and agrees that Consultant and Consultant's employees, agents, servants, or other personnel are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or any of Consultant's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
8. NON-DISCRIMINATION. Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will take affirmative action where appropriate or required to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status.
9. HOLD HARMLESS AND INDEMNIFICATION. Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements, and judgments, including all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, which is due to or arises in whole or in part from the services/work performed under this Agreement, a breach of this Agreement, or any omission or negligence arising out of performance or non-performance of this Agreement.
10. ASSIGNMENT. Consultant shall not assign or otherwise transfer this Agreement or any rights or obligations therein without first receiving prior written consent of the City.
11. AUTHORIZED AMENDMENTS TO AGREEMENT.
  - A. Consultant and the City agree and acknowledge as a part of this Agreement, that no amendments to this Agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for this Agreement as listed above, unless the Consultant has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.
  - B. Consultant and the City further agree and acknowledge as a part of this Agreement that no Agreement amendments, or other form or order or directive which requires additional compensable work to be performed under this Agreement, shall be issued by the City unless funds are available to pay such additional costs, and Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement, and expressly waives any rights to additional

compensation, whether by law or equity, unless prior to commencing the additional work, Consultant was given a written amendment describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, which amendment was signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment to this Agreement.

12. **CONTRACT INTERPRETATION.** No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the contract the laws of the State of Iowa shall govern this Agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the Agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this Agreement shall be exclusively in the District Court for Polk County, Iowa.
13. **SUSPENSION AND TERMINATION OF AGREEMENT.**
  - A. The City reserves the right to suspend this Agreement at any time. Such suspension takes effect when the City gives written notice to Consultant and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice.
  - B. Upon ten (10) days written notice to Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
  - C. The City may also terminate this Agreement at any time if it is found that Consultant has breached or violated any term or condition of this Agreement. In the event of a breach or violation by Consultant, the City may give ten (10) days written notice to Consultant of the City's intent to terminate the Agreement. Consultant may be given ten (10) days from the date of notification to remedy the breach or default.
  - D. This Agreement may also be terminated at any time with or without cause by the mutual agreement of the parties.
14. **TAXES.** Consultant shall pay all applicable taxes required to be paid for the services/work covered by this Agreement. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.
15. **SEVERABILITY.** If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
16. **MISCELLANEOUS HEADINGS.** Titles to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.
17. **FURTHER ASSURANCES.** Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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



**DAVID LYONS**

**By:** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

**WITNESS:**

**By:** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

**CITY OF WEST DES MOINES**

**By:** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

Exhibit 1

SCOPE OF SERVICES

This Scope of Services is made pursuant to a Professional Services Agreement ("Agreement") between the City of West Des Moines and David Lyons. The Agreement was signed on \_\_\_\_\_. This Scope of Services incorporates all terms and provisions of the Agreement

Start Date - Consultant is to begin providing the consulting services: (choose only one)

- X immediately after this Scope of Services is signed by both parties
on the following date:
other (such as occurrence of an event):

This Scope of Services will: (choose only one)

- have an Initial Term of 18 months or 6 quarters
have an Initial Term ending on the following date:
terminate on completion of all tasks and final acceptance or non-acceptance of all Deliverables described In this Scope of Services

Consulting services will be performed at: (indicate ALL that apply)

- X Client's premises in West Des Moines
Client's premises in:
X Consultant's premises in Des Moines.
X Other locations to be determined by client
X Check here If Client will pay travel, meal, lodging, communications, photocopies and other reasonable expenses. Only as pre-approved by Client
X Check here if Consultant Is to provide progress reports every month.

If this statement of Work Is connected with a specific Client project, state name of project: West Des Moines 2036

Project Coordinators:

Each Party designates one of its employees to serve as the other party's primary point of contact for new or unresolved questions/issues relating to this Scope of Services. Either party may change its designated project coordinator but shall promptly inform the other party of the change.

Client designates: Jamie Letzring
Consultant designates: Dave Lyons

Brief overview of the engagement:

Consultant is to assist client leadership in the implementation of West Des Moines Action Plan Supporting WDM 2036, and specifically to facilitate and coordinate the formation, meetings and work products of:

- 1) West Des Moines Leadership Advisory Board, (WestLAB)
2) "WDM 2036: Strategy 4: WDM is a leader in sustainability" – assisting in the area of storm water sustainability and planning efforts between the City and private partnerships and collaborative efforts
3) Partnership opportunities between the City, conduit network licensee partners and utilization of CDBG or other grant funds (including, not limited to: utilization of CDBG for Valley Junction pilot project with Microsoft, T-Mobile, WDMCS)

Schedule, Tasks and Deliverables:

Over the period of this scope of services, deliverables Include at a minimum (1) successful initial formation and meetings of advisory organizations formed pursuant to the West Des Moines Action Plan Supporting WDM 2036; (2) creation of processes and work products capable of providing City leadership with near-term direction, mid-term advice/input and long-term planning on issues identified by City leadership; (3) creation of additional public/private collaborations deemed appropriate to further the vision and mission of to the West Des Moines Action Plan Supporting WDM 2036; and (4) other related consulting and coordination efforts deemed appropriate by City leadership.

**Fees:**

Fees for this Statement of Work will be: *(choose only one)*

fixed price only (see further information below)

time-and-materials only (see further information below)

combination fixed price and time-and-materials (see further information below about each category)

**Fixed price Information:**

Total fixed price for this Scope of Services: \_\_\_\_\_ per quarter

**Consultant to invoice Client as follows:** Monthly

Each party represents that the Individual signing on its behalf has read this Scope of Services, understands It, and has full authority to bind such party.

**CITY**

**CONSULTANT**

City of West Des Moines  
4200 Mills Civic Parkway  
**West Des Moines, IA 50265**  
**Phone: 515-222-3610**

**David Lyons**  
5804 Pleasant Drive  
**Des Moines IA 50312**  
**Phone: 515-480-8362**

**By:** \_\_\_\_\_  
(Print Name)

**By:** \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**Its:** \_\_\_\_\_  
(Title)

**Its:** \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

**ITEM: Professional Services Agreement  
for Strategic America –  
Staff Augmentation for Citywide Communication Efforts**

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** \$150/hour billable

**BACKGROUND:** Given the number of new facilities, services and programs the City is introducing to the public, staff is recommending that we enter into a professional services agreement with an outside public relations/marketing agency, Strategic America, to assist with message development, communications and promotional efforts to ensure residents are educated and informed about City initiatives.

The scope of work would include a wide variety of projects and services, such as informing the public about procedures and operations related to the Jamie Hurd Amphitheater, the Raccoon River Boathouse, the MidAmerican Energy RecPlex and the new Public Services building. The Agency would assist with the development of a wide range of communication pieces such as articles and photographs for the WDM Magazine, Water Works inserts, direct mail pieces for specific audiences, construction communications, and website and social media postings and campaigns.

The CMO interviewed two local West Des Moines agencies for this one-year contract and settled on Strategic America.

Services are billable hourly at a rate of \$150.00. If at any time services are no longer needed or unsatisfactory, the contract is not binding in any regard.

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

**RECOMMENDATION:** Approval of Strategic America professional services agreement contract and Scope of Work.

**Lead Staff Member:** Jamie Letzring, Deputy City Manager, Tom Hadden, City Manager

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	CH
Legal	
Agenda Acceptance	JA

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed	9/9/2020		
Recommendation	Yes	No.	



City of West Des Moines  
Assistance in Staff Augmentation for Citywide Communication Efforts  
September 16, 2020

Given the number of new facilities, services and programs the City is introducing to the public, staff is recommending that we enter into a professional services agreement with an outside public relations/marketing agency, Strategic America (SA), to assist with message development, communications and promotional efforts to ensure residents are educated and informed about City initiatives.

The scope of work would include a wide variety of projects and services, such as informing the public about procedures and operations related to the Jamie Hurd Amphitheater, the Raccoon River Boathouse, the MidAmerican Energy RecPlex and the new Public Services building. The Agency would assist with the development of a wide range of communication pieces such as articles and photographs for the WDM Magazine, Water Works inserts, direct mail pieces for specific audiences, construction communications, and website and social media postings and campaigns.

## LOCAL AND STATEWIDE CLIENTS

Bankers Trust	Hubbell Realty
Broadlawns Medical Center	Iowa Farm Bureau
Catch Des Moines	Iowa Lottery
Central Iowa Water Trails	Iowa Governor STEM Advisory Council
Foster Group	

## CASE STUDIES

### IOWA LOTTERY

#### Challenge

For 30 years of representing the Iowa Lottery, our primary goal has been to increase lottery sales by developing and promoting the brand that has stood for integrity, value and fun. In the process, we have been a part of launching many innovations including games, players clubs and beneficial state initiatives directed to Iowa causes e.g. veterans, environment, education and tourism through proceeds.

#### Solution

Many solutions have emerged over the years based on research insights and retail partnerships allowing the Iowa Lottery to continue to meet their goals and

objectives. Of special focus was recent re-branding to update and tell relevant stories while engaging a younger audience segment. A new logo mark and tagline, "Woohoo for you!" brought emotion and excitement while allowing us to unite the many scratch and online games while telling the stories of how the Iowa Lottery supports and builds on good things for our state.

#### Impact

The Iowa Lottery has contributed more than \$70 Million per year for the past several years and now over \$2 Billion in proceeds to the state since 1985! In addition, SA's work has been recognized several times on regional, national and international stages for creative excellence.

### CATCH DES MOINES

#### Challenge

The Greater Des Moines Convention and Visitors Bureau has been inviting tourists to "Catch Des Moines" and see what they've been missing. From countless unique eateries to the birthplace of Steak DeBurgo, the city is ready to satisfy the most discriminating palates- before or after an outing at one of Des Moines' outdoor attractions. There's a lot to catch, so we had to throw it in a whole new way.

#### Solution

As a tongue-in-cheek nod to the fact that some people still don't know how to pronounce the capital of Iowa, SA's print, radio, and video campaign notes that while "The S's are Silent," our night life, our sports scene, our family events, and so much more are buzzing. We also developed a full year's worth of digital, social, outdoor and print ads to spread the word.

#### Impact

Business and civic leaders have been highly supportive of this somewhat cheeky campaign, which is paying off. The city has seen an upswing in tourism in the early weeks of 2020, and a number of springtime attractions are just around the corner. Earned media impact reflecting enthusiastic support for this campaign is still in the engagement phase but is building strop momentum. The leisure traveler audience reviews are stellar. And partner support and retention are strong.

## WEST DES MOINES RESOURCES: PROJECT TEAM

Shelly Kopriva, Client Strategist

Jade McAdams, Project Manager

Randy Belcher, Executive Creative Director

Greg Welch, Creative Director

Miya Chuyko, Creative Writer

Karen Gray Beal, Art Director

Lara Plathe, Senior Communications Manager

Bri Larson, Project Manager, Interactive Service

Sheryl Rinker, Director, Client Strategy and Service

Lisa Holtorf, VP Operations and Integration

Angie Ramirez, Director of Project Management

Dave Miglin, VP Interactive Services

## SCOPE OF WORK

Assistance in staff augmentation for Citywide communications and marketing efforts related to sharing of public information and website development consultation.

## TIMING

One year contract reviewed annually, beginning August 18, 2020.

The City will direct Agency in a prompt and accurate manner for all project assistance needs. The City and Agency will work collaboratively to continually improve the communications and educational marketing materials needed to achieve the goals as set forth by the City.



## COMPENSATION

Strategic America is to be compensated at an hourly rate of \$150/hour with project estimates provided for major deliverables. Agency will bill the City on a monthly basis for all hours accrued during the month.

## COMPREHENSIVE SERVICES AVAILABLE

### Strategic Communications

- Key message development and mapping
- Identification, segmentation of markets
- Write educational content, which may include:
  - Mayor or City Manager letters
  - Fact sheets or brochures conveying primary information
  - FAQ sheets
- Residents forums, or Q/A meetings
- Content development for city website and landing pages, including form-fills when appropriate.
- Development, distribution of regular media releases
- Repurposing content for City magazine and newsletters
- Write op-ed pieces
- Media relations efforts to pitch public service radio programs, e.g. Need to Know w/Angelo, Maxwell in AM (Sat) on WHO-AM, other stations
- Develop and produce blogs for updates with influential City supporters
- Schedule membership presentations to Professional and Service clubs
- Develop PowerPoint deck containing key messaging and information

### Creative and Production Services

- Create overall theme for projects to generate awareness and participation
- Copywrite and design communication packets, brochures, direct marketing pieces, flyers, banners, POS
- Create, produce video content for digital, email, web, presentation purposes
- Create ads for City mag, newsletters

- Create yard signage and banners

#### Digital/Social/Direct Marketing

- Provide targeted direct marketing strategies for testing and efficacy of various messaging options
- In coordination with City, develop and distribute direct marketing materials
- Identify possible SEM (paid digital) strategies
- Design landing pages and digital permission forms
- Identify possible paid social advertising strategies and assist in development of materials
- Advise on site optimization for optimal impact

#### Data/Metrics/Reporting

- Monitor communication campaign efforts, digital/web activities, direct mail response and testing.

#### Client Strategy & Services

- Marketing consultation and planning
- Manage communications and services delivery from agency
- Project Management
- Reporting and billing

## TERMS AND CONDITIONS

### **Payment terms**

SA's terms for payment of invoices is 15 days from invoice date. If SA is not paid within 15 days, we have the right to charge interest at the rate of 1.5% per month on any outstanding balances. SA also has the right to immediately stop or suspend service on any Client work and recover our costs of collection, including attorney fees, if applicable.

The Client agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, the Client

shall provide SA with a certificate acceptable to the taxing authorities exempting the Client from payment of these taxes.

Projects will be monitored against estimates provided. If revisions to project exceed estimate, a ten percent (10%) contingency fee may be added without requiring a new estimate. Should significant revisions or changes in direction occur, a new estimate will be generated.

This agreement will automatically renew annually upon expiration for the period of one year unless Client notifies Agency in writing 60 days prior to expiration.

Please sign, date and return this proposal as indication of your approval. Your signature below authorizes Strategic America to incur expenses on your behalf with the agreement that you will be responsible for the actual costs incurred, including those that exceed this Proposal. Proposal is valid for 30 days.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written herein.

CLIENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Strategic America

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and STRATEGIC AMERICA, Inc. , (Fed. I.D. #42-1206760), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

### 1. SCOPE OF SERVICES

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

### 2. SCHEDULE

The schedule of the professional services to be performed will be outlined within project estimates approved by The City. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

### 3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant an hourly rate of \$150 plus any authorized hard costs and any authorized reimbursable expenses.

I. Basic Services of the Consultant	\$__\$150/hr__
II. Resident Consultant Services	\$_____

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

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

### 4. INSURANCE

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

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Strategic America  
Attn: Mike Schreurs, Chairman  
Address: 6600 Westown Pkwy, Ste 100  
City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of

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

#### 9. NON-DISCRIMINATION

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

#### 10. HOLD HARMLESS

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

#### 11. ASSIGNMENT

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

#### 12. APPROPRIATION OF FUNDS

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

#### 13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

#### 15. INTERPRETATION

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

#### 16. COMPLIANCE WITH FEDERAL LAW

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

#### 17. SOLICITATION AND PERFORMANCE

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

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

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



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

**19. TAXES**

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

**20. SEVERABILITY**

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

**21. MISCELLANEOUS HEADINGS**

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

**22. FURTHER ASSURANCES**

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

**23. COUNTERPARTS**

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY: \_\_\_\_\_  
Mike Schreurs, Chairman

BY: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

ATTACHMENT 1  
SCOPE OF SERVICES

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

**DATE:** September 21, 2020

**ITEM:** Motion – Approval of Agreement – Integrated Parks & Recreation System Software – PerfectMind

**FINANCIAL IMPACT:** Per the agreement, the City will pay the following annual fees for the next five years.

- Year 1: \$31,768
- Year 2: \$32,666
- Year 3: \$32,666
- Year 4: \$32,666
- Year 5: \$32,666

This expense is budgeted in the Parks and Recreation operating budget.

**BACKGROUND:** In 2015, PerfectMind was selected through a RFP process to replace the integrated software system being used at that time. The original agreement with PerfectMind was for five years and is set to expire on October 4, 2020. The new five-year agreement will run through October 2025.

PerfectMind handles all program registrations, facility reservation/scheduling, membership/pass management, point of sale inventory control, trip management and internet/on-line/mobile applications. As part of the agreement, PerfectMind provides bi-weekly meetings to address questions and concerns from City staff if issues arise, as well as, technical support.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement with PerfectMind.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director <i>CH</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			
Date Reviewed			
Recommendation	Yes	No	Split

## CONTRACT EXTENSION AGREEMENT

Dated the 01 day of April, 2020

**B E T W E E N :**

**PERFECTMIND INC.**  
(“PerfectMind”)

– and –

**CITY of WEST DES MOINES**  
(the “Customer”)

**WHEREAS:**

- A. The Customer and PerfectMind entered into an agreement dated October 5, 2015 (the “Original Agreement”) for the provision of PerfectMind Software as a Service;
- B. The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

### **1. Definitions**

1.1. Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

### **2. Extension**

The Original Agreement will expire on October 4, 2020 (“Original Term”). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional five (5) year period (such period, the “Extended Term” and together with the Original Term, the “Term”), which will begin immediately on the expiry of the Original Term. At the expiration of the Extended Term, the Term will be automatically renewed for successive one year periods (each, an “Additional Term”) unless a party provides written notice to the other party of the first party’s intention not to renew, at least thirty days before the expiry of the then-current Term.

### **3. Fees**

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12 month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given

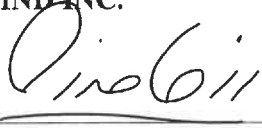
Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter.

**4. Conflict**

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

**TO WITNESS THEIR AGREEMENT**, the parties have duly executed this Extension Agreement as of the date first above written.

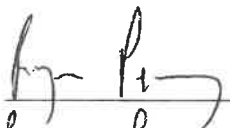
**PERFECTMIND INC.**

By: 

Name: Nima Jazbi

Title: VP of Operations

**CITY of WEST DES MOINES**

By: 

Name: Ryan Penning

Title: Recreation Superintendent

## **EXHIBIT A**

### **Extended Term**

**\*Year Six (October 5, 2020 to October 4, 2021): \$31,768**  
**Year Seven (October 5, 2021 to October 4, 2022): \$32,666**  
**Year Eight (October 5, 2022 to October 4, 2023): \$32,666**  
**Year Nine (October 5, 2023 to October 4, 2024): \$32,666**  
**Year Ten (October 5, 2024 to October 4, 2025): \$32,666**

**\*Credit Applied to Year 6 in the amount of \$898**

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

**DATE:** September 21, 2020

**ITEM:** Motion – Approval of Agreement – RecPlex Technology and Services – CenturyLink Communications

**FINANCIAL IMPACT:** The overall expense for this project is \$1,036,589.24. The breakdown of expenses for each specific part of the project is as follows:

1. \$647,043.00 – CenturyLink will procure and install the IT Infrastructure for Main Distribution Frame (“MDF”)/Intermediate Distribution Frames (“IDFs”) including installation of racks and Power Distribution Units (“PDUs”). CenturyLink will perform low voltage cabling including the fiber backbone between the MDF and IDFs and copper cabling from IDFs to fixed drops, Wi-Fi access points, and security cameras.
2. \$238,288.63 – CenturyLink will stage, configure and install new Firewalls and Core/Access Switches in the MDF and IDF locations. CenturyLink will stage, configure and install a Wireless LAN system including controllers and Wi-Fi access points.
3. \$87,924.61 - CenturyLink will stage, configure, provide and install security cameras.
4. \$63,333.00 - CenturyLink will stage, configure, provide and install marketing platform hardware and software to support monetization of the Wi-Fi system.

There is \$323,000 in the construction budget for this purpose with the remainder of project expenses expected to be covered by future revenue. Per this agreement, the City is guaranteed wi-fi monetization revenue of \$94,000 annually for the duration of the five-year agreement amounting to a total of \$470,000. This entire amount will be used to offset the cost of this project. In addition, \$20,000 in RecPlex Operations Revenue will be contributed annually for 12 years amounting to a \$240,000 offset.

**BACKGROUND:** In September 2019, the City of West Des Moines issued a Request for Information (RFI) for the coordination, collaboration and/or partnership between the City and private sector entities for technological innovation at the MidAmerican Energy Company RecPlex. The RFI requested the following information:

- Cover Letter
- Business Structure
- Summary of Technical Approach
- Summary of Operational Approach
- Schedule
- Data Privacy, Security and Ownership
- Financing and Funding
- Experience

Proposals were due on October 1, 2019 and the City received two proposals. The two proposals were received from CenturyLink Communications and Marco Technologies.

The intention of the RFI was to utilize the most up to date knowledge, marketing and revenue generating principles to maximize the technology offerings at the soon to open MidAmerican Energy Company RecPlex. After reviewing the two RFI's, CenturyLink Communications was determined to have the experience, service and support to offer the best solution to the City.

The proposal brought forward by CenturyLink Communications includes a state-of-the-art wireless internet system throughout all 300,000 square feet of indoor space and seven acres of outdoor space including the three outdoor soccer fields. In addition to the wireless internet system, CenturyLink Communications will be responsible for supplying and installing all servers, racks, cabling and hardware required to support the wireless internet system, tenant spaces including Des Moines University and Iowa Wild, and eSports Center. CenturyLink Communications will also provide all wiring, servers and installation of the security cameras and cabling for the door access control system.




In addition to the technology equipment provided for the RecPlex, the RFI requested the best practice means to generate revenue through technology and marketing principles. The CenturyLink Communications proposal includes a monetized sponsor management plan with Green Zebra, a CenturyLink Communications marketing partner. The program includes Green Zebra's state of the art Wi-Fi media hardware and Wi-Fi manager software that enables the ability to monetize and scale wi-fi to any size event crowd. A Marketing and Sponsorship Dashboard provides the visibility and reporting that will give the City the ability to better engage with facility users and report on the successes of the wi-fi marketing initiatives.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement with Century Link.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F & A		
Date Reviewed	September 9, 2020		
Recommendation	Yes	No	Split





**STATEMENT OF WORK**  
**IT CONSULTING SERVICES**  
**Agreement Pramata ID # \_\_\_\_\_**  
**Quote Number: \_\_\_\_\_**

**1. OVERVIEW**

This IT Consulting Services Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the consulting services ("Services" or IT Services") to be provided to City of West Des Moines, IA ("Customer") by CenturyLink Communications, LLC ("CenturyLink"). This SOW is subject to and governed by the Agreement and the applicable Service Attachments by and between Customer and CenturyLink containing terms and conditions that apply specifically to the provision of Services (the "Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement or applicable Service Attachment.

**2. DESCRIPTION OF WORK**

**2.1 Scope**

IT Services are available to Customer in the form of an engagement with certain activities ("Tasks") performed by CenturyLink Resources provided upon a fixed price basis (a "Project"). "CenturyLink Resource" means a CenturyLink employee or subcontractor who provides IT Services to Customer under a SOW either assigned by CenturyLink or by Customer to directly manage the IT Services. If Customer fails to perform its obligations under this Agreement or an applicable SOW, CenturyLink will be excused from performing the Services, to the extent contingent on Customer's performance, until Customer's obligations are performed and CenturyLink will be entitled to (i) an extension of time to complete the IT Services and (ii) an adjustment of the charges, including charges for any additional time required to complete the IT Services arising from Customer's failure to comply with this section. All IT Services not identified in this section are out of scope and anything additional requires a SOW Change Request.

Task	Description
Task 1 – Plan & schedule	CenturyLink will host a kick-off meeting with Customer to agree in writing a plan and schedule.
Task 2 – Project Management	CenturyLink will perform Project management services for the Tasks defined in this Statement of Work.
Task 3 – IT Infrastructure and Cabling	CenturyLink will procure and install the IT Infrastructure for Main Distribution Frame ("MDF")/Intermediate Distribution Frames ("IDFs") including installation of racks and Power Distribution Units ("PDUs"). CenturyLink will perform low voltage cabling including the fiber backbone between the MDF and IDFs and copper cabling from IDFs to fixed drops, Wi-Fi access points, and security cameras.
Task 4 – LAN/Firewall Installation	CenturyLink will stage, configure and install new Firewalls and Core/Access Switches in the MDF and IDF locations.*
Task 5 – Wireless LAN Installation	CenturyLink will stage, configure and install a Wireless LAN system including controllers and Wi-Fi access points.*
Task 6 – Security Camera Installation	CenturyLink will stage, configure and install security cameras.*
Task 7 – Marketing Platform Installation	CenturyLink will stage, configure and install marketing platform hardware and software to support monetization of the Wi-Fi system.*
Task 8 – Event Support	CenturyLink will provide technology support for the installed solution for two (2) major events in the venue as designated by the Customer.
Task 9 – Marketing Platform Help Desk Support	CenturyLink will provide help desk support for the Marketing Platform for a period of 5 years.

\* All equipment purchased separately by Customer.

**Task 1 Details – Project Plan & Schedule:**

Upon full execution of this SOW, CenturyLink will coordinate with the Customer to schedule and conduct a Kick-Off meeting to communicate and finalize the project schedule with all impacted and involved parties. Prior to the Kick-Off meeting, CenturyLink will create a presentation detailing the project schedule and roles and responsibilities of each party. After the meeting, CenturyLink will send a revised version of the presentation based on discussions and agreements from the Kick-Off meeting.

**Task 2 Details – Project Management**

CenturyLink will provide the following Services as part of this Task:

- CenturyLink will develop a working detailed Project plan for all design\staging\implementation\gameday support tasks using project management software.
- CenturyLink will hold regular status report and regular scheduled meetings to update the Project plan and deliver updated versions of the Project plan after each meeting and/or status report.
- CenturyLink will coordinate collection and review all pertinent site information received from Customer.
- CenturyLink will provide a CenturyLink Resource responsible for directing the delivery, installation, and provisioning of all equipment per the specified design.

**Task 3 Details – IT Infrastructure and Cabling:**

CenturyLink will procure and install the IT Infrastructure for MDF/IDFs including installation of racks and PDUs. CenturyLink will perform low voltage cabling including the fiber backbone between the MDF and IDFs and copper cabling from IDFs to fixed drops, Wi-Fi access points, and security cameras.

Rack units will include five (5) 4' wall-mounted cabinets in IDFs (one per) and two (2) 7' floor-mounted cabinets in the MDF. The fiber backbone will include 6 strands to support a 10G uplink from each IDF to the MDF.

The count of drops includes the following:

- 125 Drops for Wireless Access Points
- e-Sports (12 locations, 72 ports)
- Telephones (13)
- Cameras (77)

In addition, CenturyLink will run 54 composite cables to support access control systems at doors.

**Task 4 Details – LAN and Firewall Installation**

CenturyLink will provide the following installation services as part of this task:

- CenturyLink will receive and inventory all hardware and software in the LAN/Firewall Cisco Bill of Materials ("BOM"). A cross reference back to the BOM will be provided to the Customer for verification of full receipt of goods.
- CenturyLink will communicate to the equipment manufacturer a list of any non-functional ("DOA") equipment and follow up work with the equipment manufacturer to return equipment for replacement.
- CenturyLink will configure all hardware and software in the LAN/Firewall Cisco BOM. The configuration will take place at a secure offsite facility.
- CenturyLink will stage and deliver all hardware and software to a secure, designated onsite location as determined by the Customer until it is moved to its installation location.
- CenturyLink will install all hardware and software in the LAN/Firewall Cisco BOM into the designated MDF/IDF locations.
- CenturyLink will perform Acceptance Testing of the LAN/Firewall once installed.

**LAN Installation Tasks:**

- Installation, configuration, testing of core and access switches to include the following:

**Pre-installation services**

- Drawing and Specification review for Pre-Installation Assessment
- Site Scope Assessment: Installation Location Review
  - Visually inspect for risks (water, power receptacles)

- Review Rack layout plans
- Fiber backbone connectivity in IDF/MDF
- Environment (A/C, Electrical, ETC)
- Bonding and grounding
- Tray and strut
- Fire stopping
- Security

#### Installation Services per the Work Breakdown Schedule

- Physically install all equipment and components in racks and cabinets
  - Connect equipment and components to electrical power and UPS
  - Install copper and fiber patch cords in IDFs and MDFs
- CenturyLink will patch all LAN/Firewall System equipment and components. This includes backbone infrastructure and inter-equipment connections, patching end stations from patch panel to switch.

#### LAN Acceptance Testing:

CenturyLink will coordinate and provide a detailed LAN/Firewall System signoff checklist and/or matrix. This will be used to track the completion of the LAN/Firewall System and provide documentation for completion of Customer's final acceptance letter for the LAN/Firewall System. Documentation for the installed System will be prepared and delivered as part of the LAN/Firewall System turnover to the Customer. Reasonable operational testing will be performed to ensure compliance with all feasible specifications.

CenturyLink will coordinate with the Customer to test 3rd party systems and applications. CenturyLink will participate in monitoring the LAN/Firewall infrastructure during system and 3rd party application testing (which will be done by the appropriate Customer stakeholders and provide required information, statistics, and troubleshoot any LAN/Firewall infrastructure specific issues (QoS, etc.) as necessary. CenturyLink will provide technicians as necessary (onsite and remote) to support LAN/Firewall infrastructure.

Acceptance Testing shall include powering, configuring, and testing all installed equipment, components, and software features as designed by CenturyLink, approved by the Customer and present in the Cisco BOM.

Acceptance test results will be provided in a table or matrix.

Upon successful completion of acceptance testing Customer will sign and deliver to CenturyLink a Services Completion Form as shown in Exhibit A below.

#### **Task 5 Details – Wireless LAN Installation**

CenturyLink will provide the following installation services as part of this task:

- CenturyLink will receive and inventory all hardware and software in the Wireless LAN (Wi-Fi) Everest Networks BOM. A cross reference back to the BOM will be provided to the Customer for verification of full receipt of goods.
- CenturyLink will communicate to the equipment manufacturer a list of any non-functional ("DOA") equipment and follow up work with the equipment manufacturer to return equipment for replacement.
- CenturyLink will configure all hardware and software in the Wireless LAN Everest Networks BOM. The configuration will take place at a secure offsite facility. This configuration will utilize the existing switch configurations to be downloaded as part of this effort.
- CenturyLink will stage and deliver all hardware and software in the Wireless LAN Everest Networks BOM to a secure, designated onsite location as determined by the Customer until it is moved to its installation location.
- CenturyLink will install all hardware and software in the Wireless LAN Everest Networks BOM into the designed MDF location.
- CenturyLink will perform Acceptance Testing of the Wireless system once installed.

**Wireless LAN Installation Tasks:**

Installation, configuration and testing of the Wireless Controller to include the following:

**Pre-installation services**

- Drawing and Specification review for Pre-Installation Assessment
- Site Scope Assessment: Installation Location Review

**Installation Services per the Work Breakdown Schedule**

- Physically install all controller equipment and components in racks and cabinets
- Connect equipment and components to electrical power and UPS.
- Install copper and fiber patch cords in the MDF

Installation, configuration and testing of Wireless Access Points to include the following:

- Installation of all Everest Networks Hardware as detailed in the Everest Networks BOM according to the Wireless LAN design
- Connect equipment and components to electrical power

**Wireless System Acceptance Testing:**

CenturyLink will coordinate and provide a Wireless LAN signoff checklist and/or matrix. This will be used to track the completion of the Wireless LAN installation and provide documentation for completion of Customer's final acceptance letter for the Wireless LAN System. Documentation for the installed System will be prepared and delivered as part of Wireless LAN System turnover to the Customer. Reasonable operational testing will be performed to ensure compliance with all feasible specifications.

CenturyLink will coordinate with the Customer to test the Wireless Connectivity in the venue after the Wireless LAN Installation. CenturyLink will participate in monitoring the Wireless infrastructure during system testing. CenturyLink will provide technicians as necessary (onsite and remote) to support Wireless LAN infrastructure.

Acceptance test results will be provided in a table or matrix.

Upon successful completion of acceptance testing Customer will execute and deliver to CenturyLink a Services Completion Form as shown in Exhibit A .

**Task 6 Details – Security Camera Install**

CenturyLink will provide the following installation services as part of this task:

- CenturyLink will receive and inventory all hardware and software in the Security Camera BOM. A cross reference back to the BOM will be provided to the Customer for verification of full receipt of goods
- CenturyLink will communicate to the equipment manufacturer a list of any non-functional ("DOA") equipment and follow up work with the equipment manufacturer to return equipment for replacement.
- CenturyLink will stage and deliver all hardware and software in the Security Camera BOM to a secure, designated onsite location as determined by the Customer until it is moved to its installation location
- CenturyLink will install all hardware and software in the Security Camera BOM into the designated location in the building
- CenturyLink will position/angle the cameras based on information provided by the Customer
- CenturyLink will coordinate with the Customer and Customer's third party vendors to support onboarding and testing of the cameras on the Customer-provided NVR and VMS systems



### **Camera Installation Acceptance Testing:**

CenturyLink will coordinate and provide a camera signoff checklist and/or matrix. This shall be used to track the completion of the camera installation and provide documentation for completion of Customer's final acceptance letter for the cameras. Documentation for installed cameras will be prepared and delivered as part of camera turn-over to the Customer. Reasonable operational testing will be performed to ensure compliance with all feasible specifications.

Acceptance test results will be provided in a table or matrix.

Upon successful completion of acceptance testing Customer will execute and deliver to CenturyLink a Services Completion Form as shown in Exhibit A.

### **Task 7 Details – Marketing Platform Install**

CenturyLink will provide the following installation services as part of this task:

- CenturyLink will receive and inventory all hardware and software in the Green Zebra BOM. A cross reference back to the BOM will be provided to the Customer for verification of full receipt of goods
- CenturyLink will stage and deliver all hardware and software in the Green Zebra BOM to a secure, designated onsite location as determined by the Customer until it is moved to its installation location
- CenturyLink will install all hardware and software in the Green Zebra BOM into the designated location in the building

### **Marketing Platform Installation Tasks:**

Installation, configuration and testing of the Marketing Platform to include the following:

1. CenturyLink will rack, stack, cable, and power on all hardware in the Green Zebra Bill of Materials (BOM).
2. CenturyLink will communicate to Green Zebra a list of any non-functional ("DOA") equipment and follow up work with Green Zebra to return equipment for replacement.

Configuration Services: CenturyLink will provide the following as part of this task:

1. CenturyLink will configure all hardware and software provided in the Green Zebra Bill of Materials (BOM).
2. These tasks will take place at a Green Zebra staging location prior to being shipped to the project site.

ii. Installation Services: CenturyLink will provide the following as part of this task:

1. Installation of the Green Zebra Hardware as detailed in the Green Zebra BOM
2. Connect equipment and components to electrical power
3. Install Copper Patch Cables connecting the Green Zebra equipment to the LAN Switch in the MDF

### **Green Zebra Marketing Platform Acceptance Testing:**

CenturyLink will coordinate and provide a marketing platform signoff checklist and/or matrix. This shall be used to track the completion of the marketing platform installation and provide documentation for completion of Customer's final acceptance letter for the platform. Documentation for installed platform will be prepared and delivered as part of platform turn-over to the Customer.

Acceptance test results will be provided in a table or matrix.

Upon successful completion of acceptance testing Customer will execute and deliver to CenturyLink a Services Completion Form as shown in Exhibit A.

### **Task 8 Details – Game Day Support**

For two (2) Customer Specified events during calendar year 2021, CenturyLink will provide onsite event-day support at the RECPLEX with remote access resources, as needed.



CenturyLink onsite resources will be available up to 3 hours prior to event start and for 1 hour following event completion. In addition, the full complement of remote support provided through the MACD services listed above will be available during events and directly to the onsite event day network engineers.

**Task 9 Details – Marketing Platform Help Desk Support**

For a period of 5 years, CenturyLink will provide remote help desk support for the Marketing Platform.

**2.2 Engagement Team**

Each party will designate and maintain a primary contact for this SOW ("Primary Contact"). The Primary Contact for each party will be a technical point of contact with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable systems. Each party will keep the contact information for their Primary Contact current.

**2.3 Timeline**

Customer and CenturyLink agree to the following timeline for the Project, including when the Project will commence and when the Project will conclude:

Service Name	Estimated Start Date	Estimated End Date
Project Management	SOW Signature	1/30/2021
Project Kick-Off Meeting	SOW Signature	SOW Signature + 7 calendar days
IT Infrastructure and Cabling	10/15/2020	12/31/2020
LAN Design and Installation	11/14/2020	12/31/2020
Wi-Fi Design and Installation	11/14/2020	12/31/2020
Security Camera Install	11/14/2020	12/31/2020
Marketing Platform Install	11/14/2020	12/31/2020
Event Support	1/1/2021	1/30/2021
Marketing Platform Help Desk Support	1/1/2021	12/31/2025

**2.4 Customer Responsibilities**

Customer acknowledges and agrees that its failure to perform its obligations detailed in this SOW or in a SOW Change Request, as applicable, may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, including any SLAs, in the event Customer fails to fulfill Customer's obligations. The following conditions must be met by Customer throughout the term of the SOW.

1. Customer will specifically identify and provide CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete this SOW or a SOW Change Request.
2. Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any CenturyLink equipment.
3. Customer will provide sufficient resources to perform Customer designated tasks as specified in the Scope section above including participation in all requirements, design, implementation, testing, content development, and knowledge transfer sessions.
4. The proposed equipment room locations shall be maintained to within temperature limits specified in Cisco® Engineering Specifications. The environmental conditions specified by Cisco® are generally 50-95 degrees F, and 10% - 85% relative humidity,

non-condensing. Room temperature (68-75 degrees) is preferred. Customer is responsible to provide air cooling or air conditioning equipment as required. Should Customer direct operation of the system in an environment which does not comply with these stated conditions, CenturyLink will not be liable for equipment defects and will bill the Customer on a mutually agreed basis for any subsequent repairs required as a result of deviating conditions.

5. The equipment room environments should be dry, clean, and well-ventilated without excessive airborne contaminants (dust).
6. Provide physical access to equipment room or other area(s) where equipment is racked as needed for implementation of the services in this agreement.

### Out of Scope

This Statement of Work specifically does **not** include, without limitation:

- Telecommunications conduit, pathways and/or cable trays;
- Broadcast Video, CATV, intra-building CATV, ENG Video, Sound Reinforcement, Paging, Security, HVAC Control, Building Management, Life Safety, POS systems or Electrical wiring.
- Computers, printers and/or applications other than those needed for the converged network, unified communications, wireless LAN and other applications specified in this document.
- Application, file, print and RADIUS servers.
- PCI certification/compliance – it will be the responsibility of the Customer (Customer) to obtain PCI Certification/compliance.
- KVM Switches
- Mobile network enabled carts
- Network Management and Monitoring Software
- Out of Band Management
- IP Telephony equipment
- DAS equipment
- NVR and VMS configuration for Security Cameras
- Installation of access control panels and configuration of the access control system
- Installation and Configuration of Customer provided switches
- 110v power connections in MDF and IDFs

### 2.5 Assumptions

1. Other CenturyLink resources (including but not limited to subcontractors to the extent pre-approved by Customer) will be utilized, as needed, to provide a full scope of technical expertise.
2. No equipment is included in the Description of Work and will be provided under separate agreements.
3. If the Project or Staffing engagement for the Services extend beyond the timeline specified in in this SOW due to delays caused by parties other than CenturyLink or its subcontractors, additional charges may apply and CenturyLink's ability to provide the Services and perform the Tasks herein may be affected.
4. Requests for CenturyLink Resource or tasks beyond those set forth in the Description of Work require written approval by Customer and acceptance by the CenturyLink in the form of a SOW Change Request.
5. CenturyLink is not responsible for the performance or quality of Customer's third-party vendors.
6. CenturyLink Resources will commence the Services no later than 7 business days after the start of the Project.
7. Each CenturyLink Resource will only perform tasks commensurate with the CenturyLink Resource's skill set.
8. The CenturyLink Resources will complete the IT Services in a professional and competent manner.
9. The CenturyLink Resources performing the Services will be individuals with experience and knowledge required to perform the Services. CenturyLink will make reasonable efforts to honor Customer requests for specific resources.
10. Unless specified in this SOW, all Services are delivered during local Business Hours which is defined as Monday to Friday from 08:00 to 17:00, excluding locally observed holidays. Customer authorizes CenturyLink to bill and Customer agrees to pay any time worked beyond the time specified in Section 3 as requested by Customer, including but not limited to requests to continue work outside of Business Hours ("Out of Business Hours") that are submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request before commencing any work in excess of the estimated number of days included in this SOW or carry out any work Out of Business Hours. Any requests by Customer to work on other engagements are subject to Customer and CenturyLink executing a new statement of work.
11. CenturyLink will verify all conditions on the job site applicable to this work. During the installation process, CenturyLink will take reasonable precautions to ensure staged equipment is secured and safe from theft. Rooms containing installed equipment will be properly secured by CenturyLink or Customer as mutually agreed

### 3. PRICING & TERM

#### 3.1 Services Fees

Customer agrees to pay the charges set forth in this SOW as invoiced by CenturyLink within 30 days of invoice receipt.

Customer agrees to pay the flat rated fees associated with the CenturyLink Resources identified within this SOW. If Customer submits a request to CenturyLink via electronic mail to continue the Projects for the Services beyond the agreed upon estimated number of hours or days, CenturyLink and CenturyLink Resources will not be required to provide the Services in the absence of Customer's written authorization to pay. CenturyLink reserves the right to require the execution of a SOW Change Request as set forth below.

**Services performed pursuant to this SOW are provided on a strictly fixed price, whole Project basis. The prices for each task are good faith estimates and for informational purposes only and are based upon known and assumed conditions and timelines set forth in this SOW. Variation may be needed due to unexpected conditions that change the assumptions and timelines, including but not limited to availability of the CenturyLink Resources; timeliness of required data, feedback and approvals (if any); and access to systems.**

Deliverable Name	Item Price	Item Count	Total Price
Task 1 – Project plan & schedule	Included below	1	Included below
Task 2 – Project Management	\$15,000	1	\$15,000
Task 3 – IT Infrastructure and Cabling	\$197,154	1	\$197,154
Task 4 – LAN/Firewall Installation	\$44,772	1	\$44,772
Task 5 – Wireless LAN Installation	\$152,908	1	\$152,908
Task 6 – Security Camera Installation	\$134,031	1	\$134,031
Task 7 – Marketing Platform Installation	\$18,293	1	\$18,293
Task 8 – Event Support	\$11,714	1	\$11,714
Task 9 – Marketing Platform Help Desk Support	\$73,171	1	\$73,171
<b>GRAND TOTAL</b>	<b>\$647,043</b>		<b>\$647,043</b>

#### 3.2 Term

This SOW will begin upon the Commencement Date of the Project or Staffing engagement and remain in effect until the latter of (a) the End Date of the Project or Staffing engagement or (b) the Project or Staffing engagement to be performed by the last assigned CenturyLink Resource is completed (the "Service Term") or (c) the Project or Staffing engagement is terminated in accordance with this SOW.

#### 3.3 Expenses

No additional expense charges will be assessed under this SOW.

#### 3.4 Any pricing quoted within this document is valid until 9/15/2020

#### 3.5 Cancellation and Termination Charges.

If Customer terminates this SOW or an associated SOW Change Request for convenience, Customer must provide CenturyLink with at least thirty (30) days' written notice. Customer will (a) continue to pay the charges associated with the CenturyLink Resource(s) during the notice period, (b) pay any charges accrued but unpaid as of the termination date; and (c) pay any out-of-pocket costs incurred by or imposed upon CenturyLink.

If the Non-Recurring Services ("NRCs") in this SOW or a part thereof are terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the IT Services hereunder, then Customer shall be liable for: (a) an early termination charge equal to 100% of the NRC for any Tasks not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).

### 4. ACCEPTANCE/SLA/TERMINATION

Where Customer becomes reasonably dissatisfied with the performance of a CenturyLink Resource and provides written notice, CenturyLink will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the CenturyLink



Resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. Customer may terminate for cause any CenturyLink Resource Customer reasonably finds to be unsuitable during the applicable IT Services term, at no charge other than for services rendered, upon providing written notice to CenturyLink. If prior to the conclusion of the Service Term, Customer terminates a CenturyLink Resource for convenience or a CenturyLink Resource resigns or fails to commence the Services, CenturyLink will have 15 days from the date of notice (from Customer for termination, from the resignation, or from the start date for a "no-show") to provide a suitable replacement before Customer may seek an alternative from another source.

For the IT Services, Customer has 10 days after completion of a Task or milestone as applicable (or each recurring portion thereof) to notify CenturyLink of any deficiency regarding such Task or milestone. Written notice will describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. All Tasks or milestones are deemed accepted unless Customer provides CenturyLink with notice to the contrary within this 10 day period. Where CenturyLink receives timely notice of a deficiency, CenturyLink will use commercially reasonable efforts to remedy the deficiency. If no such remedy is practicable or if CenturyLink is unable to remedy after using commercially reasonable efforts to do so, in CenturyLink's discretion, Customer will be entitled to a credit equal to the fees paid for the affected Task or milestone. The foregoing remedies do not apply if a deficiency is due to: (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) Customer fails to fulfill Customer Responsibilities as detailed in this SOW; (c) the failure of equipment, applications or systems not owned or controlled by CenturyLink; or (d) force majeure event.

The remedies set forth in this Section are Customer's sole and exclusive remedy regarding the Services.

At the completion of the Services, Customer will sign the Completion Form attached as Appendix A.

## **5. CONTROLS**

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### **5.1 Status Reports**

The Primary Contacts will attend periodic status meetings to discuss progress, or designate the appropriate personnel to conduct such review, and address any other issues that arise during the Service Term. The Primary Contacts will also identify all resources needed to make decisions on its behalf in a timely fashion.

### **5.2 Change Control**

Either party may, at any time, request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail each of the following:

- Summary of the requested change;
- Why the change is needed;
- When the change is needed; and
- Modifications to pricing, schedule, and terms and conditions.

For Customer requested changes, CenturyLink will evaluate the SOW Change Request, considering the feasibility of the change and impact on other Service components. Whether changes are requested by Customer or CenturyLink, CenturyLink will prepare a SOW Change Request documenting the revisions to the SOW. Changes to the SOW become effective when the SOW Change Request is accepted in writing by Customer and CenturyLink. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW.

While performing the Services, if CenturyLink encounters (a) any concealed or unknown conditions, (b) a Customer Responsibility contained in this SOW that is not met or (c) a delay caused by Customer, then the scope, schedule or fees may be adjusted as necessary by execution of a SOW Change Request by the parties. If the parties cannot agree to the SOW Change Request, CenturyLink will not be obligated to deliver the affected Services.

## **6. LIMITATIONS OF LIABILITY**

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Notwithstanding any cap on damages set forth in the underlying Agreement or in the applicable Service Attachment, the parties agree that each party's total aggregate liability arising from or related to this SOW will be limited to the total charges paid or payable under this SOW. In the event of a conflict between this provision and the underlying Agreement or applicable Service Attachment, this provision will prevail.

Notwithstanding anything to the contrary, the parties expressly agree that nothing in this SOW will convey, be construed to convey, or otherwise transfer any intellectual property or other proprietary rights held by CenturyLink, its vendors or licensors.

CenturyLink is not responsible for any loss or corruption of data or information. CenturyLink's obligations related to data are exclusively governed by the applicable security and compliance terms and conditions in the Agreement unless otherwise set forth in this SOW. CenturyLink makes no representation, warranty, or guarantee that any Task performed under this SOW comply with or satisfy any applicable governmental or industry data security standard. If such Tasks include security services provided by CenturyLink, Customer acknowledges that CenturyLink may not identify all possible incidents or vulnerabilities and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents or vulnerabilities. If CenturyLink provides an assessment, certification, report, or similar material to Customer, such material is developed in good faith as to its accuracy at the time of inspection or review by CenturyLink and provided AS IS.

HIPAA. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including Customer contact information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for such purposes.

**Non-solicitation.** Until twelve months after the IT Services term of the applicable Service Attachment, each party will not directly or indirectly Solicit an Assigned Resource either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. "Solicit" means any intentional contacts with the Assigned Resource, regardless of who (*i.e.*, the party to this Agreement or the Assigned Resource) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Resource" means an employee, consultant or contractor of the other party assigned by CenturyLink to perform the IT Services or by Customer to directly manage the IT Services.



**8 AUTHORIZATION**

This SOW will not become effective until CenturyLink and Customer have executed the Agreement and the applicable Service Attachments. This SOW is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

**Customer: City of West Des Moines, IA**

**CenturyLink Communications, LLC**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**APPENDIX A**

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**Services Completion Form**

Please sign below to confirm your acceptance that CenturyLink has completed the Services (or milestones for the Services, if applicable) in accordance with the SOW for Customer dated \_\_\_\_\_.

**COMPLETION DATE** \_\_\_\_\_

**Acknowledged & Agreed**

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**CUSTOMER NAME AND ADDRESS**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



**Customer:** City of West Des Moines  
**Quote #:** 56041810  
**Project Name:** City of West Des Moines Smart Solution RecPlex City Arena  
**Created On:** 8/12/2020  
**Expiration Date:** 10/11/2020  
**Account Manager:** CR49  
**Sales Engineer:** Gary Johansen  
**Customer Notes:**

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
<b>LOCATION: Main Site</b>					
<b>Materials</b>					
CAB-SPWR-150CM	Cisco Power Interconnect Cord - For Network Switch - 120 V AC, 230 V AC - 4.92 ft Cord Length - United Kingdom 150CM	\$ 30.69	1	\$ 30.69	
C9300-NM-8X	Cisco Catalyst 9300 8 x 10GE Network Module - For Data Networking - 8 10GBase-X Network - Twisted Pair10 Gigabit Ethernet - 10GBase-X MODULE PER CISCO NOT ORDERABLE 7/20	\$ 782.73	1	\$ 782.73	
PWR-C6-1KWAC/2	Cisco Redundant Power Supply - Plug-in Module - 1000 W SECONDARY POWER	\$ 580.05	13	\$ 7,540.65	
AIR-ANT2547VG-N=	Cisco Aironet Dual-Band Omnidirectional Antenna - Range - VHF, UHF - 2.40 GHz, 5.15 GHz to 2.48 GHz, 5.88 GHz - 7 dBi - Wireless Data Network, OutdoorOmni-directional BAND OMNI ANT GRAY N CONN	\$ 125.52	20	\$ 2,510.40	
AIR-AP3802P-B-K9	Cisco Aironet 3802P IEEE 802.11ac 5.20 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 2 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet PRO EXT ANT MGIG B	\$ 581.67	22	\$ 12,796.74	
C9300-DNA-E-24S-3Y	Cisco Digital Network Architecture Essentials - Term License - 1 Switch (24 Fiber Ports) - 3 Year 24PORT FIBER	\$ 187.25	1	\$ 187.25	
SFP-10G-LRM=	Cisco SFP-10G-LRM SFP+ Transceiver - 10	\$ 362.73	18	\$ 6,529.14	
AIR-AP1562E-B-K9	Cisco Aironet 1562E IEEE 802.11ac 1.30 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - Gigabit Ethernet AP EXTERNAL ANT B REG DOM	\$ 614.66	20	\$ 12,293.20	

AIR-ACC1560-PMK1=	Cisco Pole Mount for Wireless Access Point MOUNT KIT W/POWER ADPATER MOUNT	\$ 50.93	20	\$ 1,018.60	
C9200-DNA-E-48-3Y	Cisco Digital Network Architecture Essentials for Catalyst 9200 - Term License - 48 Port - 3 Year 3YR TERM LICS	\$ 343.79	13	\$ 4,469.27	
LIC-MX450-SEC-5YR	Meraki Advanced Security License and Support with 5 Years Support - MX450 Cloud Managed - Security Appliance - Subscription License 1 Security Appliance - 5 Year License Validation Period LICS & SUP 5YR	\$ 18,417.18	1	\$ 18,417.18	
C9200-NM-4X	Cisco 4 x 1G/10G Network Module - For Data Networking10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots	\$ 613.91	7	\$ 4,297.37	
C9200-STACK-KIT	Cisco C9200 Stack Kit Spare MODULE	\$ 402.81	11	\$ 4,430.91	
PWR-C1-715WAC-P/2	Cisco Power Supply - 715 W SECONDARY PWR SUP	\$ 383.69	1	\$ 383.69	
C9300-24S-E	Cisco Catalyst 9300 24-port Modular Uplinks 1G SFP, Network Advantage - Manageable - 3 Layer Supported - Modular - Optical Fiber - 1U High - Rack-mountable MODULAR UPLINK SWITCH	\$ 6,565.73	1	\$ 6,565.73	
LIC-C9800L-PERF	C9800 SERIES WRLS CTLR UPG LICS	\$ 3,069.53	1	\$ 3,069.53	
AIR-CAB005LL-R-N	Cisco RP-TNC/N-Type Antenna Cable - 5 ft N-Type/RP-TNC Antenna Cable for Antenna - RP-TNC Antenna - N-Type Antenna AND N-TYPE CONNECTORS	\$ 36.53	132	\$ 4,821.96	
AIR-AP3802I-B-K9	Cisco Aironet 3802I IEEE 802.11ac 5.20 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet INT ANT MGIG B DOMAIN	\$ 586.76	83	\$ 48,701.08	
AIR-PWRINJ6=	Cisco Power over Ethernet Injector - PoE Input Port(s) - Gigabit Ethernet Output Port(s) AIRONET ACCESS POINTS	\$ 54.00	1	\$ 54.00	
AIR-PWRADPT-RGD1=	Cisco Power Adapter for AP1530/1560 Series, No AC Connector - 120 V AC, 230 V AC Input SERIES NO AC CONNECTOR	\$ 97.87	20	\$ 1,957.40	
MX450-HW	Meraki MX 450 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T, 10GBase-X, 1000Base-X - Gigabit Ethernet - 8 x RJ-45 - 18 Total Expansion Slots - 1U - Rack-mountable MANAGED SEC APPLIANCE	\$ 6,137.52	1	\$ 6,137.52	

C9200-48P-E	Cisco Catalyst C9200-48P Layer 3 Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair - Lifetime Limited Warranty NTWRK ESSEN	\$ 1,985.99	13	\$ 25,817.87	
C9800-L-C-K9	Cisco Catalyst 9800-L 802.11ax Wireless LAN Controller - 2.40 GHz, 5 GHz - 6 x Network (RJ-45) - 2.5 Gigabit Ethernet, 10 Gigabit Ethernet - Rack-mountable COPPER UPLINK	\$ 3,069.53	1	\$ 3,069.53	
GLC-LH-SMD=	Cisco SFP (mini-GBIC) Module - 1 1000BLX/LH MMF/SMF 1310NM DOM	\$ 314.89	24	\$ 7,557.36	
STACK-T1-3M	Cisco Stackwise-480 3 m Stacking Cable Spare - 9.84 ft Network Cable for Network Device	\$ 92.08	1	\$ 92.08	
AIR-ANT2513P4M-N=	Cisco Aironet Four-Port Dual-Band Polarization-Diverse Antenna - Range - UHF, SHF - 2.40 GHz, 5.15 GHz to 2.50 GHz, 5.93 GHz - 13 dBi - Wireless Data Network, OutdoorWall/Ceiling/Pole/Mast - Directional ANTENNA 4PORT	\$ 506.16	33	\$ 16,703.28	
C9800L-RMNT	Cisco Mounting Tray for Wireless Controller	\$ 69.07	1	\$ 69.07	
DNA-E-PROMO-3Y Support	3YR TERM LICs AIRONET CISCO PROMO DNA ESSEN	\$ 23.02	128	\$ 2,946.56	
CON-SSSNT-AIRBAP15	Cisco SMARTnet Solution Support Extended Service - Service - 8 x 5 Next Business Day - Exchange - Parts - Physical, Electronic Service 802.11AC W2 LOWPROF OUTDOOR AP EXTD	\$ 140.05	10	\$ 1,400.50	36
CON-SSSNT-C92048PE	Cisco SMARTnet Solution Support - Service - 8 x 5 Next Business Day - Technical - Physical, Electronic Service CATALYST 9200 48PORT POE+ NTWK ESSN	\$ 493.83	39	\$ 19,259.37	36
CON-SSSNT-C9800LCL	Cisco Solution Support Extended Service - Service - 8 x 5 Next Business Day - Exchange - Parts CATALYST 9800-L WRLS CTRL	\$ 1,581.93	3	\$ 4,745.79	36
CON-SSSNT-C930024E		\$ 1,770.72	3	\$ 5,312.16	36
<b>Shipping and Handling</b>					
Shipping & Handling	Shipping & Handling	\$ 4,320.02	1	\$ 4,320.02	
				<b>Materials Total</b>	<b>\$203,250.79</b>
				<b>Support Services Total</b>	<b>\$30,717.82</b>
				<b>Shipping and Handling Total</b>	<b>\$4,320.02</b>
				<b>Grand Total Price to Customer</b>	<b>\$238,288.63</b>

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Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

CenturyLink Representative: \_\_\_\_\_

CenturyLink Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Customer Name:** City of West Des Moines  
**Quote #:** 1  
**Project Name:** RECPLEX Build-Out  
**Created On:** 8/3/2020  
**Expiration Date:** 8/30/2020  
**Account Manager:** Dan Wilcox  
**Sales Engineer:** Gary Johansen  
**Customer Notes:** Labor to be provided in separate SOW



Manufacturer	Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
<b>LOCATION: Main Site</b>						
<b>Materials</b>						
Green Zebra	FiBoxPro Captive 15000	Sport Center Size 5000 8 GE Ports/64 GB RAM/RPSU, 25,000 Devices per unit Cabinet space 2u's <u>SSD Data storage required</u>	\$ 27,777.00	1	\$ 27,777.00	
Green Zebra	GZIT e MFG Extended Warranty	Gateway Appliance includes standard 5 yr Warranty Extended Warranty includes 72 hour Replacement	\$ 11,112.00	1	\$ 11,112.00	60
Green Zebra	Captive Portal SAAS Software License -Sports Center	No licensing fee per access point 5 year Term GZ lite - Software Updates & <u>Upgrades included</u>	\$ 11,111.00	1	\$ 11,111.00	60
Green Zebra	Cloud Portal Access Required	Gateway Cloud Monetization Portal <u>required</u>	\$ 13,333.00	1	\$ 13,333.00	
<b>Shipping and Handling</b>						
Shipping & Handling		Shipping & Handling	included	1	included	
<b>Materials Total</b>					<b>\$63,333.00</b>	
<b>Shipping</b>					<b>included</b>	
<b>Grand Total Price to Customer</b>					<b>\$63,333.00</b>	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote sets forth the terms and conditions for purchase between Customer and CenturyLink. The CenturyLink affiliate providing the Service will be identified in the invoice. This quote is effective upon the last date signed below ("Effective Date") and incorporates by reference and is subject to the CenturyLink Master Service Agreement or other service agreement, inclusive of the CenturyLink Select Advantage Service Exhibit executed between the parties ("Agreement"), or the then current standard CenturyLink Master Service Agreement and the CenturyLink Select Advantage Service Exhibit, if no Agreement has been executed as of the effective date of this quote; copies of which are available upon request. Capitalized terms not defined in this quote are defined in the Agreement.

Customer Representative:

\_\_\_\_\_

Customer Signature:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

CenturyLink Representative:

\_\_\_\_\_

CenturyLink Signature:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

Date:

\_\_\_\_\_





**Customer Name:** City of West Des Moines  
**Quote #:** 1  
**Project Name:** RECPLEX Build-Out  
**Created On:** 7/29/2020  
**Expiration Date:** 8/30/2020  
**Account Manager:** Dan Wilcox  
**Sales Engineer:** Gary Johansen  
**Customer Notes:** Labor to be provided in separate SOW



Manufacturer	Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
<b>LOCATION: Main Site</b>						
<b>Materials</b>						
AXIS	M3205LVE	M3205LVE/1080P/VNDM/3M/IR/IP66	\$ 650.54	34	\$ 22,118.36	
AXIS	AXIS P3717-PLC 8MP	360 MULTI DIRECTIONAL	\$ 2,107.25	23	\$ 48,466.75	
AXIS	Misc	AXIS PENDANT KIT	\$ 92.50	57	\$ 5,272.50	
AXIS	Misc	CAMERA WALL MOUNTS	\$ 181.00	57	\$ 10,317.00	
AXIS	Misc	MISC EQUIPMENT	\$ 1,750.00	1	\$ 1,750.00	
<b>Shipping and Handling</b>						
Shipping & Handling		Shipping & Handling	included	1	included	
<b>Materials Total</b>					<b>\$87,924.61</b>	
<b>Shipping</b>					<b>included</b>	
<b>Grand Total Price to Customer</b>					<b>\$87,924.61</b>	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote sets forth the terms and conditions for purchase between Customer and CenturyLink. The CenturyLink affiliate providing the Service will be identified in the invoice. This quote is effective upon the last date signed below ("Effective Date") and incorporates by reference and is subject to the CenturyLink Master Service Agreement or other service agreement, inclusive of the CenturyLink Select Advantage Service Exhibit executed between the parties ("Agreement"), or the then current standard CenturyLink Master Service Agreement and the CenturyLink Select Advantage Service Exhibit, if no Agreement has been executed as of the effective date of this quote; copies of which are available upon request. Capitalized terms not defined in this quote are defined in the Agreement.

Customer Representative: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

CenturyLink Representative: \_\_\_\_\_

CenturyLink Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_





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

**DATE:** September 21, 2020

**ITEM:** Motion – Approval of Agreement – RecPlex WiFi Media Solution – Green Zebra Media Corp.

**FINANCIAL IMPACT:** Guaranteed revenue of \$94,000 annually over the 5-year term of the agreement for total revenue of \$470,000. There is no expense to the City for any services provided as part of this agreement. Expenses related to equipment required to support monetization of the WiFi system are included in an agreement with Century Link in the amount of \$63,333.00. The revenue from Green Zebra will offset equipment expense along with other technology costs.

**BACKGROUND:** In September 2019, the City of West Des Moines issued a Request for Information (RFI) for the coordination, collaboration and/or partnership between the City and private sector entities for technological innovation at the MidAmerican Energy Company RecPlex. The RFI requested the following information:

- Cover Letter
- Business Structure
- Summary of Technical Approach
- Summary of Operational Approach
- Schedule
- Date Privacy, Security and Ownership
- Financing and Funding
- Experience

Proposals were due on October 1, 2019 and the City received two proposals. The two proposals were received from CenturyLink Communications and Marco Technologies.

The intention of the RFI was to utilize the most up to date knowledge, marketing and revenue generating principles to maximize the technology offerings at the soon to open MidAmerican Energy Company RecPlex. The RFI requested the best practice means to generate revenue through technology and marketing principles. After reviewing the two RFI's, CenturyLink Communications along with their marketing partner, Green Zebra Media Corp., was determined to have the experience, service and support to offer the best solution to the City.


The CenturyLink Communications / Green Zebra Media Corp. proposal included a monetized sponsor management plan. The program includes Green Zebra's state of the art Wi-Fi media hardware and Wi-Fi manager software that enables the ability to monetize and scale wi-fi to any size event crowd. A Marketing and Sponsorship Dashboard will provide the visibility and reporting that will give the City the ability to better engage with facility users and report on the successes of the wi-fi marketing initiatives.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement with Green Zebra Media Corp.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F & A		
Date Reviewed	September 9, 2020		
Recommendation	<b>Yes</b>	No	Split





**VENUE WIFI MEDIA SOLUTION AGREEMENT**

This Venue WiFi Media Solution Agreement ("**Agreement**"), dated as of September 14, 2020, (the "**Effective Date**"), is by and between City of West Des Moines, IA (Sports Center - RecPlex), with offices located at 4200 Mills Civic Parkway West Des Moines, Iowa 50265-0320

("Venue Partner"), and Green Zebra Media Corp, a corporation of the State of Delaware with offices located at 3333 Michelson Dr., Irvine, CA 92603 ("**GZ**").

WHEREAS, GZ is a digital marketing and sponsor advertising agency that provides sponsorship, advertising, performance marketing and professional services for venue locations that have a Wi-Fi captive portal WiFi network ("**WiFi Media Solution Program**");

WHEREAS, Venue Partner is a City owned Sports Complex that organizes, manages events at venue locations;

WHEREAS, GZ desires certain exclusive advertising and marketing rights using the WiFi Media Solution Program from Venue Partner and Venue Partner wishes to grant to GZ such rights in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Exhibits.** The table below is a list of the Exhibits referenced throughout this Agreement.

Exhibit A	List of Assets (Venue Locations)
Exhibit B	Venue Managed Marketing Services
Exhibit C	Venue Partner OMNI Channel Marketing Campaign
Exhibit D	Fees and Venue Location Monetization Revenue Assessments
Exhibit E	Venue Location WiFi Network Requirements
Exhibit F	GZ Trademarks and Trademark Guidelines
Exhibit G	Venue Partner Trademarks and Trademark Guidelines

**2. Agency Appointment.**

(a) Agency Appointment. For the Term, Venue Partner hereby appoints GZ, and GZ hereby accepts such appointment, as the agency of record that will be Venue Partner's the sole provider of WiFi marketing, advertising, sponsorship sales, sponsor design and other related services through the WiFi Media Solution Program.

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(b) Exclusive Agency. Venue Partner represents, warrants, covenants, and agrees that: (i) GZ shall have the exclusive right to access and use the WiFi Media Solution Program; and (ii) Venue Partner shall not engage nor allow any agency, sponsor, brand or other third parties to have access and use of the WiFi Media Solution Program without prior written authorization from GZ.

### 3. GZ Performance Obligations.

(a) Venue Locations and Assets. GZ and Venue Partner shall mutually agree in writing to the venue locations (“**Venue Locations**”) that shall benefit from the WiFi Media Solution Program. Venue Partner and GZ shall (i) maintain and update a list of all Venue Locations attached hereto Exhibit A (“**List of Assets**”) and (ii) meet with GZ on a regular basis in accordance with Section 5 to keep the List of Assets current.

(b) Venue Managed Marketing Services. GZ shall use commercially reasonable efforts to manage the services described in Venue Managed Marketing Services Exhibit B using the WiFi Media Solution Program in accordance with the terms of this Agreement.

(c) Change Order Request and Professional Services.

(i) Change Order Request. In the event Venue Partner desires to add additional services that are within the scope of services described in the Venue Managed Marketing Services, the parties shall negotiate in good faith a change order request (“**Change Order Request**”). If the parties mutually agree to the Change Order Request, such signed request shall be incorporated in the applicable Exhibit B.

(ii) Professional Services. Subject to Section 3(c), GZ may perform services outside the scope of Exhibit B. Such services shall be performed on a time and materials basis pursuant to a separate professional services agreement. If Venue Partner desires such services, Venue Partner will provide a proposal and the professional services agreement related to the applicable Venue Location.

### 4. Venue Partner Performance Obligations.

(a) Venue Partner Services. For the Term, Venue Partner and each Venue Location shall use best efforts to establish the Venue Partner OMNI Channel Marketing Campaign described in the attached hereto Exhibit C, which may be amended from time to time (“**OMNI Channel Marketing Campaign**”) to promote and encourage Venue Partner’s locations (the “**Venue**”) and each Venue Location to use the OMNI Channel Marketing Campaign.

(b) GZ Advertisers. Before GZ enters into the advertising agreement (“**Advertising Agreement**”) with each an advertiser (“**Advertiser**”) that will have rights to advertise its brand, products or services through the WiFi Media Solution Program, Venue Partner shall have the right to accept such Advertiser which shall not be unreasonable withheld without a detailed written explanation. Venue Partner shall have three (3) days (“**Acceptance Period**”) from GZ’s written notification to accept or reject the proposed Advertiser. Venue Partner’s failure to reject the Advertiser before the end of the Acceptance Period shall be deemed acceptance by Venue Partner. For purposes of this Agreement, Venue Partner understands and agrees that any fees collected under the Advertiser Agreement shall be paid directly to GZ and Venue Partner shall not have any title or rights to such fees.

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(c) User Data and Compliance with Privacy Laws. All user data (including physical data) collected from Venue Partner (“**User Data**”) through the WiFi Media Solution Program shall be owned by Venue Partner. Such User Data shall be protected in accordance with Venue Partner’s website Privacy Policy [<https://www.wdm.iowa.gov/residents/privacy-policy>] (“**Privacy Policy**”). For purposes of this Agreement, it is understood by the parties that Venue Partner is the “data controller” and GZ is the “data processor” and each party shall comply with all applicable Laws including current privacy laws.

(d) Update Venue Partner WiFi Network Requirements. During the Term, Venue Partner shall use best efforts to (i) to manage, maintain and update the Venue Location WiFi Network Requirements attached hereto as Exhibit E (“**WiFi Network Requirements**”) and (ii) update such WiFi Network Requirements as recommended by GZ. Venue Partner’s failure to comply with this Section 4(d) is a material breach of this Agreement.

## 5. **Quarterly Reports and Meetings.**

(a) Contract Manager and Personnel. Each party shall: (i) appoint an employee to serve as the primary contact with respect to this Agreement who will have the authority to act on behalf of such party relating to matters pertaining to this Agreement (the “**Contract Manager**”). All persons employed by such party in connection with this Agreement shall be employees of such party or consultants or independent contractors retained by such party (“**Personnel**”).

(b) Quarterly Reports. Venue Partner shall provide quarterly venue written status reports that will include, but not be limited to, (i) a list of all Assets that will be installed on the Media Solution; (ii) a pipeline of other Assets that may be added to the WiFi Media Solution Program; (iii) a report of changes to wireless networking configurations, reduction or increase of Venue Locations (if requested by GZ); (iv) a detailed report that includes all User Data and (v) any other additional information reasonably requested by GZ.

(c) Quarterly/Monthly Meetings. Each party’s Contract Manager shall attend and shall cause any relevant Personnel to attend, in-person or telephonic quarterly meetings (or as often as needed) with the other party’s Contract Manager and Personnel to discuss the status of the Venue Locations, the quarterly report.

6. **Time of the Essence.** GZ and Venue Partner acknowledge that time is of the essence with respect to the performance obligations set forth in this Agreement. Each party acknowledges that prompt and timely performance of all such obligations is strictly required.

7. **Compliance.** Each party shall at all times comply with all applicable Laws (as defined below), including but not limited to, privacy and data security laws, that are applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement. Each party shall comply with digital marketing industry standards and self-regulatory guidelines and best practices in providing Services. For purposes of this Agreement, the term “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

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## 8. Fees; Payment Terms; and Taxes.

(a) Fees. In consideration of the rights granted to GZ in Section 2, GZ shall pay to Venue Partner the fees set forth in the applicable Exhibit D (“**Fees**”).

(b) Venue Location Revenue Assumptions. Venue Partner acknowledges that the Fees set forth in Section 8(a) are calculated by GZ based on the attached hereto Exhibit D, the Venue Location Monetization Revenue Assessment (“**Assessment**”). In the event that the Venue Location falls below the Assessment data, GZ shall, in its sole discretion, have the following options: (i) the Fees for such Venue Location shall be decreased to reflect the current Assessment; or (ii) Venue Partner may substitute a new Venue Location that has similar Venue Location Assessment to justify the Fees; or (iii) GZ shall have the right to terminate the services in Exhibit B and cancel such Venue Location Fees.

(c) Venue Partner Sponsor Engagement Fee. Venue Partner shall pay to GZ an upfront Sponsors Engagement fee (“**Sponsor Engagement Fee Waived**”) of \$60,000 for Venue Partner to commence a 90 to 120-day marketing Plan described in Exhibit B. Venue Partner shall pay the Sponsor Engagement Fee within three (3) days of the Effective Date.

(d) Payment Terms. Venue Partner shall issue [monthly] invoices for the Fees. GZ shall pay to Venue Partner all properly invoiced amounts received by GZ within 30 days after GZ's receipt of such invoice.

(e) Taxes. Venue Partner shall be responsible for any taxes imposed on, or with respect to, Venue Partner's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

## 9. Intellectual Property Ownership; Licenses.

(a) Intellectual Property. For purposes of this Section 9, the term, “**Intellectual Property**” means any intellectual property rights arising by virtue of or in relation to patent, copyright, database rights, rights in trademarks (registered or unregistered), applications for any of the foregoing, trade secret rights and know how, and any other intellectual property or proprietary rights arising under the laws of any jurisdiction.

(b) Venue Partner Ownership of Intellectual Property. Venue Partner and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Venue Partner Intellectual Property therein and User Data. This shall include all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

(c) Venue Partner License. Subject to and in accordance with the terms and conditions of this Agreement, Venue Partner grants to GZ a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable, license during the Term to use Venue Partner's Intellectual Property and User Data solely to the extent necessary for GZ to advertise and market on behalf of Venue Partner using the WiFi Media Solution Program. Venue Partner grants no other right or license to any Venue Partner Intellectual Property to GZ by implication, estoppel, or otherwise. GZ acknowledges that Venue Partner owns all right, title, and interest in, to and under the Venue Partner's Intellectual Property and shall not acquire any proprietary rights therein.

(d) Advertiser License. Subject to and in accordance with the terms and conditions of this Agreement, Venue Partner grants to Advertisers a limited, non-exclusive, royalty-free, non-transferable,

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and non-sublicensable, license during the Term to use User Data solely to the extent necessary for Advertiser to advertise and market on the WiFi Media Solution. Advertiser.

(e) GZ Ownership of Intellectual Property. GZ and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Intellectual Property therein. This shall include all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

(f) GZ License. Subject to and in accordance with the terms and conditions of this Agreement, GZ grants Venue Partner a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable, license during the Term to use GZ Intellectual Property solely to the extent necessary for Venue Partner to advertise and market on behalf of Venue Partner through the use of the WiFi Media Solution Program. GZ grants no other right or license to any GZ Intellectual Property to Venue Partner by implication, estoppel, or otherwise. Venue Partner acknowledges that GZ owns all right, title, and interest in, to and under the GZ's Intellectual Property and that Venue Partner shall not acquire any proprietary rights therein.

#### 10. Ownership of and License to Deliverables.

(a) Ownership Rights to the Deliverables. GZ is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all documents, work product, and other materials that are delivered to GZ hereunder by or on behalf of Venue Partner in connection with this Agreement or developed or created in the course of performing Services relating to the WiFi Media Solution Program, including all Intellectual Property therein (collectively, the "**Deliverables**"). Venue Partner acknowledges and will cause Venue Partner Personnel to agree that with respect to any copyrights in any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101. GZ shall own all right to any Deliverables and does not qualify as a "work made for hire".

(b) Assignment. Venue Partner hereby irrevocably assigns, and shall cause the Venue Partner Personnel to irrevocably assign to GZ, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables. The Venue Partner shall cause the Venue Partner Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Venue Partner Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. Upon the request of GZ, Venue Partner shall, and shall cause the Venue Partner Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist GZ to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Venue Partner Pre-Existing Materials. In the course of providing the Services, Venue Partner will be using certain pre-existing materials consisting of documents and materials of Venue Partner documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, in each case developed or acquired by Venue Partner prior to the commencement or independently of this Agreement (collectively, the "**Pre-Existing Materials**"). Venue Partner and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property therein. Venue Partner hereby grants GZ, its affiliates and Advertisers a perpetual, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use

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of the Deliverables for any and all purposes to the extent reasonably required in connection with GZ's receipt or use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Venue Partner.

(d) **Third Party Materials.** In the course of providing the services relating to Venue Partner's performance obligations set forth in this Agreement, Venue Partner may be using certain third-party materials consisting of documents, data, content, or specifications of third parties, and components or software including open source software set forth on Exhibit B hereto that are not proprietary to Venue Partner (collectively, the "**Third-Party Materials**"), GZ shall have a limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use the Third-Party Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables for any and all purposes to the extent reasonably required in connection with GZ's receipt or use of the Deliverables. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to GZ or any third party, any Venue Partner intellectual property rights in the Third-Party Materials, by implication, waiver, estoppel, or otherwise.

#### 11. **GZ Trademarks.**

(a) **GZ Trademark Licenses.** For the Term, GZ hereby grants Venue Partner, and Venue Partner hereby accepts, a limited non-exclusive, non-transferable, non-sublicensable right and license to use GZ Marks (as defined below) and GZ Event Materials (as defined below) solely as necessary to promote advertising and marketing through the WiFi Media Solution Program. "**GZ Marks**" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service related to trademarks identified in the attached hereto Exhibit F. "**GZ Event Materials**" means materials presented, distributed, or otherwise provided by GZ or any other person or entity at or in connection with Venue Locations.

#### 12. **Venue Partner Trademarks.**

(a) **Venue Partner Trademark Licenses.** Venue Partner hereby grants GZ, and GZ hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Venue Partner Marks (as defined below) and Venue Partner Event Materials (as defined below) solely as necessary for GZ to market and advertise on Venue Partner's behalf using the WiFi Media Solution Program. "**Venue Partner Marks**" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service related to trademarks identified in the attached hereto Exhibit G. "**Venue Partner Event Materials**" means materials presented, distributed, or otherwise provided by Venue Partner or any other person or entity at or in connection with Venue Locations.

(b) **Use of the Marks.** Each party shall use the other party's trademarks solely in accordance with the other party's trademark guidelines and quality control standards provided by such other party (in Exhibit F and Exhibit G) as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register, or attempt to register in any jurisdiction any trademark that is confusingly similar to or incorporates any of the other party's trademarks. All uses of a party's trademarks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its trademarks.

13. **Term.** The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect for a period of five (5)

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years from the Effective Date (“**Initial Term**”) (the Initial Term is the (“**Term**”), unless either party gives prior written notice to the other party at least 90 days prior to the then-current Term.

#### 14. Termination.

(a) Termination without Cause. GZ may terminate this Agreement without cause at any time upon at least thirty (30) days' prior written notice to Venue Partner.

(b) Termination with Cause. GZ may terminate this Agreement immediately upon written notice to Venue Partner if, in GZ's sole discretion, the value of the sponsorship association for GZ is materially diminished, or such association may cause GZ harm to its reputation, as a result of: (i) a material change in the Event, or venue location including a change in its timing, location, content, purpose, or target audience, including any change that is caused by or related to a Force Majeure; or (ii) Venue Partner's or any of its officers', directors', or employees' engaging in, or any of their or the Event's, becoming the subject of a regulatory or law enforcement inquiry or action alleging conduct that is unlawful, unethical, or otherwise harmful to the reputation of the Venue Partner or the Event.

(c) Termination by Either Party. Either party may terminate this Agreement, immediately upon written notice to the other party if:

(i) the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice thereof; or

(ii) the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Termination upon Expiration or Termination. On expiration or earlier termination of this Agreement:

(i) all licenses granted hereunder will also terminate and each party shall immediately cease using the other party's Marks and return to the other party such other party's Confidential Information;

(ii) the parties will be relieved of their respective further obligations under Sections 2, 3, 4, 5, and 8 of this Agreement; and

(iii) if GZ terminates this Agreement early pursuant to Sections 14(b) or 14(c), Venue Partner shall refund to GZ all prepaid Fees.

(e) Survival. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement:

#### 15. Representations and Warranties.

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(a) Mutual Representation and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Representations and Warranties to Comply with Privacy Laws. Each party represents and warrants to the other party that it shall comply with and ensure that all their Personnel and third parties comply with all current Laws, including privacy and data security laws.

(c) Warranty of Infringement. Each party further represents and warrants that the use of their trademarks 's without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

**16. No Other Representations or Warranties; Non-Reliance.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTIONS 2 AND 15, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF.

**17. Indemnification.**

Indemnification. Customer shall indemnify, defend and hold harmless Green Zebra and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to or arising out of or resulting from any claim of a third party or Green Zebra arising out of or occurring in connection with the Products purchased from Green Zebra or Customer's negligence, willful misconduct or breach of this Agreement. Customer shall not enter into any settlement without Green Zebra's or Indemnified Party's prior written consent.

(a) [GZ Indemnification Obligations. GZ shall defend, indemnify, and hold harmless Venue Partner, and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**Venue Partner Indemnified Party**"), from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or resulting from any third-party claim alleging:

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(i) material breach by GZ or its Personnel of any representation, warranty, covenant, or other obligations set forth in this Agreement;

(ii) gross negligence or more culpable act or omission of GZ or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; and

(iii) that any GZ Marks, GZ Event Materials or GZ Intellectual Property or Venue Partner's receipt or use thereof in accordance with the terms of this Agreement infringes any Intellectual Property of a third party arising under the laws of the United States.

(b) Venue Partner Indemnification Obligations. Venue Partner shall defend, indemnify, and hold harmless GZ, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**GZ Indemnified Party**"), from and against any and all Losses, arising out or resulting from any third-party claim alleging:

(i) material breach by Venue Partner or its Personnel of any obligations set forth in this Agreement;

(ii) gross negligence or more culpable act or omission of Venue Partner Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;

(iii) that any Venue Partner Marks, Venue Partner Event Materials or Venue Partner Intellectual Property or GZ's receipt or use thereof in accordance with the terms of this Agreement infringes any Intellectual Property of a third party arising under the laws of the United States.

(iv) that any of the Services or Deliverables or GZ's receipt or use thereof infringes any Intellectual Property of a third party arising under the laws of the United States.]

(c) Exceptions and Limitations on Indemnification.

(i) Notwithstanding anything to the contrary in this Agreement, neither Party is obligated to indemnify or defend the other Party or any of its Representatives against any Losses arising out of or resulting, in whole or in part,] from the other Party's:

(ii) willful, or reckless acts or omissions; or

(iii) bad faith failure to comply with any of its material obligations set forth in this Agreement.

(d) Indemnification Procedures. A party seeking indemnification under this Section 14 (the "**Indemnified Party**") shall give the Party from whom indemnification is sought (the "**Indemnifying Party**"): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and (b) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim. The Indemnifying Party shall have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a

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manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

(e) Exclusive Remedy. EXCEPT FOR THE EQUITABLE REMEDIES AVAILABLE TO THE PARTIES SET FORTH IN THIS SECTION 19, THIS SECTION 17 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY OF EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 17.

**18. Limitation of Liability.**

(a) Limitation of Liability. NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT WITH RESPECT TO THE PARTIES' LIABILITY FOR INDEMNIFICATION, OR LIABILITY FOR BREACH OF CONFIDENTIALITY OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Maximum Liability. EXCEPT WITH RESPECT TO THE PARTIES' LIABILITY FOR INDEMNIFICATION, OR LIABILITY FOR BREACH OF CONFIDENTIALITY OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**19. Confidentiality.**

(a) Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that a party considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, marketing and the terms of this Agreement, in each case to the extent it is disclosed by either party to the other party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the terms of this Agreement, and shall not be disclosed by either party without the prior written consent of Customer. With respect to each party, the terms of this Agreement are Confidential Information of the other party.

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(b) Use of Confidential Information. Each party (for purposes of this Section 19, the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (for purposes of this Section 19, the "**Receiving Party**"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party shall:

(i) not access or use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement;

(ii) not use the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit with respect to the Disclosing Party;

(iii) not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 19; and (C) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 19;

(iv) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(v) be responsible for ensuring its Representatives' compliance with and shall be liable for any breach by its Representatives of, this Section 19.

(c) Confidential Information Exceptions. Confidential Information does not include information that: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

**20. Force Majeure.** Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) epidemic or pandemic, (iii) flood, fire, or explosion; (iv) war, terrorism, invasion, riot, or other civil unrest; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (ix) national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the

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affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

**21. General.**

(a) Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(b) Press Release. GZ shall have the right to issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use Venue Partners Marks without the prior written consent of Venue Partner.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section 21(c):

If to  
GZ: Green Zebra Media Corp.  
25422 Trabuco Rd, Ste 105-275  
Lake Forest, CA 92630  
Facsimile: 949.482.1635  
Email: cole@greenzebra.net  
Attention: Coleman Smith, CEO

If to  
Venue  
Partner: MidAmerican Energy RecPlex/City of West Des Moines  
Facsimile: 515-222-3459  
Email: Shayne.Ratcliff@wdm.iowa.gov  
Attention: Shayne Ratcliff, RecPlex General Manager

Notices sent in accordance with this Section 21(c) will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

(d) Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(e) Entire Agreement. This Agreement, together with EXHIBITS A, B, C, D, E, F, G, H, exhibits and schedules, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings,

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agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) **Assignment.** Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, which consent such other party shall not unreasonably withhold, provided, however, that GZ may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Venue Partner's consent to the successor to all or substantially all of its business to which this Agreement relates. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Venue Partner (regardless of whether Venue Partner is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which GZ's prior written consent is required. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 21(f) is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) **Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(h) **Modifications; Waivers.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) **Enforceability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(j) **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or

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related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of California in each case located in the city of [Santa Ana/Newport Beach] and County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(k) Waiver to Trial by Jury. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(l) Prevailing Party. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

(m) Execution of this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[VENUE PARTNER NAME]

By \_\_\_\_\_

Name:

Title:

GREEN ZEBRA MEDIA CORP.

By WM Coleman Smith

Name: Coleman Smith

Title: CEO

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**GZ Wi-Fi Media Services**  
Monetization Master Service Agreement | 09-14-2020  
Green Zebra MSA Reference No. GZ-MSA-M0003

**SEE ATTACHED EXHIBITS**

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**EXHIBIT A**  
**LIST OF ASSETS**

Century Link Venue Partner Media Solution  
Agreement

This List of Assets Exhibit A ("**List of Assets**"), adopts and incorporates by reference the terms and conditions of the CenturyLink Venue Partner Media Solution Agreement ("**Agreement**"), which was entered into on \_\_\_\_\_, 2020, between CenturyLink and Venue Partner.

This List of Assets shall be amended from time to time as set for the Agreement and will remain in effect for the Term, unless earlier terminated in accordance with the Agreement.

Capitalized terms used but not defined in this List of Assets shall have the meanings set out in the Agreement.

1. Venue Locations.

Line Item	Venue Location	Statement of Work	Install Date	Go-Live Date
1	City of West Des Moines IA – RecPlex Sports Park	A-1	Unknown, 2020	Unknown, 2020
2		A-2		
3		A-3		

2. Other Specific Terms and Conditions.

Note 1: If the name of the venue location changes, Venue will provide written notification to Green Zebra and this agreement will carry forward with the new name.

Note 2: Installation Date is when the LAN and Wireless System will be fully operational.

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## EXHIBIT B

### VENUE LOCATION MANAGED ADVERTISING MARKETING SERVICES

This Venue Location Managed Advertising Marketing Services Exhibit B (“**Managed Marketing Services**”) incorporates by reference the terms and conditions of the Venue WiFi Media Solution Agreement, which was entered into on \_\_\_\_\_ 2020, between CTL and Venue Partner. Capitalized terms used but not defined in this Exhibit shall have the meanings set out in the Agreement.

#### 1. GZ WiFi Media Services.

- a. GZ and Venue Partner entered into the Agreement for GZ to provide certain monetization services to Venue Location, which, amongst other things, requires Advertiser advertising sales and marketing efforts of the WiFi Media Network Solution at such Venue Locations. In connection with the Agreement, GZ will provide advertising sales, marketing, services, creative, designs and on wifi landing page designs for sponsors and certain support levels to the Venue Locations regarding the Guest WiFi captive portal guest wifi pages, as described in greater detail below.
- b. GZ will provide the following GZ WiFi Media Services:
  - i. Advertising Sales Center.
    1. GZ maintains a “Advertising Sales and Support Center” located at ( Green Zebra Location)
    2. The Advertising Sales & Support Center will be open and will operate only during the hours of 8:00 AM and 5:00 PM pacific time.
    3. GZ’s Advertising Sales Representatives, Sponsor Sales Support(s), and Marketing, Creative and Design manager(s) and project managers will primarily work from the Advertising Sales Center.
    4. Except as otherwise provided in this GZ WiFi Media Services, GZ will provide all necessary hardware, software and cloud portals to operate the Venue Location from the Support Center.
    5. The Sales & Support Center will have a dedicated telephone number for use by GZ, Venue locations, and Advertisers.
  - ii. Advertising Sales Representatives. A “Advertising Sales Representative.” will:
    1. Provide on going venue location communication, marketing and relationships with sponsors and advertisers
    2. Provide sales support via phone and inperson to brand advertisers and Venue Locations for GZ Provided advertising services. If GZ sponsor advertisers, venue locations contacts the Advertising Sales Representative to a report a problem with the GZ Provided creative designs or brand sponsor, Advertising Sales Representative will attempt to assist with questions regarding brand sponsor or professional services to resolve issues. If the Advertising Sales Representative determines that the questions cannot be answered, Advertising Sales Representative will request for additional senior level support assistance.
    3. Identify problems, investigate causes, and recommend solutions.
    4. Maintain current knowledge of relevant sponsor advertng options as assigned.
    5. Participate in special projects as required.
    6. GZ does not require that Advertising Sales or Support personnel have the ability to read or speak any language other than English.
  - iii. Sales Support Representative. A “Sales Support Representative” will:
    1. Provide on going support for existing and new sponsor advertisers, venue locations and creative service.
    2. Provide sales support via phone to brand advertisers and Venue Locations for GZ to provide advertising services. If GZ sponsor advertisers, venue locations contacts the Sales support to a report a problem with the GZ Provided creative designs or brand sponsor, Sales Support Representative will attempt to assist with questions regarding brand sponsor or professional services to resolve issues. If the Sales Support Representative determines that the questions cannot be answered, sales support will request for additional senior level mangement assistance.
    3. Identify problems, investigate causes, and recommend solutions.
    4. Maintain current knowledge of venue location professional services as assigned.
    5. Participate in special projects as required.
    6. Monitor the WiFi Media captive portal software of venue Provided software solutions.

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7. GZ does not require that Sales Support Personnel have the ability to read or speak any language other than English.

iv. Marketing, Creative and Design Manager. A “Marketing, Creative and Design Manager (“**Project Manager**”) will:

1. Enter Venue location captive portal information once device and software has been installed to activate the GZ Provided Device and software in connection with the Venue captive portal Services and venue location GO LIVE dates.
2. Provide Marketing, Creative and Design support services via phone to brand advertisers and Venue Locations for GZ Provided advertising services. If GZ sponsor advertisers, venue locations contacts the Marketing, Creative and Design support to a report a problem with the GZ Provided creative designs or brand sponsor, Marketing, Creative and Design manager will attempt to assist with questions regarding brand sponsor or professional services to resolve issues. If the Marketing, Creative and Design manager determines that the questions cannot be answered, Marketing, Creative and Design manager will request for additional senior level management assistance.
3. Apply creative design techniques to identify problems, investigate causes, and recommend solutions.
4. Maintain current knowledge of relevant creative marketing design and professional services as assigned.
5. Participate in special projects as required.
6. Monitor, manage and provide designs and changes to the wifi captive portal software of venue location Provided software and Devices.
7. GZ does not require that Marketing, Creative and Design personnel have the ability to read or speak any language other than English.

v. Project Manager. A “**Project Manager**” will:

1. Work with Advertisers and venue locations during the first thirty (30) days of the project to develop the Knowledge Base, and onboarding and set up of training
2. Maintain status reports throughout the relationship with the Venue Location.
3. Provide ongoing support management with the Venue Partner team under this GZ WiFi Media Services.

2. Sponsor Advertising Assumptions. This Statement of Work is based upon the following assumptions:

- a. GZ will provide sponser advertising revenue.
- b. GZ Will make first Sponsor payment after 90 days when venue attendance is active as agreed to in assumptions.
- c. GZ will provide venue location with co Branded WIFI Creative captive portal. GZ WiFi Media Services to be determined.
- d. GZ will manage, design and upload sponsor creatives, designs and messaging for the venue location WIFI Media Network Solutions
- e. GZ will provide adequate data analytics reports and documentation generated by the WIFI Media Network Solutions at Venue Locations.
- f. GZ Venue Location OMNI & Multi-Channel Marketing Strategy and implemetation
- g. With respect to GZ provided CAPTIVE PORTAL software, including the cloud Dashboard:
  - i. The software includes all necessary functionality for Green Zebra to perform the services contemplated herein;
  - ii. GZM will provide complete and accurate documentation;
  - iii. The software will perform according to the provided documentation;
  - iv. The software is enabled on the device and accessed through a cloud dashboard ; and
  - v. Neither the software nor the use by the GZ of the software will infringe the patents, copyrights or other intellectual property rights of any third party.
- h. GZ will assign a primary contact to maintain the relationship between GZ and Venue partners.
- i. GZ will make timely management decisions, approvals, and acceptances and will provide such other information desired or required by GZ to perform the agreed upon activities.
- j. GZ will only perform services out of the Support Center. No travel is required under this GZ WiFi Media Services.

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- k. GZ will not be required to handle HIPAA, PII or any other sensitive data.
- l. GZ will have no responsibility for loss of, damage to, any data or the Equipment or have any responsibility to repair Equipment or recreate any lost data.
- m. In the event that any of the above assumptions are incorrect, GZ will have no liability for any damages or claims resulting from the GZ's inability or unwillingness to perform the Services.

**3. GZ Responsibilities.**

- a. Ensure that GZ is given access to all necessary information, including, but not limited to, Venue Management contact information and Venue locations, activation date for guest wifi captive portal services at Venue Locations, passwords, manuals, and all configuration information necessary to use the Dashboard.
- b. Designate one project representative who will be the single-point-of-contact and/or manager for the work performed by GZ. The project representative will ensure that he/she is available to answer questions from GZ Personnel and the Project Manager.
- c. Provide an appropriate level of management for this GZ WiFi Media Services and act on GZ's recommendations made in connection with this GZ WiFi Media Services.
- d. Ensure that information provided by GZ to Venue Management is accurate, complete, and timely and contains no omissions or errors.
- e. Provide checklists, schedules, contact information, and other information required by GZ to perform the agreed upon Services.
- f. Communicate any issues or changes to the Services at least 30 days in advance of the requirement that GZ implementation such change or address such issue.

**4. Venue Partner Sponsor Engagement Fee. Sponsor advertising Creative Design and Marketing Upfront Fee \$60,000 WAIVED**

Getting Started takes approximately 120 days to finalise initial venue location Advertisers & Sponsors.  
Pre-marketing and sales support services to complete advertising approvals.  
Promotional media deck (research, design and implementation, and marketing)  
GZ and Venue Partner may negotiate via an amendment to this GZ WiFi Media Services Venue Location marketing and advertising services under a separate GZ WiFi Media Services or separate Professional Services agreement.

**5. Service Level Agreement. See Attached Service Level Agreement.**

**Details To Be Determined with Venue Partner**



## **Service Level Agreement**

### **Guest Wifi Captive Portal Desk Help Technical Support Services**

#### **Guest Wifi Captive Portal Service Management**

- Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on captive portal platform access and support, monitoring of in-scope services and related components.
- Venue marketing creative or design services would be out of the of scope for Desk help software support services.
- Venue marketing, creative and design campaign services are required under separate Professional Services venue agreement.
- Captive portal, guest wifi and WIFI ad network APPLICATIONS included, No other API intergrations required

#### **Guest Wifi Captive Portal Service Availability**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 9:00 A.M. to 9:00 P.M. PST Monday - Friday
- Calls received out of office hours will be forwarded and best efforts will be made to answer / take action for the call, however there will be a backup answer
- Email & phone support: Monitored 9:00 A.M. to 9:00 P.M. PST Monday - Friday
- Emails received outside of office hours will be collected, however no action will be guaranteed until the next working day.
- Onsite assistance guaranteed within 72 hours during the business week.

#### **Guest Wifi Captive Portal Service Requests**

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or support requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as High priority.
- Within 48 hours for issues classified as Medium priority.
- Within 72 working days for issues classified as Low priority.
- Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

#### **Guest Wifi Captive Portal Service Level 1 & 2 support tickets**

- Remote 24/7 monitoring.
- Provide monthly on-going Wi-Fi captive portal support/ email, phone, and service support



**EXHIBIT C**

**VENUE PARTNER OMNI CHANNEL MARKETING CAMPAIGN**

This Venue Partner OMNI Channel Marketing Exhibit C (“**OMNI Channel Marketing Campaign**”) incorporates by reference the terms and conditions of the Venue Partner Wi-Fi Media Solution Agreement (“**Agreement**”), which was entered into on \_\_\_\_\_, 2020, between GZ and Venue Partner.

**Venue Location OMNI & Multi-Channel Marketing Strategy** – To drive WIFI user engagement and User experience while attending the venue location.

**OMNI Channel Marketing definition** is intended for the venue partner to create marketing directed at to customers to create a WIFI user engagement strategy inside and outside of the venue location, with each **channel** adapting around the customer's behavior.

**Multi-Channel Marketing definition** is where the brand is at the center of the strategy, with one message that communicated to each channel.

Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

1. Omni and Multi-Channel Marketing Campaigns. Venue Partner shall commit resources at its cost to market the WIFI Media Network Solution to comply with the terms of the Agreement.
2. Specifications. The table below represents the tasks that Venue Partner will commit to on a regular basis.

Line Item	Example Tasks (Below are examples and we need to talk through and document a specific list agreed to between Green Zebra and Venue Owners Athletics Marketing Team)
1	Omni Monthly marketing campaigns to attracts guest Wi-Fi users to the venue location Wi-Fi Media Network Solution.
2	Provide a sponsor no call list or an approved Sponsor call list
3	Promotes venue location public Wi-Fi captive portal guest Wi-Fi platform
5	Provides ongoing venue data analytics, venue demographic profiles, and audience sizes that can be expected daily, per event or annually
6	Provides addition media assets when venue location attendance is less than expected
7	Joint PR venue Green Zebra Wi-Fi technology announcement

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8	Advertising sales support and approvals to validate relationship
9	Provide a list of additional sponsor assets to build brand advertising value over and above WiFi assumptions.
10	PA Event announcement to create WIFI event user engagement
11	Social Media, Website, Email Marketing
12	Pay per view Broadcast cameras
13	Twelve (12) digital signage locations throughout facility
14	Twenty (20) physical signage locations throughout facility

3. [Other Specific Terms and Conditions. [SPECIFIC TERMS AND CONDITIONS].]

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**EXHIBIT D**

**Fees and Venue Location Monetization Revenue Assessment**

The fees by GZ (“Fees”) and Monetization Revenue Assessment Exhibit E (“Revenue Assumptions”) incorporates by reference the terms and conditions of the Venue Wi-Fi Media Solution Agreement (“Agreement”), which was entered into on September 14, 2020, between GZ and Venue Partner.

Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

1. Venue Location. City of West Des Moines IA (RecPlex- Sport Center)
2. Fees for Venue Location.
  - (a) Total Contract Value: \$470,000 over 5 Yrs.
  - (b) Table of Fees. The following Fees shall be paid to Venue Partner as follows:

Year	Annual Revenue Total	Monthly Payment	Date of 1 <sup>st</sup> payment (Go-Live Date)
2020	\$0.0*	\$0.0*	
2021	\$94,000	\$7,833.33	
2022	\$94,000	\$7,833.33	
2023	\$94,000	\$7,833.33	
2024	\$94,000	\$7,833.33	
2025	\$94,000	\$7,833.33	
<b>Totals</b>	<b>\$470,000</b>		<b>60 Months</b>

Note1: \* The Monetization numbers are dependent on the full venue being available for fans and visitors. If there are No Fans in seats or a reduced seating capacity for visitors, guests the venue shall work with Green Zebra to cover the costs for 2021.

Note 4: Additional City Venue Digital Marketing Services will be provided under a separate Professional Services Agreement.

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3. **Please Mail Monthly Invoices to: Green Zebra Media, Corp. Mailing address 25422 Trabuco Rd. Lake Forest CA 92630, or Email Invoices to [accounting@greenzebra.net](mailto:accounting@greenzebra.net) with the GZ-MSA - M0003 number included on all invoices.**

4. Venue Location Monetization Revenue Assessment.

(a) The monetization revenue assessment (“**Assessment**”) data table below is used by GZ to prepare marketing data analytics and digital marketing materials to prepare presentations for the Advertisers. The information in this assessment determines the Fees (set forth above) calculated before GZ enters into an Advertising Agreement with Advertiser. The information below allows GZ to assess visitor or user details and in This Assessment for the Venue Location will remain in effect for the Term, unless earlier terminated in accordance with the Agreement. formation of the Venue Location to create the monetized long-term revenue value.

(b) Venue Location Monetization Assessment Table

<b>Venue Location Assessment Information and Data</b>	<b>Answers Provided by Venue Location</b>
Date Completed by Venue Partner	
Covid- 19 Assumptions Jan 2021 thru August 2021 Limited or no monetization opportunities	Unknown
Anticipated Monetization Start Date	April 2021
Venue Type	Sports Plex
Venue Location Maximum Seating Capacity	5000
Number of Days (Events Per Year)	365
Date First Event Begins	Jan 2021
(Number of Days available to public)	365
Daily Venue Location Event Attendance (Previous Year)	1 million
Annual Venue Location Attendance (Previous year)	-0-
Annual Venue Location Visitor Attendance projected 2021	Unknown
Annual Venue Location Visitor Attendance projected 2022	500,000 ?
Annual Monetization Revenue (January 2021 – December 2025)	<b><u>\$470,000.00</u></b>

5. Amendments. GZ may amend this Exhibit from time-to-time through-out the Term

6. Other Specific Terms and Conditions. [SPECIFIC TERMS AND CONDITIONS].

Due to low attendance expectations in 2021, additional options may exist within the stadium to meet brand expectations. To be discussed with marketing team. Refer to Exhibit C Venue Partner OMNI Channel Marketing Campaign to drive advertiser brand value.

7. **Performance Bond** – Green Zebra if applicable a performance bond maybe used to secure partial or all venue payments annually; this is a case by case venue option based on venue location

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revenue performance history. These types of security bonds cover some or all of the future revenues on long term revenue contracts with partners. The bond issuer bases the bond value on the brand advertiser, deliverability, venue audience size assumptions, and how the venue partner engage their audience to drive brand awareness with Green Zebra. All these factors determine the Performance bond dollar value annually.

A performance bond, also known as a contract bond, is a surety bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a contractor. The term is also used to denote a collateral deposit of good faith money, intended to secure a futures contract

8.

GZ Options

- Green Zebra provides Pay per view model on game day.
- Year around Brand Sign Visibility

[SIGNATURE PAGE FOLLOWS]

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

GREEN ZEBRA MEDIA CORP.

By \_\_\_\_\_

Name: Coleman Smith

Title: CEO

[VENUE PARTNER]

City of West Des Moines, IA  
(Sports Center - RecPlex),

By \_\_\_\_\_

Name:

Title:

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

GREEN ZEBRA MEDIA CORP.

By \_\_\_\_\_

Name: Coleman Smith

Title: CE)

City

[VENUE PARTNER]

By \_\_\_\_\_

Name:

Title:

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## EXHIBIT E

### Venue Location Wi-Fi Network Requirements

This Venue Location Wi-Fi Network Requirements Exhibit E (“**Wi-Fi Network Requirements**”) incorporates by reference the terms and conditions of the Venue Wi-Fi Media Solution Agreement (“**Agreement**”), which was entered into on \_\_\_\_\_, 2020, between GZ and Venue Partner.

The Wi-Fi Network Requirements will remain in effect for the Term, unless earlier terminated in accordance with the Agreement.

Capitalized terms used but not defined in this Exhibit shall have the meanings set out in the Agreement.

1. Wi-Fi Network Requirements.

Line Item	Requirements	Completion Date
1	Wi-Fi - Internet Connectivity	
2	Wi-Fi Network with AX Access Point capabilities*	
3	Minimum 2GB download speeds per 20,000 users with the ability to burst to 10GB. **	
4	Wi-Fi Access Point Coverage for the entire Venue Location (Entrances / Concourses / Suites / Bowl / Concessions / VIP Areas).	
5	Provide Green Zebra with an Access Point Map for the Venue	
6	Green Zebra FiBox Pro Gateway Firewall Appliance	
7	Green Zebra Captive Portal / Guest Wi-Fi Platform	
8	Green Zebra Wi-Fi Advertising / Communication Platform	
9	Green Zebra Data Analytics Platform	
10	Venue IT Network Staff Support***	

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2. Amendments. GZ may amend this Exhibit from time-to-time through-out the Term.

3. Notes:

\*\*\* Venue IT Network Staff Support will be provided through the Customer Support Statement of Work – LAN / Wireless Support Services

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**EXHIBIT F**

**GREEN ZEBRA TRADEMARKS AND TRADEMARK GUIDELINES**

- 1. This Green Zebra Trademarks. [INSERT GREEN ZEBRA TRADEMARKS]



- 2. Trademark Guidelines.

Green Zebra’s trademarks, service marks and logos (“Trademarks”) represent intellectual property rights owned by Green Zebra and as such are valued assets of Green Zebra. These Trademarks, whether registered or unregistered, must be used in accordance with these Trademark Usage Guidelines (“Guidelines”).

Any unlicensed use by you of a Green Zebra Trademark must be authorized by applicable law without a license and requires proper acknowledgment and strict compliance with the below Guidelines. Any other use of a Green Zebra Trademark requires an appropriate license agreement. Requests for a trademark license may be submitted to support@GreenZebra.net By using any Green Zebra Trademarks, you are acknowledging that Green Zebra is the sole owner of the Trademarks and agreeing not to interfere with Green Zebra’s rights in the Trademarks, including challenging Green Zebra’s use, registration of, or application to register such Trademarks. You agree that you will not harm, misuse, or bring into disrepute any Green Zebra Trademarks and that the goodwill, if any, derived from your use of any Green Zebra Trademarks exclusively inures to the benefit of and belongs to Green Zebra. You may not use any Green Zebra Trademarks in metatags, search fields, hidden text, or any other form that has the purpose or effect of diverting or confusing consumers without Green Zebra's prior written permission.

Other product names or trademarks, including those appearing on Green Zebra’s websites, that are not owned by Green Zebra are for identification purposes only and may be the registered or unregistered trademarks of their respective owners. No license or right is granted by Green Zebra by implication, estoppel or otherwise to any such third-party names or trademarks or to the Green Zebra Trademarks hereby.

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## Applicability of guidelines

These Guidelines apply to Green Zebra employees, customers, licensees, consultants, outside vendors, and other third parties. Note that if you are a licensee of a Green Zebra Trademark, the license agreement that you signed with Green Zebra may contain specific usage guidelines that differ from those contained within these Guidelines, and in such case you should follow those specific guidelines provided within such license agreement. If you are a licensee, but have been provided no special guidelines, then follow these Guidelines.

## List of Green Zebra Trademarks

The list of Green Zebra Trademarks provided here may be updated with new information from time-to-time and without notice and should be referred to regularly. Note that the list may not be comprehensive, and the omission of a Green Zebra Trademark from the list does not represent any waiver of any intellectual property rights of Green Zebra in or to such Trademark. If in doubt about whether or not a particular name, mark or logo is a Green Zebra Trademark, or if you have any questions about the use of Green Zebra's Trademarks, contact Green Zebra's Legal Department for assistance.

## Referring to Green Zebra products/services

When referring to Green Zebra products or services use the applicable Trademark and ensure that such references: (i) are truthful, fair, and not misleading; and (ii) comply with these Guidelines. Note that these Guidelines may be modified by Green Zebra from time-to-time in its sole discretion. Specifically, ensure that you:

1. follow the directives within these Guidelines;
2. use the appropriate trademark symbol and trademark acknowledgment of Green Zebra ownership of the particular Trademark;
3. do not incorporate Green Zebra Trademarks into your own product trademarks, service marks, logos, or company names; and
4. do not adopt marks or logos that are confusingly similar to any Green Zebra Trademarks.

## Use of Green Zebra Trademarks

When using a Green Zebra Trademark, ensure that you:

1. ALWAYS use such Trademark as an adjective, accompanied by an appropriate noun (e.g. "Green Zebra<sup>SM</sup> MEDIA is an excellent Service"). Do NOT use a Trademark as a noun (e.g. "Green Zebra<sup>®</sup> is an excellent product"). Do NOT pluralize a Trademark or make it possessive. Do NOT combine a Trademark with other words, symbols, or numbers, either as one word or with a hyphen. Do NOT abbreviate a Trademark;
2. ALWAYS use the proper spelling and the proper trademark symbol (<sup>®</sup>, <sup>TM</sup> or <sup>SM</sup> as applicable). For the trademark symbol, use the superscript format, but if this is not possible, then use parentheses ((R), (TM) or (SM) as applicable); and





3. ALWAYS use Green Zebra Trademarks in the way they were intended to be used. Do not use Green Zebra Trademarks for products or services for which they were not originally intended. Do not alter a Green Zebra Trademark in any way.

#### Identification of Green Zebra Trademarks

In letters, memos, press releases, white papers, advertising, slides, foils, video, and other multimedia presentations, ensure that you:

1. Properly identify (with ®, ™ or SM as applicable) each Green Zebra Trademark at the most prominent use (often in the headline) and again in the first occurrence. For presentation graphics, each Green Zebra Trademark should be designated with the proper trademark symbol on each page, slide, and foil;
2. In newsletters, magazines, and publications containing multiple articles, properly identify each Green Zebra Trademark in the first occurrence in the Table of Contents, in headlines and in the first occurrence in every article in which it is used;
3. In brochures, financial reports, books, white papers, data sheets, technical documentation, and other bound documents, properly identify each Green Zebra Trademark in the first occurrence in the Table of Contents, in headlines, and in the first occurrence in text;
4. In all charts and graphs, properly identify each Green Zebra Trademark, as such charts and graphs could become separated, copied and used independently; and
5. In all Green Zebra Trademark tag lines (e.g. "The Memory & Storage Experts™"), always use the proper trademark symbol in every such reference.

#### Proper use Examples of Green Zebra Trademarks

GreenZebra MEDIA  
GreenZebra® Wireless  
Green Zebra® Captive Portal  
GreenZebra® Wellness

#### Acknowledgement of Green Zebra Trademarks

Ensure that you include a proper trademark ownership notice that identifies each Green Zebra Trademark used as being owned by Green Zebra Technology, Inc. (e.g. "Green Zebra and the Green Zebra logo are trademarks of Green Zebra Media Corp.")

#### Use of "Green Zebra" as a Trademark vs. Trade name

"Green Zebra" is not only a trademark used to identify Green Zebra products and services; it also serves as Green Zebra company name. Therefore, the word "Green Zebra" is generally used in two (2) different ways:

Initial \_\_\_\_\_ Initial \_\_\_\_\_ 3



(i) as a trade name to identify Green Zebra Media Corp. the company; or (ii) as a trademark to identify its various products. “Green Zebra” is used as a trade name when Green Zebra Media Corp. the company is taking some action or referenced as having some attribute (e.g. “Green Zebra announced its earnings for this quarter”). When referenced as a trade name, there is no need to include a trademark symbol after “Green Zebra”. “Green Zebra” is used as a trademark when Green Zebra is an adjective used as a brand name for its products (e.g. “Green Zebra® Media are aimed at mobile and consumer applications”). When referenced as a trademark, include the proper trademark symbol after “Green Zebra”.



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

**DATE: September 21, 2020**

**ITEM:**

Motion – Approving Amendment No. 1 to Professional Services Agreement  
West Des Moines Digital Enterprise Design

**FINANCIAL IMPACT:**

The original Professional Services Agreement included a maximum fee of \$864,450.00 for Basic Services of the Consultant and \$236,957.00 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by \$556,868.00 and the Resident Consultant Services by \$536,487.00. The new maximum not-to-exceed fee thus becomes \$2,194,762.00. All costs for these services can be paid from account no. 670.000.000.5250.495 with ultimate funding intended to come from General Obligation Bonds.

**BACKGROUND:**

HDR, Inc. is working under an existing Agreement dated August 3, 2020 to perform the professional services necessary for design of the first network section of the West Des Moines Digital Enterprise project. Amendment No. 1 includes additional Basic and Resident Services of the Consultant to begin design of the second and third phases of this segment. The area generally contains an area bounded by I-80, I-35, and the Union Pacific Railroad and an area bounded by I-35, Ashworth Rd, 39<sup>th</sup> St, and the Union Pacific Railroad. Approval of this amendment will secure design services for all network segments planned to be constructed by the end of 2021.

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. 1 to Professional Services Agreement for West Des Moines Digital Enterprise Design

**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	September 14, 2020		
Recommendation	Yes	No	Split

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This AMENDMENT is made and entered into this 21<sup>st</sup> day of Sep, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HDR ENGINEERING, INC., (Fed. I.D. #47-0680568), 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 August 3, 2020 as follows:

**1. SCOPE OF SERVICES**

The Scope of Services as described in the original Agreement for the West Des Moines Digital Enterprise Design (Digital Enterprise Design (Project No. 0510-058-2020), Attachment 1 are amended as follows:

Design and resident consultant services for the installation of conduit, handholes, and associated infrastructure in Network Segments 2-2 and 2-3. Design and construction will provide the potential connectivity to the City's open access conduit network for up approximately 4,800 additional addresses. See Attachment 1

**2. SCHEDULE**

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: See Attachment 2

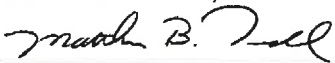
**3. COMPENSATION**

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

	<u>Original Fee</u>	<u>Previously Amended Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	\$864,450	\$0.00	\$556,868	\$1,421,318
II. Resident Consultant Services	<u>\$236,957</u>	<u>\$0.00</u>	<u>\$536,487</u>	<u>\$773,444</u>
<b>Total Services</b>	<b>\$1,101,407</b>	<b>\$0.00</b>	<b>\$1,093,355</b>	<b>\$2,194,762</b>

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

HDR ENGINEERING, INC.

BY:   
Matthew B. Tondl, Senior Vice President

CITY OF WEST DES MOINES

BY: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

ATTACHMENT 1  
SCOPE OF SERVICES

## Exhibit A

### Scope of Services

#### West Des Moines Digital Enterprise

#### City of West Des Moines, IA

### Introduction

The City of West Des Moines has established the goal of ubiquitous broadband access for residents and businesses within the city. The City was approached by Google Fiber with a proposal to offset the cost of a city-owned duct bank by becoming the ‘anchor tenant’ and guaranteeing certain future lease payments to the City. HDR was tasked with acting as an owner’s agent, assisting in the administration and management, and design of Network Segment 2-1. Subsequent to the original contract the City has requested assistance in the design of Network Segments 2-2 and 2-3. HDR will provide final design of the fiber to the home system, including conduit to enable the installation of fiber to the home for up to 4,800 addresses within these two additional network segments.

#### 100 Program Management-

##### 110 Consultant Team Project Management

###### 110.1 HDR internal project management

- HDR will provide contract administration, coordination and direction for the duration of this contract. HDR will provide a project manager to serve as the HDR’s single point of contact with West Des Moines for this Scope of Services.

###### 110.2 QA/QC

- HDR will perform an independent quality review of project deliverables.

#### 200 General Engineering Support

##### 210.1 Existing GIS data collection

- Coordinate with City staff and utility providers to gather available GIS information and populate a GIS database for project use. Examples include address information, utility easements, existing utilities, Google high-level design-etc.
- Gather non-GIS as-built data (i.e., pdf) and translate for import into GIS database

##### 210.2 Update Project specifications

- HDR will update the specifications developed as part of earlier efforts to customize for aspects specific to the deployments in Segments 2-2 and 2-3.

##### 210.3 ROW Coordination

- Identify ROW needs for City ROW Agent action
- HDR will prepare legal descriptions of plats as required by a licensed land surveyor. No more than 3 properties assumed.

##### 210.4 Permitting



- Prepare for submittal of required permits including, but not limited to, Iowa DOT, railroad and petroleum pipeline crossings. Track status of permit applications.
  - HDR will prepare Erosion Control Plans and a draft SWPPP to be included in the Contract Documents and Special Provisions. The Contractor will be responsible for reviewing the SWPPP, updating as needed, and applying for the NPDES General Permit No. 2
  - Environmental permitting will be subcontracted with Foth Infrastructure.
- 210.5 Existing Field Conditions Verification
- Identify and submit to the City request for additional field data
  - Accompany City staff to validate process for information gathering and provide instruction for the data collection process and content
  - As needed, verification of as-built information provided by City and utilities for accuracy.

### **300 Design and Engineer of Record Support**

#### 300.1 Segment 2-2 Detailed construction design (PS&E)

Update up to twenty (20) existing typical details developed in previous design phases

Develop detailed construction drawings of Segment 2-2 (up to 3,500 design addresses)

##### *60% Plans - Submittal anticipated by 10/30/20*

- 60% Plans to include plan view schematics of conduit layouts, typical detail drawings
- City to provide review and comments within 1 week of submittal

##### *90% Plans – Submittal anticipated by 12/18/20*

- 90% Plans to include plan view conduit layouts, detail sheets, and draft tabulations.
- City to provide review and comments within 1 week of submittal

##### *100% Unapproved Plans – Submittal by 1/15/21*

- 100% Unapproved Plans to include plans, details, tabulations, quantities and plan notes.
- City to provide review and comments within 2 weeks of submittal

#### *CITY/GOOGLE AGREEMENT MILESTONE SUBMITTAL*

- Final Letting Documents (PS&E) incorporating Google and City comments on 100% unapproved drawings.
  - Order construction 2/1/21
  - Bid 2/24/21
  - Award Contract 3/1/21
- Acquisition assistance (i.e. accompany city/ROW agent to describe improvement)
- Contact future providers
- Existing utility coordination (design locates, relocations, avoidance, etc.)
- Cost opinions
- Deliverables will be submitted in an electronic (pdf) format



- Deliver GIS data with each design submittal

### 300.2 Segment 2-3 Detailed construction design (PS&E)

Update up to twenty (20) existing typical details developed in previous design phases

Develop detailed construction drawings of Segment 2-2 (up to 1,300 design addresses)

*60% Plans* - Submittal anticipated by 11/13/20

- 60% Plans to include plan view schematics of conduit layouts, typical detail drawings
- City to provide review and comments within 1 week of submittal

*90% Plans* – Submittal anticipated by 1/4/21

- 90% Plans to include plan view conduit layouts, detail sheets, and draft tabulations.
- City to provide review and comments within 1 week of submittal

*100% Unapproved Plans* – Submittal by 1/29/21

- 100% Unapproved Plans to include plans, details, tabulations, quantities and plan notes.
- City to provide review and comments within 2 weeks of submittal

### *CITY/GOOGLE AGREEMENT MILESTONE SUBMITTAL*

- Final Letting Documents (PS&E) incorporating Google and City comments on 100% unapproved drawings.
  - Order construction 2/15/21
  - Bid 3/10/21
  - Award Contract 3/15/21
- Acquisition assistance (i.e. accompany city/ROW agent to describe improvement)
- Contact future providers
- Existing utility coordination (design locates, relocations, avoidance, etc.)
- Cost opinion
- Deliverables will be submitted in an electronic (pdf) format
- Deliver GIS data with each design submittal

## 400 Construction Engineering and Inspection

### 410 Construction Engineering Support- Segments 2-2 and 2-3

- Support the City during the Advertisement, to include answering questions from potential bidders, preparing bid addendums as needed.
- One (1) staff member from HDR will attend the bid-opening at the City of West Des Moines
- HDR will support City staff in procuring and reviewing contractor cost proposals. Includes:
  1. Prepare bid tabulation



## 2. Review bidder qualifications and recommend award

- HDR will review contractor Request for Information (RFI) up-to 20 RFI's
- HDR will support the City with scheduling, preparing the agenda, attending and facilitating the Preconstruction Meeting.
- Provide Reviews of Contractor Submittals- Up to ten (10) submittal packages
- Develop Plan Updates and Revisions- As needed up to ten (10) plan revisions
- Support the City with plan/specification interpretation and dispute resolution
- Prepare As-Built Record drawings in GIS format

### **420 Construction Inspection and Management**

#### 420.1 Construction Inspection and Observation- Segments 2-2 and 2-3

HDR will perform the following construction observation and inspection services:

- Review contractor work for general compliance with the plans and specifications
- Prepare construction observation reports for each site visit for review by the city.
- Measure and track quantities for verification of pay applications
- Review materials delivered to site for specifications compliance, damage, etc.
- As part of site visits, verify traffic control setups for compliance with specifications and MUTCD requirements.
- Effort assumes eight months of construction observation by HDR on a full-time basis and a subsequent four months of half-time construction observation.

#### 420.2 Construction management/Resident Construction Engineer- Segments 2-2 and 2-3

- Compile records for use in preparing record drawings
- Prepare agenda, schedule and facilitate construction progress meetings (Assumed up to 16 meetings)
- Prepare progress updates for stakeholders and City staff
- Assist Contractor and City in providing notifications to impacted property owners/residents. Effort assumes up to 80 hours of notification assistance.
- HDR will prepare project closeout documents and recommend acceptance of work by the City.
- HDR will prepare construction contractor pay request for review and action by the City.
- HDR will prepare documents for construction change orders for review and action by the City.

**ATTACHMENT 2**  
**PROJECT SCHEDULE**

The Scope of Services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of the Consultant:

Contract Approval and Notice to Proceed	September 21, 2020
Task Series 100 – Project Management and Program Controls	May 31, 2022
Task Series 200 – General Engineering Support	March 31, 2021
Task Series 300 – Design and Engineer of Record Support	March 31, 2021
- 100% Unapproved Segment 2-2 Design Submittal	January 15, 2021
-100% Unapproved Segment 2-3 Design Submittal	January 29, 2021
Task Series 400 – Construction Management and Field Inspection	May 31, 2022

## ATTACHMENT 3

### SCHEDULE OF FEES

The Consultant compensation for Services breakdown listed is for general budgeting purposes only. The total Consultant compensation for Services will be maintained per contract and individual task budgets may fluctuate as necessary to complete the contract.

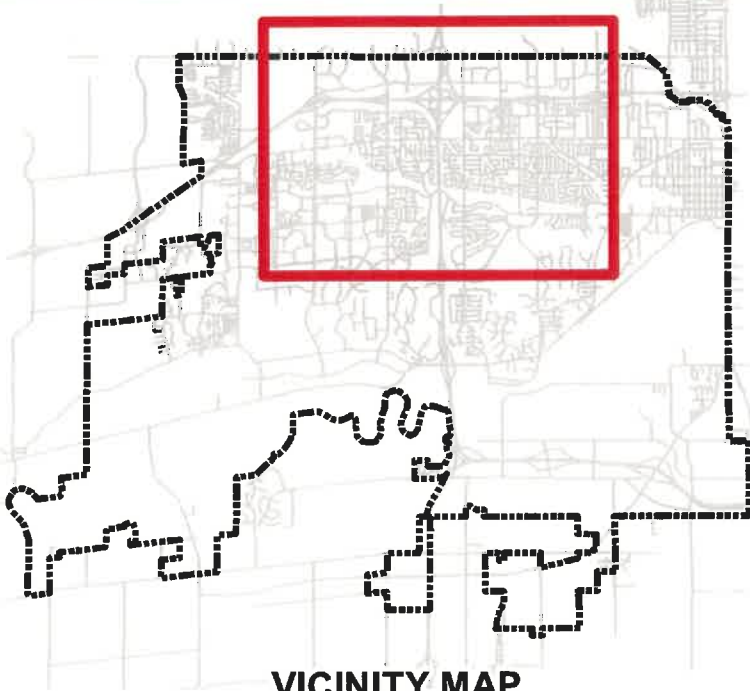
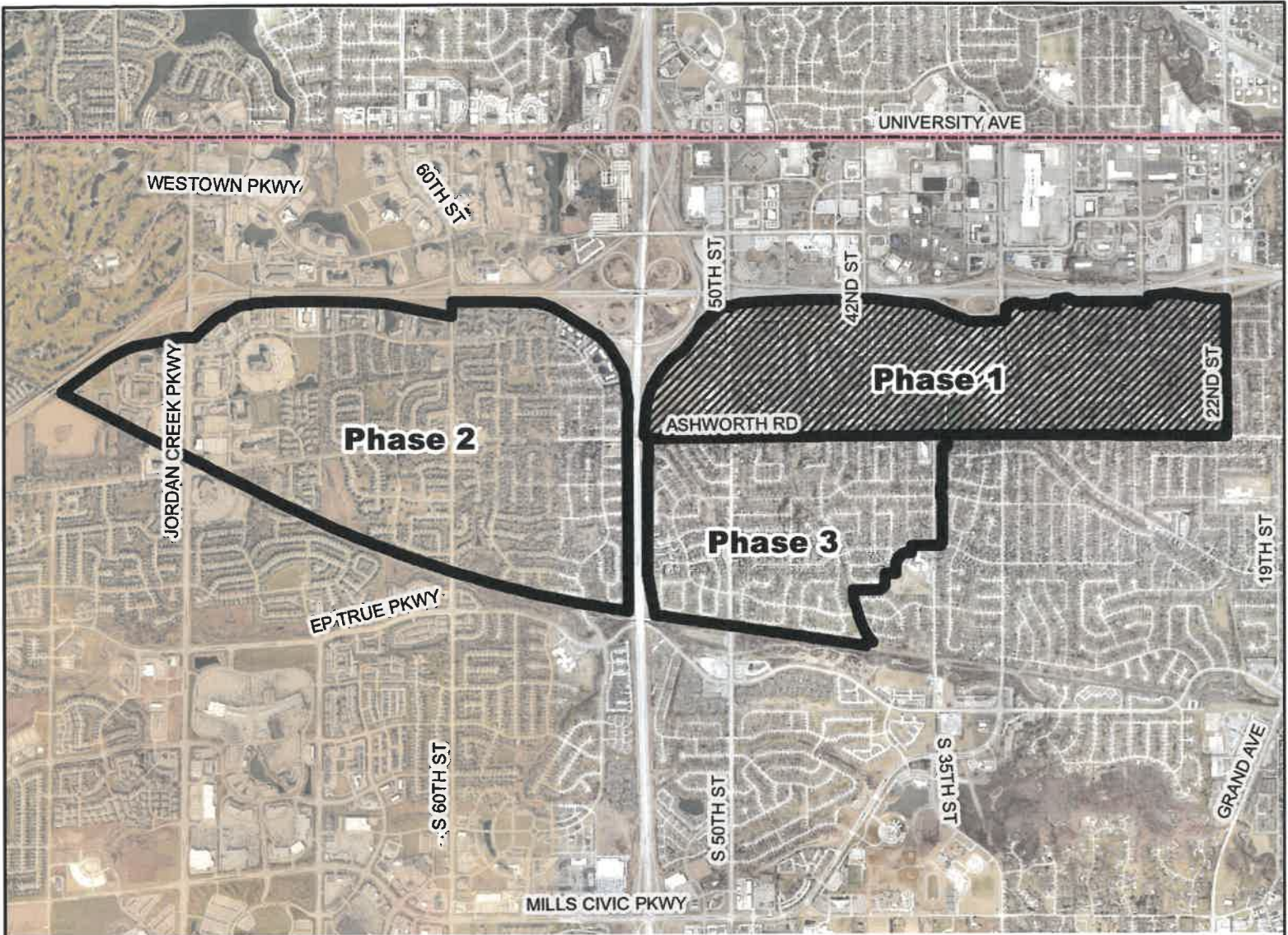
Task Numbers	Task Description	Hours	Fees
100 to 300	Basic Services of the Consultant	3506	\$541,868
400	Resident Consultant Services	3602	\$536,487
Sub-Consultant	Foth		\$15,000
	<b>Total</b>	<b>7108</b>	<b>\$1,093,355</b>

#### Schedule of Billing Rates by Classification

Classification	Hourly Rate
Project Principal	\$180-\$310
Project Manager	\$140-\$230
Senior Communications Specialist	\$275-\$385
Senior ITS Engineer/Senior Designer	\$185-\$280
ITS Engineer 2	\$100-\$195
ITS Engineer Intern 1	\$85-\$135
CADD Technician	\$65-\$135
GIS Analyst	\$85-\$175
Administrative Assistant	\$75-\$120
Project Controller	\$120-\$160

#### Annual Adjustments

The Billing Rates and Reimbursable Expenses are effective as of January 1, 2020 and will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.



VICINITY MAP

**LEGEND**

PROJECT LOCATION



PROJECT:

**West Des Moines Digital Enterprise Segment 2 Phase 2&3**

LOCATION:

**Exhibit "A"**

DRAWN BY: BJM

DATE: 9/14/2020

PROJECT NUMBER/NAME: 0510-058-2020

SHT. 1 of 1

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

**DATE: September 21, 2020**

**ITEM:**

Motion – Approving Change Order #12  
West Public Services Facility – Buildings & Site Improvements (Phase 2)

**FINANCIAL IMPACT:**

Contract Summary:

<b>Description</b>	<b>Amount</b>	<b>Date Approved</b>	<b>Remarks</b>
Construction Contract	\$24,325,500.00	March 4, 2019	
Change Order #1	\$11,312.00	June 17, 2019	Miscellaneous
Change Order #2	\$9,074.00	August 5, 2019	Miscellaneous
Change Order #3	\$7,877.00	November 18, 2019	Miscellaneous
Change Order #4	\$16,148.00	January 21, 2020	Miscellaneous
Change Order #5	\$59,589.00	February 3, 2020	Miscellaneous
Change Order #6	\$164,496.00	March 2, 2020	Miscellaneous
Change Order #7	\$66,132.00	April 20, 2020	Miscellaneous
Change Order #8	\$14,523.00	June 15, 2020	Miscellaneous
Change Order #9	\$62,450.00	July 6, 2020	Miscellaneous
Change Order #10	\$24,581.00	August 3, 2020	Miscellaneous
Change Order #11	\$11,091.00	September 8, 2020	Miscellaneous
Change Order #12	\$52,549.00	Pending	Miscellaneous
<b>Total</b>	<b>\$24,825,322.00</b>		

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 Road Use Tax and General Fund Reserve.

**BACKGROUND:**

The Buildings & Site Improvements (Phase 2) portion of the West Public Services Facility consists of the Main Building, Fueling Facility, Cold-Storage Building, Salt Storage Building, Brine Mixing Facility, and Covered Bulk Materials Storage. The project is still on schedule to reach substantial completion by September 28, 2020.

Change order #12 consists of revisions necessary for the installation of the exterior light fixture at the Salt Storage Building, work necessary for termination of cabling in wall boxes throughout the Main Building, and installation of concrete joint sealant throughout the Maintenance Area of the Main Building. City Staff recommend approval of Change Order #12.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since the item was brought forward after the September 14, 2020 meeting was held.

**OUTSTANDING ISSUES:** None.


**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Change Order #12 for West Public Services Facility – Buildings & Site Improvements (Phase 2).

**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			
Date Reviewed			
Recommendation	Yes	No	Split



**CITY OF WEST DES MOINES**

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

**CHANGE ORDER**

**Distribution:**

Owner   X    
 Engineer   X    
 Contractor   X    
 Other       

Contractor: **Koester Construction Co. Inc.**  
**3050 SE Enterprise Dr, Suite A**  
**Grimes, IA 50111-5055**

Project Title	West Public Services Facility PH2 Buildings & Site Improvements	
WDM Project File Number	0510-027-2017	
Purchase Order Number	2019-00000578	
Orig. Contract Amount & Date	\$24,325,500.00	March 4, 2019
Change Order Number	12	
Date	September 21, 2020	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- CO12.01 - Exterior light fixture at Salt Dome per CR-75
- CO12.02 - CATV Wall Box Terminations as per CR-77
- CO12.03 - Vehicle Parking Joint Sealing as per CR-78

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO12.01	Exterior light fixture at Salt Dome per CR-75	LS	\$343.00	1.000	\$343.00
CO12.02	CATV Wall Box Terminations as per CR-77	LS	\$1,871.00	1.000	\$1,871.00
CO12.03	Vehicle Parking Joint Sealing as per CR-78	LS	\$50,335.00	1.000	\$50,335.00
<b>TOTAL</b>					<b>\$52,549.00</b>

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$24,325,500.00
Net Change by previously authorized Change Orders	\$447,273.00
The Contract Sum prior to This Change Order was	\$24,772,773.00
The Contract Sum will be Increased by this Change Order in the amount of	\$52,549.00
<b>The new Contract Sum including this Change Order will be</b>	<b>\$24,825,322.00</b>
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)	2.05%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	September 28, 2020

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

<b>Contractor:</b> Koester Construction Company, Inc.	<b>Recommended By:</b> FEH Design	<b>Checked By:</b> City of West Des Moines
Signature:	Signature:	Signature:
Name: <b>Colton Taylor</b>	Name: <b>John Karmann</b>	Name: <b>Brian J. Hemesath, P.E.</b>
Title: <b>Project Manager</b>	Title: <b>Vice President</b>	Title: <b>City Engineer</b>
Date: <b>9/16/2020</b>	Date: <b>09-16-2020</b>	Date: <b>9.17.20</b>

**Owner: City of West Des Moines**

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





3050 SE Enterprise Dr.  
Grimes, IA 50111-5055  
Ph : (515)986-5500

**Change Request**

To: FEH Design  
604 East Grand Avenue  
Des Moines, IA 50309  
Ph: (515)288-2000 Fax: (515)288-1999

Number: 75  
Date: 9/4/2020  
Job: 19-008 WDM Public Services Facility  
Phone:

Description: RFI #170 Salt Dome OH Door Light Extension

We are pleased to offer the following specifications and pricing to make the following changes:  
Per RFI #170 response, revise the light and add an extension to get out past the OH door box.

The total direct cost to perform this work is .....	\$343.00
(Please refer to attached sheet for details.)	
<b>Total:</b>	<b>\$343.00</b>

If you have any questions, please contact me at (515)986-5500.

Submitted by: Colton Taylor  
KOESTER CONSTRUCTION COMPANY

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Total Amount	% Total
	<b>ELECTRICAL</b>									
16001	Electrical									
	Kline	1.00 LS	-	-	-	-	310.00 /LS	310	310	90.31%

**Estimate Totals**

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor							
Material	310						90.38%
Subcontract							
Equipment							
Other							
	310	310					90.38%
Overhead & Profit	31			10.000 %	T		9.04%
Bond	2			0.658 %	T		0.68%
Total		<b>343</b>					

**RFI**

**To:** FEH Design  
604 East Grand Avenue  
Des Moines, IA 50309  
Ph: (515)288-2000 Fax: (515)288-1999

**RFI #:** 170  
**Date:** 8/11/2020  
**Job:** 19-008 WDM Public Services Facility  
**Phone:**

**CC:**

**Subject:** Light at Salt Dome OH Door

**Drawing:** 0E1.1  
**Cost Impact:**

**Spec Section:** 265600  
**Schedule Impact:**

**Request:**

The electrical site plan shows an M1 light fixture to be mounted in the face of the dormer above the OH door. See attached photo for reference. This light fixture is not long enough to extend past the housing of this door. The OH door housing extends 24" past the face of the building. The light fixture only reaches 21.75". Please advise.

**Date Required:**

**Requested by:** Brittani Littlejohn  
KOESTER CONSTRUCTION COMPANY

**Response:**

Koester to please provide a proposal for a new fixture to replace the wall mount fixture specified. See below for fixture and arm model.

- Replacement mast arm fixture: Lithonia DSX1 LED 40C 40K T4 MA. Or equal from Cooper Group/Hubbell.
- Wall mount mast arm Lithonia SMAWL, 2.5'

Note: Match finish of other outdoor fixtures.

Lee Anderson

Answered by

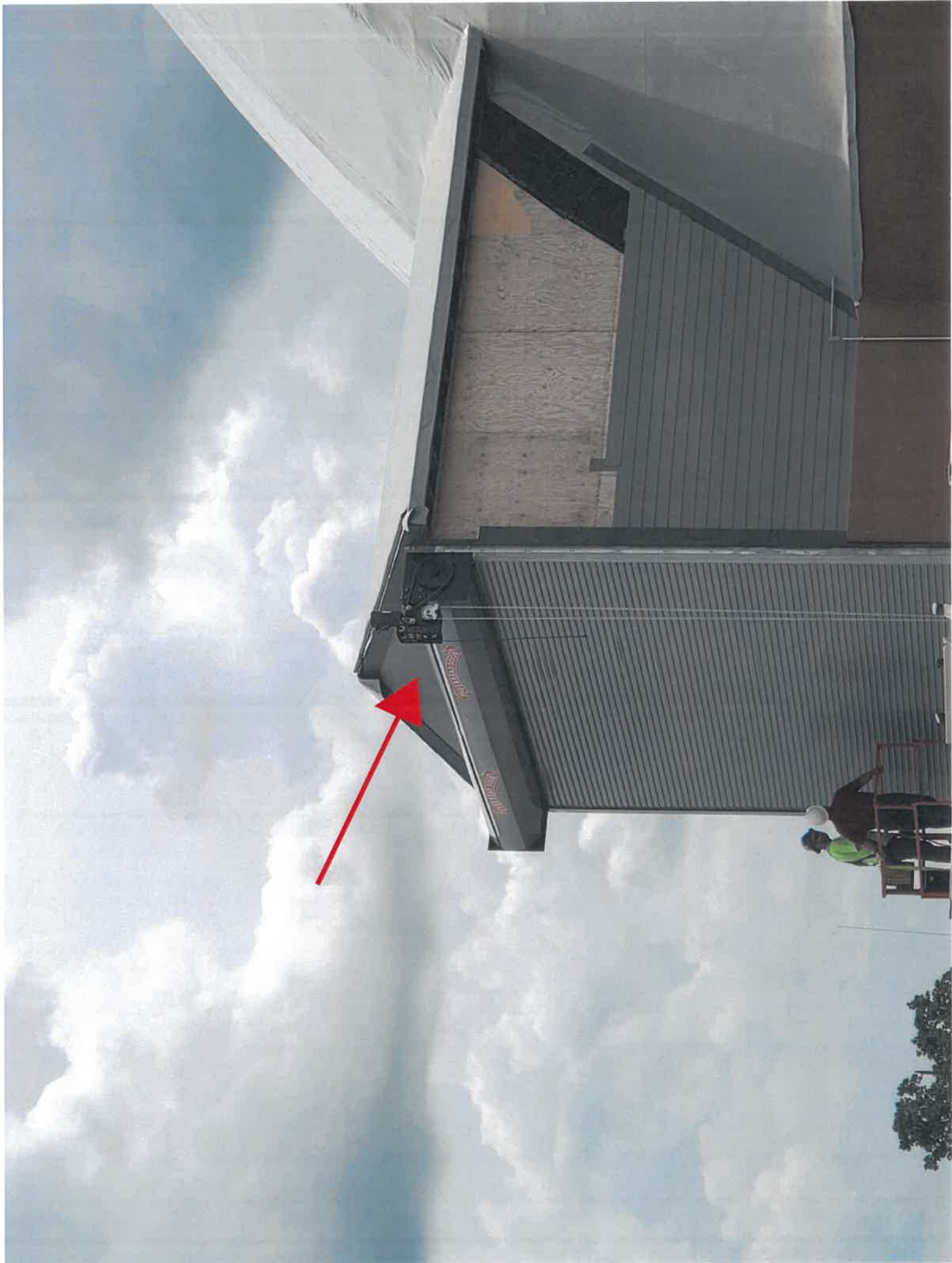
**KUENY ARCHITECTS**

Company


08.13.2020

Date

NOTE: DETAIL NOT TO SCALE



Submitted by Lighting Solutions of Iowa <b>lighting solutions</b>	<b>Job Name:</b> West Public Services - Facility Ph 2 Buildings @ Site Distributor: Van Meter Urbandale (Urbandale)	<b>Catalog Number:</b> VP-S/24L-55/4K7/4/UNV/WB/XX  <b>Notes:</b> *Specify standard finish	<b>Type:</b>  <b>M1</b>  LSI19-40485
--	---	---	--

<b>VIPER S</b> OPTICS <b>STRIKE</b> SMALL VIPER LUMINAIRE	Cat.#	
	Job	
		Approvals

**SPECIFICATIONS**

**Intended Use:**

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

**Construction:**

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

**Electrical:**

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is ≥.90 at full load.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Surge protection - 20kA.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

**Controls/Options:**

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energen! for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see [www.beaconproducts.com/products/energen!](http://www.beaconproducts.com/products/energen!)).
- In addition, Viper can be specified with SiteSync™ wireless control system for reduction in energy and maintenance costs while optimizing light quality 24/7. For more details, see ordering information or visit: [www.hubbelling.com/sitesync](http://www.hubbelling.com/sitesync)

**Installation:**

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

**Finish:**

- IFS polyester powder-coat electrostatically applied and thermocured. IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

**Certifications/Ratings:**

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: <http://www.designlights.org/QPL>
- Certified to UL 1598, UL 8750 and CSA C22.2 No.250.0
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: <http://www.beaconproducts.com/products/vipersmall>

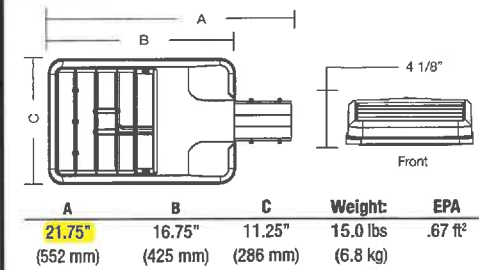
**Warranty:**

Five year limited warranty for more information visit: [www.hubbelling.com/resources/warranty](http://www.hubbelling.com/resources/warranty)

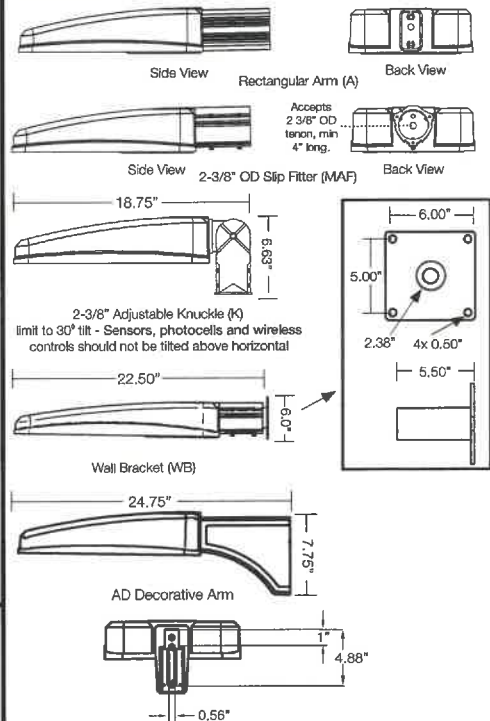
**PRODUCT IMAGE(S)**



**DIMENSIONS**



**MOUNTING OPTIONS**



**CERTIFICATIONS/LISTINGS**



\*3000K and warmer CCTs only



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**ORDERING INFORMATION** ORDERING EXAMPLE: VPS/24L-55/4K7/4W/UNV/A/DBT/7PR-TL/GENI-04/BC

VPS							
SERIES	LED ENGINE	CCT/CRI <sup>1</sup>	ROTATION	VOLTAGE	COLOR	OPTIONS	
VPS Viper	24L-55 55W, LED array	3K7 3000K, 70 CRI	Leave blank for no rotation	UNV 120-277V	BL Black Textured	F Fusing	
	36L-65 65W, LED array	4K7 4000K, 70 CRI	L <sup>6</sup> Optic rotation left	120 120V	DB Dark Bronze Textured	BSP Bird Spikes	
	36L-80 80W, LED array	5K7 5000K, 70 CRI	R <sup>6</sup> Optic rotation right	208 208V	GYS Light Gray Smooth	BC Backshield (available for FR, 2, 3, 4, 4W Optics)	
	48L-110 110W, LED array	<b>DISTRIBUTION</b>		240 240V	PS Platinum Silver Smooth		
	60L-136 136W, LED array	FR Type 1/Front Row		277 277V	WH White Textured		
		2 Type 2		347 347V	CC Custom Color		
		3 Type 3		480 480V			
		4 Type 4					
		4W Type 4 Wide					
		5QM Type 5QM					
		5R Type 5R (rectangular)					
		5W Type 5W (round wide)					
		TC Tennis Court					

**HOUSE SIDE SHIELD ACCESSORIES**

HSS/VP-S/90-FB/XXX 90° shield front or back  
 HSS/VP-S/90-LR/XXX 90° shield left or right  
 HSS/VP-S/270-FB/XXX 270° shield front or back  
 HSS/VP-S/270-LR/XXX 270° shield left or right  
 HSS/VP-S/360/XXX Full shield

(Replace XXX with notation for desired finish color)  
 (Refer to page 5 for shield images)

**MOUNTING ACCESSORIES**

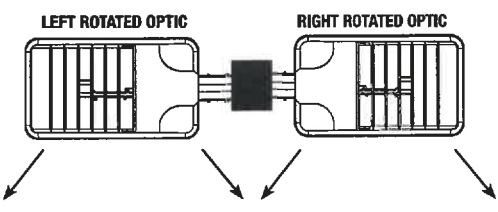
VPL-AD-RPA3 2.4"-4.1" Round Pole Adapter for AD arm  
 VPL-AD-RPA4 4.2"-5.3" Round Pole Adapter for AD arm  
 VPL-AD-RPA5 5.5"-5.9" Round Pole Adapter for AD arm  
 VPL-AD-RPA6 6.0"-6.5" Round Pole Adapter for AD arm

<sup>1</sup> Not available with other wireless control or sensor options  
<sup>2</sup> Specify mounting height, 8=8' or less, 40=9' to 40'  
<sup>3</sup> Specify routine setting code (example GENI-04). See ENERGENI brochure and instructions for setting table and options. Not available with sensor or SiteSync options.  
<sup>4</sup> Specify group and zone at time of order. See www.hubbellighting.com/sitesync for further details. Order at least one SiteSync Interface Accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node  
<sup>5</sup> Only available with 1A, 2, 3, 4, 4W and 5R distributions  
<sup>6</sup> Order at least one SCP-REMOTE per project location to program and control the occupancy sensor.  
<sup>7</sup> This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: [http://fish.beaconproducts.com/central/products/specs/guies\\_hss/viper\\_small\\_1-11\\_julie\\_scp\\_sheet.pdf](http://fish.beaconproducts.com/central/products/specs/guies_hss/viper_small_1-11_julie_scp_sheet.pdf)

**PRECOMMISSIONED SITESYNC ORDERING INFORMATION:** When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit [www.hubbell-automation.com/products/sitesync/](http://www.hubbell-automation.com/products/sitesync/) or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VPS/24L-55/4K7/3A/UNV/A/DBT/SWP/ SiteSync only  
 VPS/24L-55/4K7/3A/UNV/A/DBT/SWPM-40F/ SiteSync with Motion Control



**MOUNTING**

A Rectangular Arm (formerly RA) for square or round pole  
 MAF Mast Arm Fitter (formerly SF2) for 2-3/8" OD horizontal arm  
 K Knuckle (formerly PK2) limit to 45° tilt or 2-3/8" OD horizontal arm or vertical tenon  
 WB Wall Bracket  
 AD Universal Arm for square pole  
 AD3 Universal Arm for 2.4"-4.1" round pole  
 AD4 Universal Arm for 4.2"-5.3" round pole  
 AD5 Universal Arm for 5.5"-5.9" round pole  
 AD6 Universal Arm for 6.0"-6.5" round pole

**CONTROL OPTIONS**

7PR 7-Pin Receptacle only (shorting cap, photo control, or wireless control provided by others)  
 7PR-SC 7-Pin Receptacle w/Shorting Cap  
 7PR-TL 7-Pin Receptacle w/Twist Lock photo control  
 SCP/\_F<sup>2,4</sup> Programmable Occupancy Sensor w/ daylight control (120-277 volts only)  
 GENI-XX<sup>3</sup> ENERGENI  
 SWP<sup>1,4</sup> SiteSync Pre-Commission  
 SWPM<sup>1,2,4</sup> SiteSync Pre-Comm w/ Sensor

**Accessories and Services (Ordered Separately)**

Catalog Number	Description
SWUSB*	SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node
SWTAB*	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node.
SWBRG	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested.
SCP-REMOTE	Remote Control for SCP/_F option. Order at least one per project to program and control
SW7PR*	SiteSync 7 Pin on fixture module On/Off/Dim, Daylight Sensor 120-480VAC

\* When ordering SiteSync at least one of these two interface options must be ordered per project.  
 + Available as a SiteSync retrofit solution for fixtures with an existing 7pin receptacle.

**Hubbell Control Solutions - Accessories (sold separately)**

Catalog Number	Description	HCS System
NXOFM-1R1D-UNV	On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with HubbNET Radio and Bluetooth® Radio, 120-480VAC	NX Distributed Intelligence™
WIR-RME-L	On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with wiSCAPE Radio, 110-480VAC	wISCAPE® Lighting Control

For additional information related to these accessories please visit [www.hubbellcontrolsolutions.com](http://www.hubbellcontrolsolutions.com). Options provided for use with integrated sensor, please view specification sheet ordering information table for details.

**SiteSync 7-Pin Module**



- SiteSync features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)
- Does not interface with occupancy sensors



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**PERFORMANCE DATA**

# LED'S	DRIVE CURRENT (MILLIAMPS)	SYSTEM WATTS	DISTRIBUTION TYPE	5K (5000K nominal, 70 CRI)					4K (4000K nominal, 70 CRI)					3K (3000K nominal, 70 CRI)				
				LUMENS	LPW'	B	U	G	LUMENS	LPW'	B	U	G	LUMENS	LPW'	B	U	G
24	700 mA	55W	FR	6357	118	1	0	1	6486	120	1	0	1	5804	107	1	0	1
			2	6132	114	1	0	1	6257	116	1	0	2	5599	104	1	0	1
			3	6015	111	1	0	2	6137	114	1	0	2	5492	102	1	0	2
			4	5921	110	1	0	2	6034	112	1	0	2	5400	100	1	0	2
			4W	5805	108	1	0	2	5921	110	1	0	2	5282	98	1	0	2
			5QM	6022	112	2	0	1	6145	114	2	0	1	5499	102	2	0	1
			5R	6063	112	3	0	3	6187	115	3	0	3	5536	103	3	0	3
			5W	5908	109	3	0	1	6028	112	3	0	1	5908	102	3	0	1
			TC	6183	115	1	0	1	6309	118	1	0	1	5645	105	1	0	1
36	560 mA	65W	FR	7864	121	1	0	1	8041	124	1	0	1	7189	111	1	0	1
			2	7586	117	1	0	2	7757	119	1	0	2	6934	107	1	0	2
			3	7441	114	1	0	2	7609	117	1	0	2	6802	105	1	0	2
			4	7317	110	1	0	2	7482	112	1	0	2	6688	100	1	0	2
			4W	7325	113	1	0	2	7490	115	1	0	2	6696	103	1	0	2
			5QM	7450	115	3	0	1	7618	117	3	0	1	6810	105	3	0	1
			5R	7501	115	3	0	3	7670	118	3	0	3	6857	105	3	0	3
			5W	7309	112	3	0	2	7473	115	3	0	2	6681	103	3	0	1
			TC	9535	118	1	0	1	9730	120	1	0	1	8706	107	1	0	1
36	700 mA	80W	2	9197	114	1	0	2	9385	116	1	0	2	8398	104	1	0	2
			3	9022	111	1	0	2	9206	114	1	0	2	8238	102	1	0	2
			4	8871	110	1	0	2	9052	112	1	0	2	8100	100	1	0	2
			4W	8707	108	1	0	2	8881	110	1	0	2	7923	98	1	0	2
			5QM	9033	112	3	0	1	9217	114	3	0	1	8248	102	3	0	1
			5R	9095	112	3	0	3	9280	115	3	0	3	8304	103	3	0	3
			5W	8861	109	3	0	2	9043	112	3	0	2	8092	100	3	0	2
			TC	9275	115	1	0	1	9464	118	1	0	1	8468	105	1	0	1
			48	700 mA	110W	FR	12713	118	1	0	1	12973	120	2	0	1	11608	107
2	12263	114				2	0	2	12513	116	2	0	2	11197	104	2	0	2
3	12029	111				2	0	2	11275	114	2	0	2	10984	102	1	0	2
4	11828	110				1	0	3	12069	112	1	0	3	10800	100	1	0	2
4W	11609	108				1	0	3	11841	110	1	0	3	10564	98	1	0	3
5QM	12044	112				3	0	2	12290	114	3	0	2	10997	102	3	0	1
5R	12126	112				3	0	3	12374	115	3	0	3	11072	103	3	0	3
5W	12126	109				4	0	2	12057	112	4	0	2	10789	100	4	0	2
TC	12366	115				1	0	2	12619	118	1	0	2	11290	105	1	0	2
60	700 mA	136W	FR	15891	117	2	0	2	16216	120	2	0	2	14511	107	2	0	1
			2	15329	113	2	0	2	15642	116	2	0	2	13997	103	2	0	2
			3	15037	111	2	0	3	15344	113	2	0	3	13730	101	2	0	3
			4	14784	109	1	0	3	15086	111	1	0	3	13500	100	1	0	3
			4W	14511	108	2	0	4	14802	110	2	0	4	13205	98	2	0	3
			5QM	15055	111	3	0	2	15362	114	3	0	2	13747	102	3	0	2
			5R	15158	112	4	0	4	15469	114	4	0	4	13841	102	4	0	4
			5W	14781	109	4	0	2	15083	111	4	0	2	13495	100	4	0	2
			TC	15458	115	1	0	2	15834	118	1	0	2	14113	105	1	0	2



Submitted by Lighting Solutions of Iowa

lighting solutions

**Job Name:**

West Public Services - Facility Ph 2 Buildings @ Site  
Distributor: Van Meter Urbandale (Urbandale)

**Catalog Number:**

VP-S/24L-55/4K7/4/UNV/WB/XX

Notes: \*Specify standard finish

**Type:**

M1

LSI19-40485

**PHOTOMETRICS**

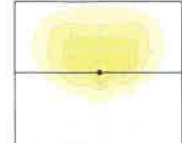
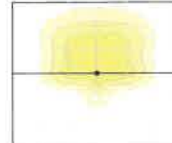
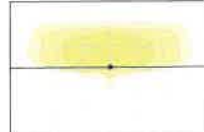
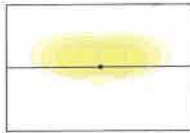
Type FR - Front Row/Auto Optic

Type 2

Type 3

Type 4

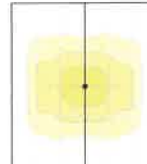
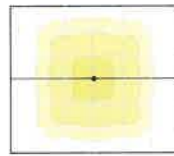
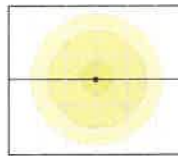
Type 4W



Type 5W

Type 5QM

Type 5R



\*Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-use environment and application.

**ELECTRICAL DATA**

# OF LEDS	NUMBER OF DRIVERS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)
24	2	700 mA	120	55	0.5
			277		0.2
			347		0.2
			480		0.1
36	1	560 mA	120	65	0.65
			277		0.28
			347		0.22
			480		0.16
	700 mA	120	80	0.7	
		277		0.3	
		347		0.2	
		480		0.2	
48	1	700 mA	120	110	0.9
			277		0.4
			347		0.3
			480		0.2
60	1	700 mA	120	136	1.1
			277		0.5
			347		0.4
			480		0.3

**PROJECTED LUMEN MAINTENANCE**

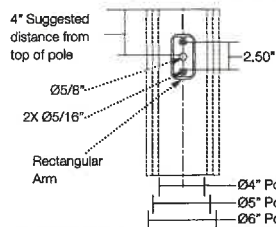
AMBIENT TEMP.	0	25,000	50,000	TM-21-11 60,000	100,000	Calculated L70 (HOURS)
25°C / 77°C	1.00	0.97	0.95	0.95	0.92	>377,000

\* Projected per IESNA TM-21-11  
Data references the extrapolated performance projections for the base model in a 25°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

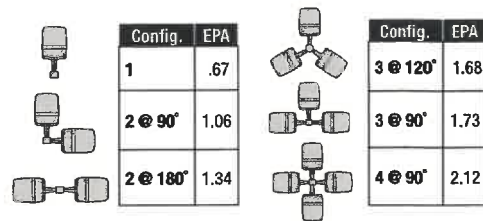
**DRILL PATTERN**

**RECTANGULAR ARM (A)**

Compatible with Pole drill pattern B4



**EPA**



**TENON TOP POLE BRACKET ACCESSORIES (Order Separately)**

(2 3/8" OD tenon)

Catalog Number	Description
SETAVP-XX	Square tenon adapter (4 at 90°) for A - Rectangular Arm mounting option only
RETAVP-XX	Round tenon adapter (4 at 90°) for A - Rectangular Arm mounting option only
TETAVP-XX	Hexagonal tenon adapter (4 at 90°) for A - Rectangular Arm mounting option only
SETA2XX	Square tenon adapter (4 at 90°) for AD - Universal Arm mounting option only
RETA2XX	Round tenon adapter (4 at 90°) for AD3 - Universal Arm mounting option only
TETA2XX	Hexagonal tenon adapter (3 at 120°) for AD - Universal Arm mounting option only

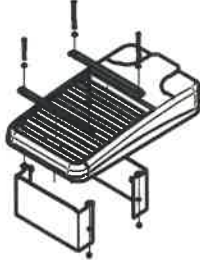


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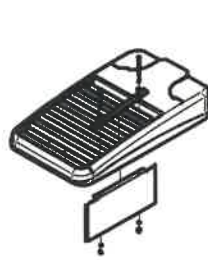




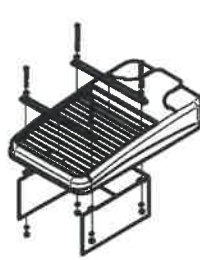
**HOUSE SIDE SHIELD FIELD INSTALL ACCESSORIES**



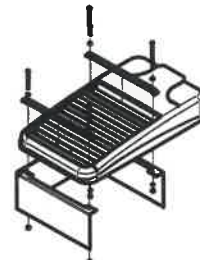
**HSS/VP-S/90-FB/XXX**  
90° shield front or back  
(2 shields shown)



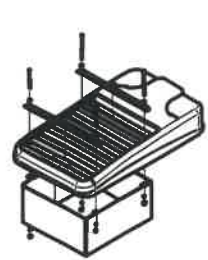
**HSS/VP-S/90-LR/XXX**  
90° shield left or right  
(1 shield shown in left orientation)



**HSS/VP-S/270-FB/XXX**  
270° shield front or back  
(1 shield shown in back orientation)

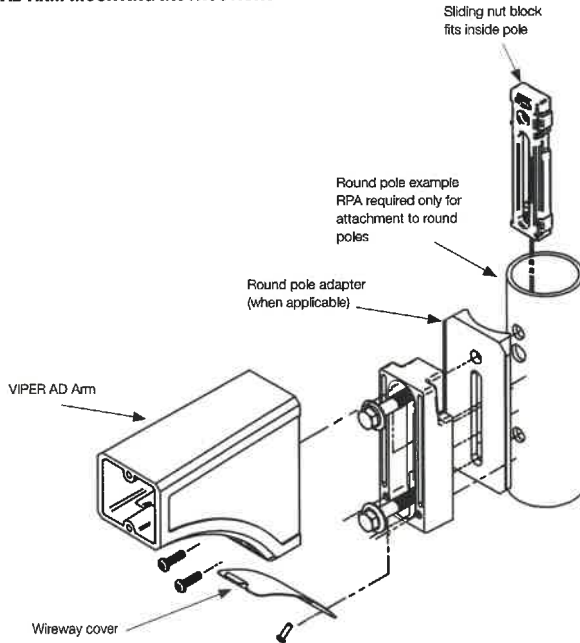


**HSS/VP-S/270-LR/XXX**  
270° shield left or right  
(1 shield shown in right orientation)



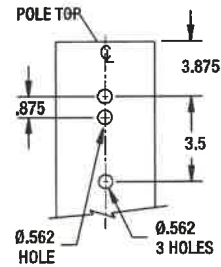
**HSS/VP-S/360/XXX**  
Full shield (1 shield shown)

**AD ARM MOUNTING INSTRUCTIONS**



**DECORATIVE ARM (AD)**

Compatible with pole drill pattern S2





## CHANGE ORDER

**Project Name:** WDM Public Service Facility

**Date:** 8/30/2020

**Project Contact:** Colton Taylor

**Estimator:** Adam Parton

### Change Order # 15

**Change the work to be performed under the original contract as follow:**

Supply and install new bracket and 28" arm to extend existing light out over the roll up door.

labor 1 hrs x 70	\$ 70.00
Material	\$240.00

**Change order total: \$310.00**

**Authorized signature for cost and labor adjustments:**

**Adam Parton**  
Project Manager 515-577-3282  
Kline Electric



Koester Construction Company, Inc  
3050 SE Enterprise Dr.  
Grimes, IA 50111-5055  
Ph : (515)986-5500

**Change Request**

**To:** FEH Design  
604 East Grand Avenue  
Des Moines, IA 50309  
Ph: (515)288-2000 Fax: (515)288-1999

**Number:** 77  
**Date:** 9/15/2020  
**Job:** 19-008 WDM Public Services Facility  
**Phone:**

**Description:** CATV Wall Box Terminations

We are pleased to offer the following specifications and pricing to make the following changes:  
To add terminating all of the CATV cabling at the (currently blank) faceplate in the wall box.

The total direct cost to perform this work is .....	\$1,871.00
(Please refer to attached sheet for details.)	
<b>Total:</b>	<b>\$1,871.00</b>

If you have any questions, please contact me at (515)986-5500.

Submitted by: Colton Taylor  
KOESTER CONSTRUCTION COMPANY

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Total Amount	% Total
	<b>ELECTRICAL</b>									
16001	Electrical									
	Kline	1.00 LS	-	-	-	-	1,690.00 /LS	1,690	1,690	90.31%

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor							
Material	1,690						90.33%
Subcontract							
Equipment							
Other							
	1,690	1,690					90.33%
Overhead & Profit	169			10.000 %	T		9.03%
Bond	12			0.656 %	T		0.66%
Total		<b>1,871</b>					



## CHANGE ORDER

**Project Name:** WDM Public Service Facility

**Date:** 9/15/2020

**Project Contact:** Colton Taylor

**Estimator:** Adam Parton

### Change Order # 21

**Change the work to be performed under the original contract as follow:**

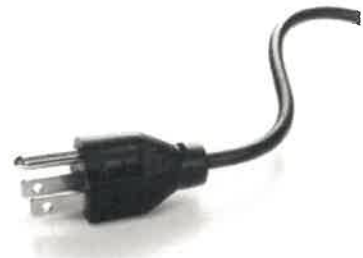
•The city is requesting pricing to terminate all of the CATV cabling at the (currently blank) faceplate in the wall box. I'm thinking that we could maybe use a combo data/CATV faceplate on the right side in the box.

labor hrs x 70	\$
Material	\$
Subcontract	\$1,690.00

**Change order total: \$1,690.00**

**Authorized signature for cost and labor adjustments:**

**Adam Parton**  
Project Manager 515-577-3282  
Kline Electric



**Koester Construction Company, Inc**

3050 SE Enterprise Dr.  
Grimes, IA 50111-5055  
Ph : (515)986-5500

**Change Request**

**To:** FEH Design  
604 East Grand Avenue  
Des Moines, IA 50309  
Ph: (515)288-2000 Fax: (515)288-1999

**Number:** 78  
**Date:** 9/15/2020  
**Job:** 19-008 WDM Public Services Facility  
**Phone:**

**Description:** Vehicle Parking Joint Sealing

We are pleased to offer the following specifications and pricing to make the following changes:

To provide semi-rigid polyurea joint sealant in the control joints and urethane joint sealant in the expansion joints within the Vehicle Parking area.

The total direct cost to perform this work is .....	\$50,335.00
(Please refer to attached sheet for details.)	
<b>Total:</b>	<b>\$50,335.00</b>

If you have any questions, please contact me at (515)986-5500.

Submitted by: Colton Taylor  
KOESTER CONSTRUCTION COMPANY

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Phase	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Total Amount	% Total
	<b>THERMAL &amp; MOISTURE PRO.</b>									
7020	<b>Caulking</b>									
	MW Caulking	1.00 LS	-	-	-	-	45,458.00 /LS	45,458	45,458	90.31%

**Estimate Totals**

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor							
Material							
Subcontract	45,458						90.31%
Equipment							
Other							
	<u>45,458</u>	45,458					90.31%
Overhead & Profit	4,546			10.000 %	T		9.03%
Bond	331			0.656 %	T		0.66%
<b>Total</b>		<b>50,335</b>					

## Colton Taylor

---

**From:** Brittani Littlejohn  
**Sent:** Tuesday, September 15, 2020 8:37 AM  
**To:** Colton Taylor  
**Subject:** FW: WDM Facilities Joint Sealants at Vehicle Parking

Do we need to submit this as CR? or just send in email?

**From:** Jerry Scrivner <mwcaulk@msn.com>  
**Sent:** Tuesday, September 15, 2020 8:33 AM  
**To:** Brittani Littlejohn <blittlejohn@koestercon.com>  
**Subject:** Re: WDM Facilities Joint Sealants at Vehicle Parking

Brittani

We can seal the floor joints with semi rigid polyurea in the control joints and urethane in the expansion joint.

We can do this for \$45,458.00

Thanks

Jerry Scrivner  
Midwest Caulking, Inc.  
P.O. Box 65476  
West Des Moines, Iowa 50265  
Phone (515)327-1494

---

**From:** Brittani Littlejohn <[blittlejohn@koestercon.com](mailto:blittlejohn@koestercon.com)>  
**Sent:** Tuesday, September 15, 2020 8:12 AM  
**To:** Jerry Scrivner ([mwcaulk@msn.com](mailto:mwcaulk@msn.com)) <[mwcaulk@msn.com](mailto:mwcaulk@msn.com)>  
**Subject:** WDM Facilities Joint Sealants at Vehicle Parking

Any update on your cost for this?

**Brittani Littlejohn** | Project Engineer



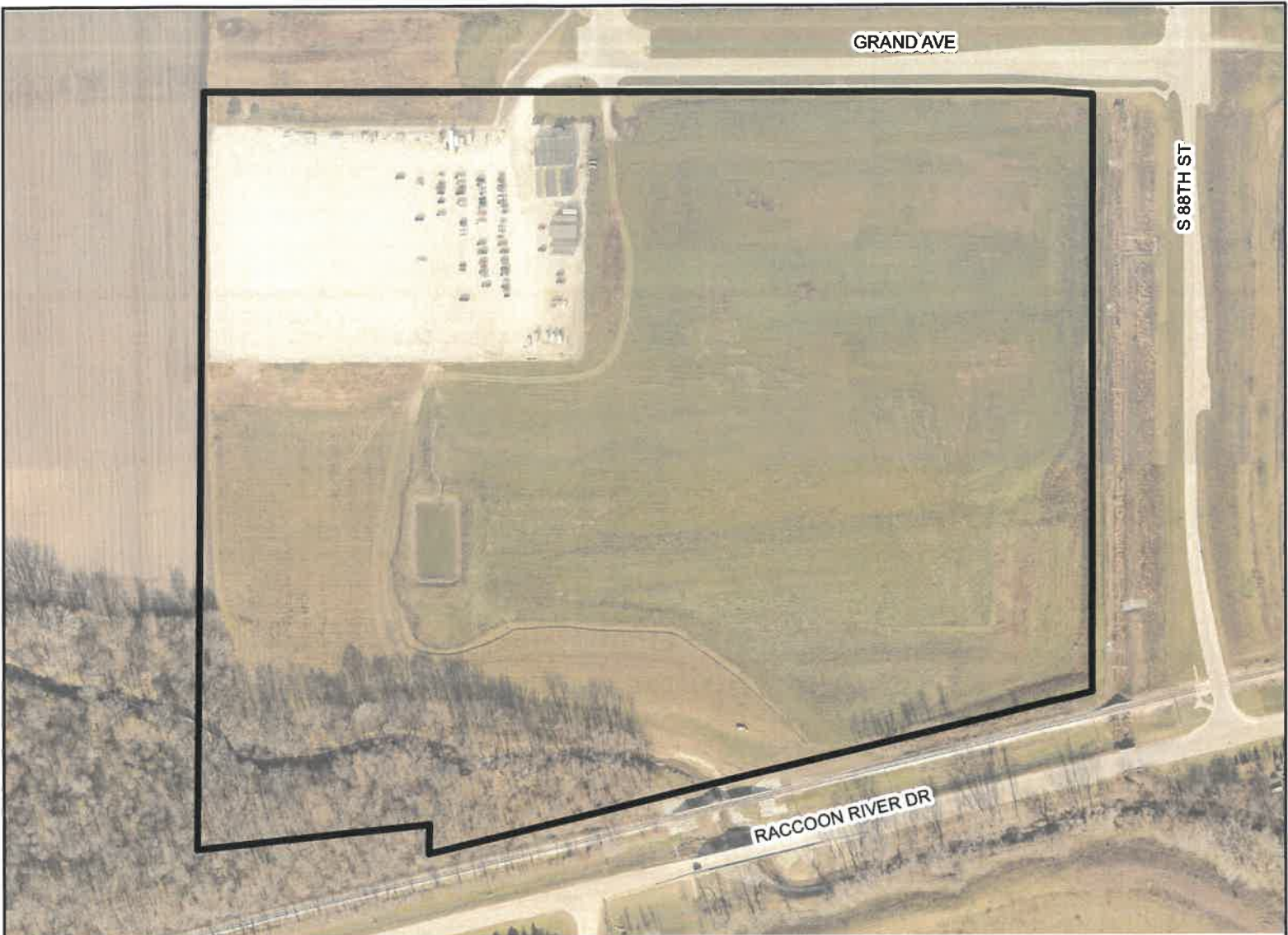
Koester Construction Company, Inc.

3050 SE Enterprise Dr. Ste A, Grimes, IA 50111

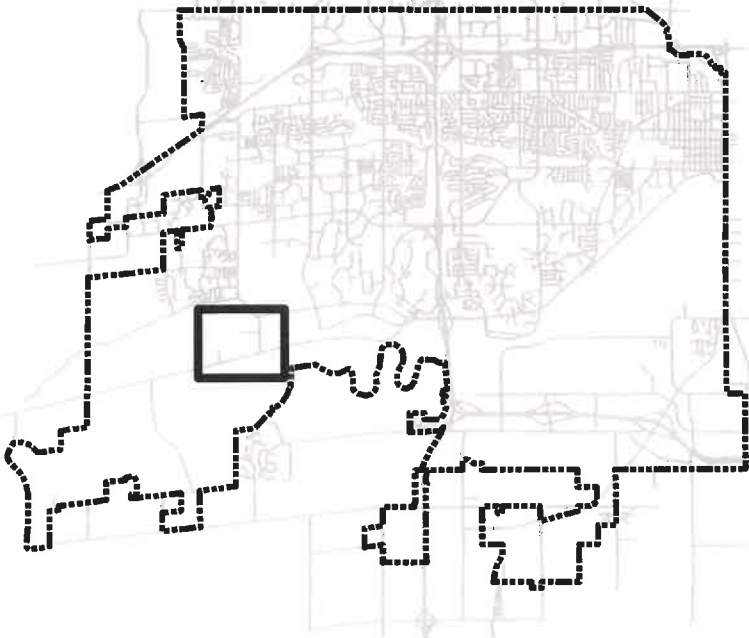
office: 515.986.5500 cell: 515.802.1490

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**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:** Approving Interfund Transfers

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** None


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

The City of West Des Moines did adopt transfer amounts in the 2019-2020 Budget and Exhibit A represents transfers to be authorized as of 6/30/20.

**RECOMMENDATION:** Approval of Resolution Authorizing Transfer of Funds.

**Lead Staff Member:** Lesley Montgomery, Accounting Manager

**STAFF REVIEWS**

Department Director	Tim Stiles
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	Not required
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

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

## **RESOLUTION AUTHORIZING TRANSFER OF FUNDS**

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

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

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

**PASSED AND APPROVED** this 21<sup>st</sup> day of September, 2020.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

## EXHIBIT A

	From	Fund #	To	Fund #	Amount	Purpose
1	Hotel/Motel	160	Economic Development-Discretionary	485	\$50,000.00	CC 2/19/19 FY20 Hotel Motel Allocation
2	Hotel/Motel	160	General	100	\$6,378.20	CC 2/19/19 FY20 Hotel Motel Allocation-Sister Cities
3	Employee Benefits	495	General	100	\$813,066.99	Distribute FY 20 levied amount to the general fund – by State Code these must be receipted into separate fund
4	Emergency Tax Levy	190	General	100	\$1,437,899.26	Distribute FY 20 levied amount to the general fund – by State Code these must be receipted into separate fund
5	Road Use Tax	300	Capital Projects	500	\$24,877,038.73	Reimburse the Capital Project Fund for project expenses incurred in FY20
6	Insurance Levy	150	General	100	\$91,452.31	Distribute FY 20 levied amount to the general fund – by State Code these revenues must be receipted into separate fund
7	General	100	Westpet	119	\$127,910.68	Charge the General Fund for WDM's share of FY20 Westpet expenses
8	EMS Alliance	130	General	100	\$120,000.00	Reimburse General Fund for FY20 Admin Fee
9	General	100	Road Use Tax	300	\$4,353,765.04	CC 6/15/20 advance funds for PW facility
10	LOSST-Property Tax Reduction	490	General	100	\$5,200,000	FY20 LOSST Property Tax Reduction – 50% of Dallas and Polk County revenues

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

**ITEM:** Approving FY 2019-20 Iowa Department of Transportation  
City Street Financial Report

**DATE:** September 21, 2020

**FINANCIAL IMPACT:**

The City has budgeted revenue of \$8,202,085.00 into the Road Use Tax Fund (300.200.700.4070.180) for the current fiscal year.

**BACKGROUND:**


In order to receive funds from the Iowa Road Use Tax fund, Chapter 312 of the Iowa Code requires that each city in Iowa submit a report on street finance-related matters to the Iowa Department of Transportation (IDOT) at the conclusion of each fiscal year. The FY19-20 report has been completed by finance department staff and is attached for the Council's review. Upon approval of this item, staff will file the report electronically with IDOT.

**RECOMMENDATION:**

Adopt resolution authorizing the Mayor and City Clerk to sign the final report and staff to forward same to the Iowa Department of Transportation.

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

**STAFF REVIEWS**

Department Director	Tim Stiles, Finance Director
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

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

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION**

**WHEREAS** Chapter 312 of the Iowa Code requires that municipalities annually file a report on finances on street related matters with the Iowa Department of Transportation, and

**WHEREAS**, Finance Department staff has now completed the report attached to this Resolution; therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES** that the attached Street Financial Report for the preceding fiscal year is hereby approved and the City Clerk and Mayor are directed to sign the same on the behalf of the City and forward to the Iowa Department of Transportation.

**PASSED AND APPROVED** this 21<sup>st</sup> day of September, 2020.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

Street Finance Report for West Des Moines 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$2,370,553						\$2,370,553
Benefits - Roads/Streets	\$846,074						\$846,074
Training & Dues	\$34,502						\$34,502
Building & Grounds Maint. & Repair	\$95,770						\$95,770
Vehicle & Office Equip Operation and Repair	\$396,301						\$396,301
Operational Equipment Repair	\$9,343						\$9,343
Printing	\$312						\$312
Rents & Leases	\$50,353						\$50,353
Street Maintenance Expense	\$291,362						\$291,362
Other Contract Services	\$107,232						\$107,232
Chemicals	\$6,954						\$6,954
Other Equipment	\$717,681						\$717,681
Office Supplies	\$8,917						\$8,917
Postage & Safety	\$8,270						\$8,270
Other Supplies	\$125,046						\$125,046
Vehicles	\$250,687						\$250,687
Heavy Equipment	\$104,587						\$104,587
Other Capital Equipment	\$28,700						\$28,700
Buildings					\$19,205,171		\$19,205,171
Bridges & Culverts					\$300,000		\$300,000
Street - New Roadway		\$164,639			\$23,167,485		\$23,332,124
Street - Capacity Improvement					\$17,786,000		\$17,786,000
Street - Preservation					\$3,418,688		\$3,418,688
Street - Safety/Environment					\$2,672,094		\$2,672,094
Other Capital Outlay					\$2,382,292		\$2,382,292
Principal Payment				\$12,707,826			\$12,707,826
Interest Payment				\$5,067,977			\$5,067,977
Transfer Out	\$4,409,950	\$24,877,039	\$10,090,355		\$1,242,500		\$40,619,844
Street Lighting		\$684,033					\$684,033
Traffic Control/Safety	\$1,334,108						\$1,334,108





Street Finance Report for West Des Moines 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$13,849,851			\$6,442,948			\$20,292,799
TIF Revenues			\$10,090,355				\$10,090,355
Licenses & Permits	\$8,926						\$8,926
Federal Grants					\$250,040		\$250,040
State Revenues - Road Use Taxes		\$8,167,457					\$8,167,457
Other State Grants - IDOT					\$41,166		\$41,166
Local Contributions	\$230					\$15,568	\$15,798
Charges/fees	\$185,568					\$319,141	\$504,709
Sale of Property & Merchandise	\$20,287						\$20,287
Fines	\$30,224						\$30,224
Proceeds from Debt					\$6,457,500		\$6,457,500
Transfer In		\$4,409,950		\$11,332,855	\$24,877,039		\$40,619,844
<b>Total</b>	<b>\$14,095,086</b>	<b>\$12,577,407</b>	<b>\$10,090,355</b>	<b>\$17,775,803</b>	<b>\$31,625,745</b>	<b>\$334,709</b>	<b>\$86,499,105</b>

Street Finance Report for West Des Moines 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2010C	\$845,000	\$845,000	\$25,350	\$507,000	\$15,210	\$0
2011A	\$2,775,000	\$2,775,000	\$18,484	\$1,387,500	\$9,242	\$0
2012B	\$1,430,000	\$870,000	\$71,500	\$408,900	\$33,605	\$560,000
2012D	\$4,190,000	\$550,000	\$125,700	\$220,000	\$50,280	\$3,640,000
2013A	\$1,465,000	\$275,000	\$44,260	\$96,250	\$15,491	\$1,190,000
2014A	\$6,530,000	\$820,000	\$230,538	\$697,000	\$195,957	\$5,710,000
2015A	\$19,400,000	\$1,720,000	\$541,613	\$1,307,200	\$411,626	\$17,680,000
2015C	\$615,000	\$615,000	\$12,300	\$369,000	\$7,380	\$0
2016A	\$4,620,000	\$685,000	\$124,950	\$513,750	\$93,712	\$3,935,000
2016B	\$11,015,000	\$1,235,000	\$444,475	\$1,235,000	\$444,475	\$9,780,000
2016C	\$5,595,000	\$765,000	\$144,150	\$229,500	\$43,245	\$4,830,000
2016D	\$9,765,000	\$755,000	\$299,800	\$641,750	\$254,830	\$9,010,000
2017A	\$4,895,000	\$440,000	\$110,038	\$44,000	\$11,004	\$4,455,000
2017B	\$3,405,000	\$630,000	\$122,250	\$630,000	\$122,250	\$2,775,000
2017C	\$9,130,000	\$535,000	\$337,844	\$535,000	\$337,844	\$8,595,000
2017D	\$25,555,000	\$200,000	\$866,013	\$120,000	\$519,608	\$25,355,000
2017E	\$3,230,000	\$255,000	\$121,863	\$204,000	\$97,490	\$2,975,000
2018A	\$6,010,000	\$430,000	\$264,000	\$150,500	\$92,400	\$5,580,000
2018B	\$12,540,000	\$315,000	\$250,922	\$315,000	\$250,922	\$12,225,000
2018C	\$6,155,000	\$100,000	\$223,007	\$100,000	\$223,007	\$6,055,000
2018D	\$15,925,000	\$0	\$560,883	\$0	\$560,883	\$15,925,000
2019A	\$7,225,000	\$0	\$332,191	\$0	\$332,191	\$7,225,000
2019B	\$4,945,000	\$0	\$234,201	\$0	\$234,201	\$4,945,000
2019C	\$5,105,000	\$370,000	\$214,736	\$370,000	\$214,736	\$4,735,000
2019D	\$5,320,000	\$0	\$251,962	\$0	\$251,962	\$5,320,000
2019E	\$12,625,000	\$5,135,000	\$477,875	\$2,626,476	\$244,426	\$7,490,000

Street Finance Report for West Des Moines 2020

Description	Model Year	Usage Type	Cost	Purchased Status
Caterpillar Backhoe Loader	2018	Purchased	\$169,680	No Change
International Single Axle Truck	2020	Purchased	\$250,687	New
Bobcat Drop Hammer	2013	Purchased	\$6,170	No Change
SnoGo Snow Blower	2014	Purchased	\$113,420	No Change
Viking-Vives 26' Tow Plow	2019	Purchased	\$104,587	New
John Deere Motor Grader	2013	Purchased	\$304,350	No Change
International Workstar 7400	2016	Purchased	\$213,064	No Change
Caterpilla Mini Hydraulic Excavator	2018	Purchased	\$106,360	No Change
Dynapac Roller	2006	Purchased	\$60,625	No Change
Bobcat Skid-Steer Loader	2013	Purchased	\$35,834	No Change
Ford F450	2014	Purchased	\$43,720	No Change
International Workstar 7000	2017	Purchased	\$245,867	No Change
International Tandem Dump Truck	2013	Purchased	\$230,980	No Change
International 7500	2012	Purchased	\$194,886	No Change
International Single Axle 7300	2006	Purchased	\$125,290	No Change
International 7300	2006	Purchased	\$125,290	No Change
International Tandem Axle Truck	2019	Purchased	\$296,822	No Change
International 7500	2013	Purchased	\$229,122	No Change
International Tandem Axle 7500	2014	Purchased	\$239,290	No Change
International Single Axle Truck	2019	Purchased	\$208,912	No Change
International Single Axle	2013	Purchased	\$208,912	No Change
Ford F350	2010	Purchased	\$32,915	No Change
Bobcat Skid Steer Loader	2017	Purchased	\$33,138	No Change
Caterpillar Backhoe Loader	2006	Purchased	\$100,387	No Change
International 7400	2018	Purchased	\$204,701	No Change
Ford F350	2010	Purchased	\$31,099	No Change
John Deere Wheel Loader	2012	Purchased	\$163,706	No Change
Caterpillar Wheel Loader	2016	Purchased	\$186,665	No Change
John Deere Grader	2010	Purchased	\$248,887	No Change
International Single Axle Truck	2020	Purchased	\$250,687	New
International 7500	2010	Purchased	\$186,659	No Change
International Single Axle Truck	2013	Purchased	\$209,978	No Change
International Single Axle Truck	2014	Purchased	\$207,823	No Change

Street Finance Report for West Des Moines 2020

International Workstar 7400	2016	Purchased	\$223,748	No Change
International 7300	2015	Purchased	\$231,583	No Change
Ford F250	2012	Purchased	\$33,319	No Change
International Single Axle Truck	2018	Purchased	\$253,701	Sold
Ford F250	2015	Purchased	\$41,620	No Change
International Tandem Axle Truck	2019	Purchased	\$296,822	No Change
Ford Explorer	2013	Purchased	\$26,745	No Change
Ford F150	2012	Purchased	\$27,399	No Change
International Single Axle Truck	2019	Purchased	\$185,348	No Change
Graco Paint Machine Line Lazer	2019	Purchased	\$7,674	No Change
Ford F350	2012	Purchased	\$33,110	No Change
Ford F550	2003	Purchased	\$67,773	No Change
Altec Model AT37G Aerial Unit	2019	Purchased	\$131,709	New
Ford F550	2015	Purchased	\$101,094	No Change
Ford F550 W/Waltec AT37G Aerial	2012	Purchased	\$80,425	No Change
Ford F550	2006	Purchased	\$91,327	No Change
GMC Paint Machine	2002	Purchased	\$185,000	No Change
Elgin Whirlwind Sweeper	2014	Purchased	\$285,623	No Change
Elgin Whirlwind Sweeper	2014	Purchased	\$285,623	No Change

Street Finance Report for West Des Moines 2020

Project Description	Contract Price	Final Price	Contractor Name
2018 Patching & Medians Program Intersection	\$889,098	\$973,927	The Concrete Contracting Company
Improvements-S.51st & Mills Civic Parkway and Mill Civic Parkway & Mall Entrance	\$209,602	\$230,091	Absolute Concrete
2018 HMA Resurfacing Program The Parkway Turn Land on South Jordan Creek Parkway	\$2,100,275	\$2,140,451	Des Moines Asphalt & Paving
Mills Civic Parkway-South Jordan Creek Parkway to South 81st St	\$178,269	\$172,167	Absolute Concrete
E.P. True Parkway Widening Booneville Road Bridge over Sugar Creek	\$2,123,552	\$2,077,597	Alliance Construction Group, LLC
Ashworth Road Improvements - 81st Street to 88th Street	\$1,382,920	\$1,398,557	Concrete Technologies Inc.
South Grand Prairie Parkway-SW Madison Ave to Raccoon River Drive	\$1,753,323	\$1,737,793	Herberger Construction
2019 HMA Resurfacing Program 2018 Durable Pavement Markings Program	\$3,482,919	\$3,489,844	Concrete Technologies Inc.
Intersection Improvements-Mills Civic Parkway & South Jordan Creek Parkway and Coachlight Drive & S. Jordan Creek Parkway	\$12,198,573	\$12,299,475	S.M. Hentges & Sons Inc.
ADA Sidewalk Improvements Ashworth Road Improvements-Jordan Creek Parkway to 81st St	\$2,101,647	\$2,016,189	Des Moines Asphalt & Paving
	\$108,535	\$108,988	Quality Striping Inc.
	\$220,485	\$214,069	Henriksen Contracting, LLC
	\$174,276	\$172,710	MNM Concrete Specialist
	\$2,507,084	\$2,469,576	Alliance Construction Group, LLC

Street Finance Report for West Des Moines 2020

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$13,148,304			\$38,548,485		\$51,696,789
Expense	\$14,095,086	\$25,725,711	\$10,090,355	\$17,775,803	\$70,174,230	\$334,709	\$138,195,894
Revenue	\$14,095,086	\$12,577,407	\$10,090,355	\$17,775,803	\$31,625,745	\$334,709	\$86,499,105
Ending Balance							

Resolution Number:

Execution Date:

Signature:

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

**4(m) 1**

**DATE: September 21, 2020**

**ITEM:**

Resolution - Ordering Construction  
Raccoon River Basin Segment 5 – Gravity Sewer

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Raccoon River Basin Segment 5 – Gravity Sewer is \$1,025,945.00. Payments will be made from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, October 14, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, October 19, 2020. The contract would be awarded on Monday, October 19, 2020 and work will begin shortly thereafter.

The project includes the construction of approximately 5,000 feet of 15-inch gravity sewer extended west of the Raccoon River Basin Segment 5 Lift Station currently being constructed along the west side of SW Grand Prairie Parkway just south of the Raccoon River. The project is anticipated to be constructed by July 1, 2021.

**OUTSTANDING ISSUES:**

None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Raccoon River Basin Segment 5 – Gravity Sewer.
- Fixing 2:00 p.m. on Wednesday, October 14, 2020 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

**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	September 14, 2020		
Recommendation	Yes	No	Split

**RESOLUTION ORDERING CONSTRUCTION AND NOTICE OF PUBLIC HEARING ON  
PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND  
DIRECTING ADVERTISEMENT FOR BIDS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
IOWA,** that the following described public improvement:

**Raccoon River Basin Segment 5– Gravity Sewer  
Project No. 0510-060-2015**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Veenstra & Kimm, Inc. of West Des Moines, Iowa and now on file in the office of the City Clerk.

**BE IT FURTHER RESOLVED,** that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of the City Clerk for public inspection.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, October 19, 2020, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, October 14, 2020.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, October 14, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, October 19, 2020 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this **21st** day of **September, 2020.**

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk



CITY OF WEST DES MOINES  
 RACCON RIVER BASIN SEGMENT 5 - GRAVITY SEWER  
 ESTIMATE OF COST

14-Sep-20

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Sanitary Sewer in Place - 15"	LF	4857	\$160	\$777,120
2	Manholes - Type SW 301 - 48"	EA	13	\$6,000	\$78,000
3	Connect to Existing Sewer	EA	1	\$2,500	\$2,500
4	Video Inpsection of Sanitary Sewer	LF	4975	\$3	\$14,925
5	Rip-Rap	TON	100	\$50	\$5,000
6	3" Clean Rock	TON	20	\$50	\$1,000
7	7" Reinforced PCC Pavement	SY	630	\$80	\$50,400
8	Stabilizing Material	TON	100	\$40	\$4,000
9	Clearing and Grubbing	LS	1	\$20,000	\$20,000
10	Erosion Control	LS	1	\$30,000	\$30,000
11	Seeding	ACRE	11.5	\$2,000	\$23,000
12	Construction Staking	LS	1	\$10,000	\$10,000
	Traffic Control	LS	1	\$10,000	\$10,000
Estimated Construction Cost					\$1,025,945

I hereby certify that this engineer's estimate of cost was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the Stat of Iowa.

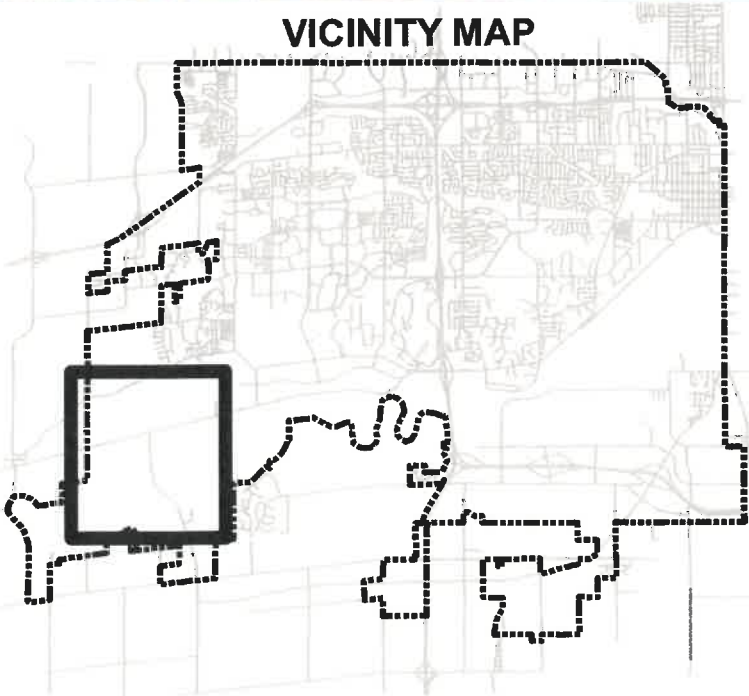
  
 H. Robert Veenstra Jr., P.E.

Iowa License No. 9037  
 My license renewal date is December 31, 2020









**VICINITY MAP**



**LEGEND**

- EXISTING LIFT STATION 
- GRAVITY SEWER 
- EXISTING FORCEMAIN 
- EXISTING SEWER 



PROJECT:

**Raccoon River Basin Segment 5 Sewer - Gravity Sewer**

LOCATION:

**Exhibit "A"**

DRAWN BY: TKA

DATE: 9/14/2020

PROJECT NUMBER/NAME: 0510-060-2015

SHT. 1 of 1

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

**DATE:** September 21, 2020

**ITEM:** Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Valley View Aquatic Center Three Meter Diving Platform

**FINANCIAL IMPACT:** None at this time. The preliminary estimated cost of the project is \$185,000. Project expenses will be paid from budgeted funds in the Valley View Park Aquatic Center Three Meter Diving Platform CIP project (0763 001 0510 051 2020). There is \$189,000 available in this project account.

**BACKGROUND:** The project will add a Three Meter Platform on the east side of the Deep Pool at Valley View Aquatic Center. A new one meter diving board will also be moved to the east side to meet clearance requirements on each side of the one and three meter structures. The shade structure on the east side of the Deep Pool will be moved and re-installed to the north side of the pool. Pool ladders will be moved to better exit points for safety reasons and the concrete deck will be expanded on the east side to allow better patron flow around the one and three meter platforms.

Valley View Aquatic Center will be one of only a few aquatic centers in Iowa to have a three meter platform. Ames and Ankeny also have a three meter platform.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council approve the Resolution.

**Lead Staff Member:** Ryan Penning, Superintendent of Recreation

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks and Recreation <i>SO</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>CS</i>
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>RP</i>

<b>PUBLICATION(S)</b> (if applicable)		<b>SUBCOMMITTEE REVIEW</b> (if applicable)	
Published In	N/A	Committee	N/A

Dates(s) Published	
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Date Reviewed			
Recommendation	Yes	No	Split

**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications,  
Form of Contract, Estimate of Cost and  
Directing Advertisement for Bids**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,** that the following described public improvement:

**Valley View Aquatic Center Three Meter Diving Platform**

is hereby ordered constructed according to the Plans and Specifications prepared by Waters Edge Aquatic Design and now on file in the office of City Clerk.

**BE IT FURTHER RESOLVED,** that the detailed Plans and Specifications, Form of Contract, Bid Security and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of City Clerk for public inspection.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **Monday, October 19, 2020** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, October 14, 2020.**

**BE IT FURTHER RESOLVED,** that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or Deputy City Clerk at 2:00 o'clock p.m. on **Wednesday, October 14, 2020** and the results of said bids shall be considered at a meeting of this Council on **Monday, October 19, 2020** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 21<sup>st</sup> day of **September, 2020.**

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

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

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

**DATE: September 21, 2020**

**ITEM:**

Resolution - Accepting Public Improvements  
Mill Ridge Plat 4

**FINANCIAL IMPACT:**

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

**BACKGROUND:**

McAninch Corporation and Alliance Construction have substantially completed the installation of public sanitary sewer, storm sewer, and paving at Mill Ridge Plat 4 in accordance with the plans prepared by Civil Design Advantage and the specifications of the City. These improvements have been inspected by the City.

**OUTSTANDING ISSUES:**

None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Public Improvements for Mill Ridge Plat 4.

**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	September 14, 2020		
Recommendation	Yes	No	Split

## RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

**WHEREAS**, a Preliminary Plat for Mill Ridge Plat 1 was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on March 21, 2016; and

**WHEREAS**, a Final Plat for Mill Ridge Plat 4 was submitted for review by the City Council of West Des Moines, Iowa, on October 21, 2019 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 Mill Ridge Plat 4 at their meeting on October 21, 2019 subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities; sureties were provided for said Public Improvements in lieu of completion with the Final Plat approval; and

**WHEREAS**, on June 7, 2019 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

### Mill Ridge Plat 4

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, the public sanitary sewer, storm sewer, and paving for Mill Ridge Plat 4 are hereby accepted and are hereby dedicated for public purposes.

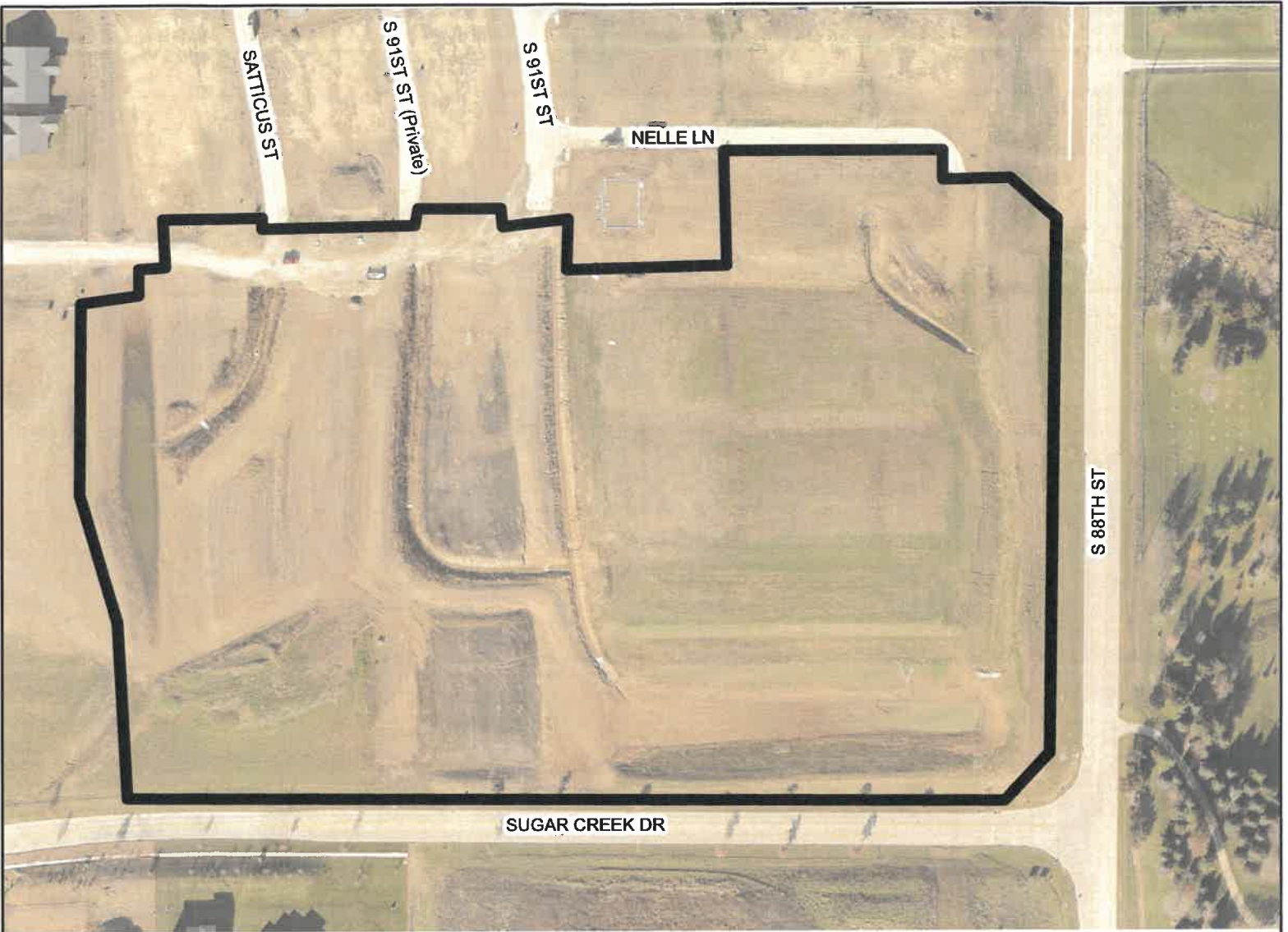
**BE IT FURTHER RESOLVED**, sureties for construction of the public improvements for Mill Ridge Plat 4 are hereby released.

**PASSED AND APPROVED** this 21st day of September, 2020.

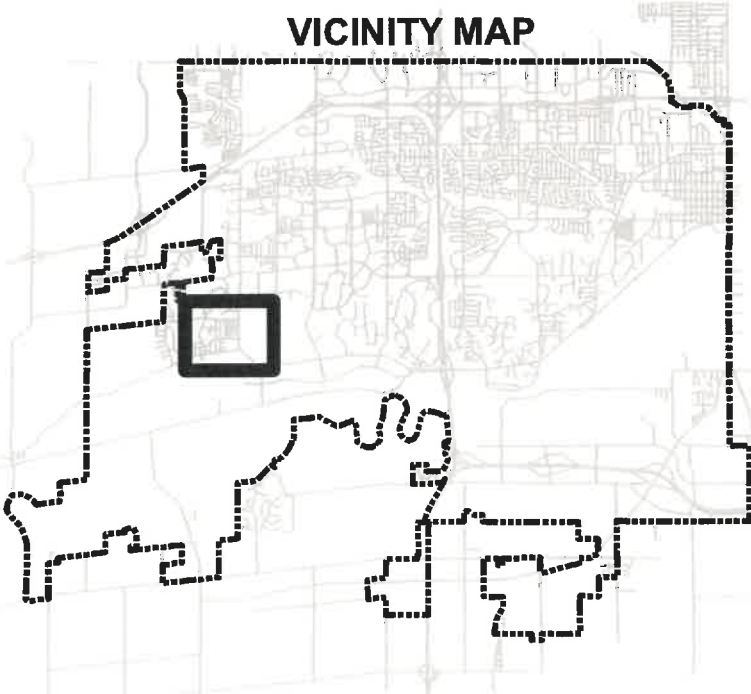
\_\_\_\_\_  
Steven K Gaer, Mayor

ATTEST:

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



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**MILL RIDGE PLAT 4**

LOCATION:

**EXHIBIT "A"**

DRAWN BY: TKA

DATE: 9/14/2020

PROJECT NUMBER/NAME:

MILL RIDGE PLAT 4

SHT. 1 of 1



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

**4(n)2**

**DATE: September 21, 2020**

**ITEM:**

Resolution - Accepting Public Improvements  
The Parkways Lot 4 Sanitary Sewer

**FINANCIAL IMPACT:**

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

**BACKGROUND:**

Corell Contractor, Inc. has substantially completed the installation of public sanitary sewer at The Parkways Lot 4 in accordance with the plans prepared by Shive-Hattery, Inc. and the specifications of the City. These improvements have been inspected by the City.

**OUTSTANDING ISSUES:**

None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Public Improvements for The Parkways Lot 4 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
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

**SUBCOMMITTEE REVIEW (if applicable)**

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

Published In	
Dates(s) Published	

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

## RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

**WHEREAS**, a Preliminary Plat for The Parkways was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on May 15, 2017; and

**WHEREAS**, a Final Plat for The Parkways was submitted for review by the City Council of West Des Moines, Iowa, on August 21, 2017 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 The Parkways at their meeting on August 21, 2017 subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities; sureties were provided for said Public Improvements in lieu of completion with the Final Plat approval; and

**WHEREAS**, a Site Plan located on The Parkways Lot 4 was submitted, reviewed and administratively approved on November 9, 2018; and

**WHEREAS**, on November 12, 2018 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

### **The Parkways Lot 4 Sanitary Sewer**

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, the public sanitary sewer for The Parkways Lot 4 Sanitary Sewer are hereby accepted and are hereby dedicated for public purposes.

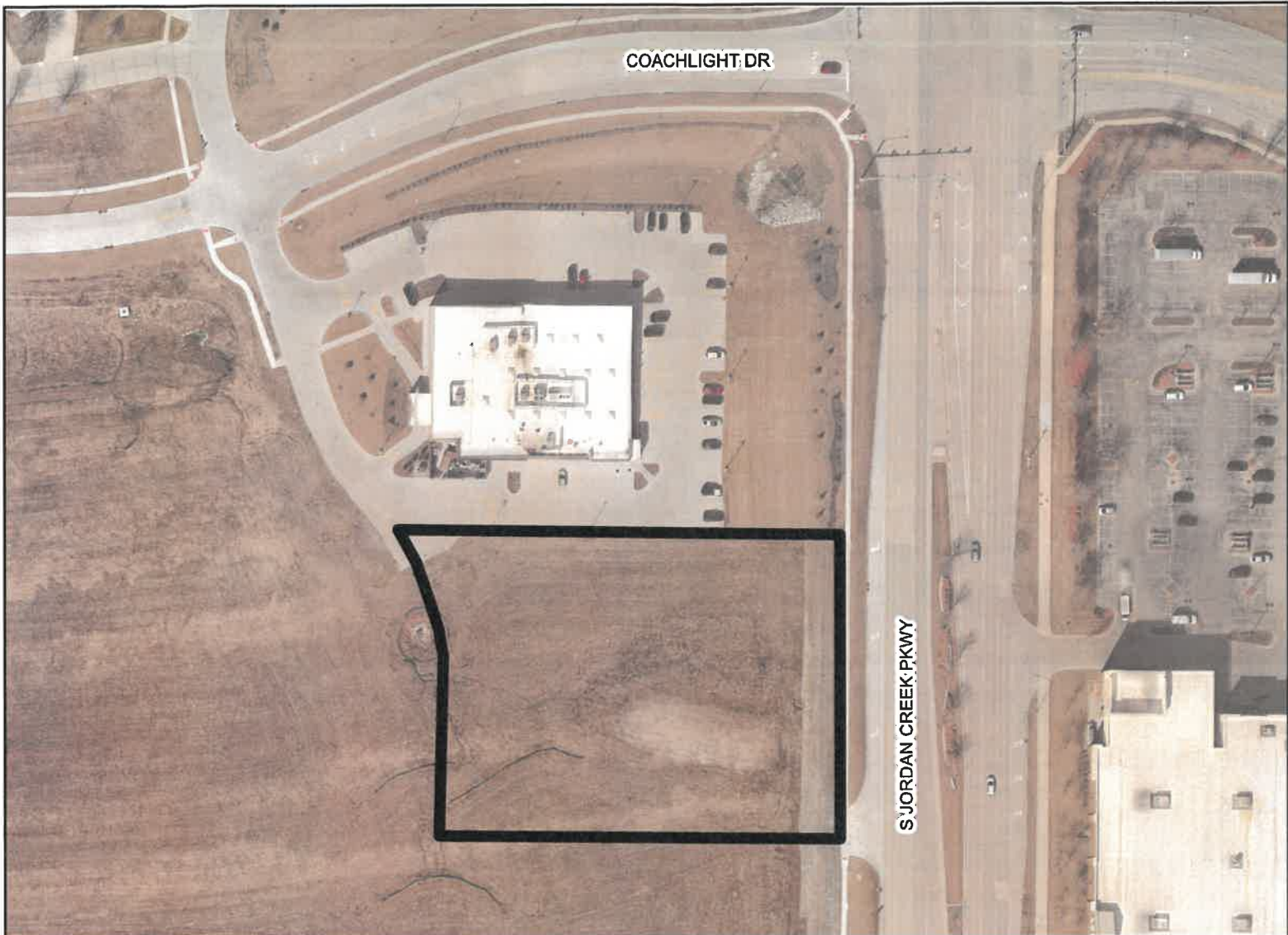
**BE IT FURTHER RESOLVED**, performance sureties for construction of the public improvements for The Parkways Lot 4 Sanitary Sewer are hereby released.

**PASSED AND APPROVED** this 21st day of **September, 2020**.

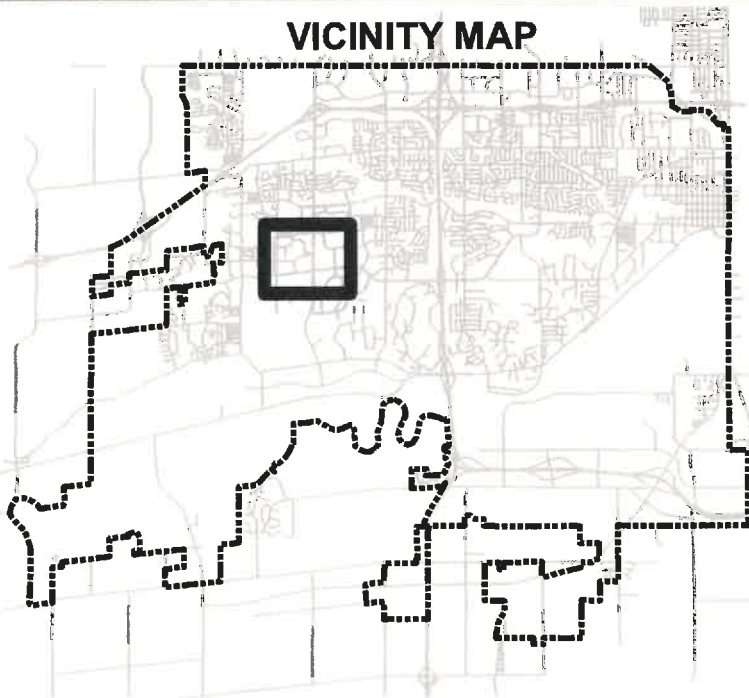
\_\_\_\_\_  
Steven K Gaer, Mayor

ATTEST:

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



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**THE PARKWAYS PLAT 01 LOT 4 - SANITARY SEWER**

LOCATION:

**EXHIBIT "A"**

DRAWN BY: TKA

DATE: 9/15/2020

PROJECT NUMBER/NAME:

THE PARKWAYS PLAT 01 LOT 4

SHT. 1 of 1

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

**DATE: September 21, 2020**

**ITEM:**

Resolution - Approving Professional Services Agreement  
West Grand Business Park - Booneville Road to Grand Avenue

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$397,540.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$217,740.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Mills Parkway Urban Renewal Area Subdistrict 9.

**BACKGROUND:**

Approval of this action authorizes Kirkham Michael & Associates, Inc. to perform the professional services necessary for the reconstruction of Booneville Road from the east property line of DMACC West Campus to Glen Oaks Drive, the reconstruction of Glen Oaks Drive connection to Grand Avenue, an extension of Raccoon River Drive from Grand Avenue to Booneville Road, and a temporary traffic signal at the intersection of Grand Avenue & Raccoon River Drive. City Council approved a Development Agreement with Galloway Holdings, LLC and JCG Equity, LLC on September 8, 2020 for this project, also known as Project Galloway and Oaks on Grand.

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:

- Resolution Approving Professional Services Agreement for West Grand Business Park - Booneville Road to Grand Avenue.

**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	<i>Ad</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, funding is available for the following described public project:

**West Grand Business Park - Booneville Road to Grand Avenue  
Project No. 0510-005-2020**

and,

**WHEREAS**, said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared; and

**WHEREAS**, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Kirkham Michael & Associates, Inc.;

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Kirkham Michael & Associates, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines:

<b>Basic Services of the Consultant</b>	<b>\$397,540.00</b>
<b>Resident Consultant Services</b>	<b><u>\$217,740.00</u></b>
<b>Total</b>	<b>\$615,280.00</b>

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Kirkham Michael & Associates, Inc., is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Kirkham Michael & Associates, Inc., for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** on this **21st** day of **September, 2020**.

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

ATTEST:

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

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 21st day of September, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and KIRKHAM MICHAEL & ASSOCIATES, INC., (Fed. I.D. #47-0365085), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

### 1. SCOPE OF SERVICES

Services provided under this Agreement for the West Grand Business Park – Booneville Road to Grand Avenue (Project No. 0510-005-2020) shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

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

### 3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 397,540.00
II. Resident Consultant Services	\$ 217,740.00
Total	\$ 615,280.00

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

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

### 4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant

or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Kirkham Michael & Associates, INC.  
Attn: Gregory D. Cabalka, Vice President  
Address: 4390 114<sup>th</sup> Street  
City, State: Urbandale, IA 50322

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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



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

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

#### 15. INTERPRETATION

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

#### 16. COMPLIANCE WITH FEDERAL LAW

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

#### 17. SOLICITATION AND PERFORMANCE

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

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

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

#### 19. TAXES

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

#### 20. SEVERABILITY

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

#### 21. MISCELLANEOUS HEADINGS

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

#### 22. FURTHER ASSURANCES

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

#### 23. COUNTERPARTS

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

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

KIRKHAM MICHAEL & ASSOCIATES, INC.

CITY OF WEST DES MOINES

BY:   
\_\_\_\_\_  
Gregory D. Cabalka, V.P.

BY: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**ATTACHMENT 1**

**SCOPE OF SERVICES**

**West Grand Business Park – Booneville Road to Grand Avenue  
PROFESSIONAL CONSULTING SERVICES**

**WDM Project # 0510-005-2020**

## **INTRODUCTION**

This document presents the Consultant team's scope of services for design engineering and construction engineering related services required for the completion of design and resident engineering services for West Grand Business Park – Booneville Road to Grand Avenue in the City of West Des Moines, IA. The agreement and scope of services consists of two sections, I and II. Each section requires a separate authorization to proceed.

**Section I** is for basic services of the consultant for the design of project listed in the project description section. Basic design services generally include the preparation of construction plans and bidding phase services through a pre-construction meeting with the awarded contractor.

**Section II** is for resident consultant services. Engineer will provide construction administration and construction observation services for the project if requested by the City. This includes all meetings, observation, documentation required for the construction of the project. Materials testing will be completed by a City retained consultant.

## **Project Description**

The project design is for the reconstruction of Booneville Road to the West property line, the reconstruction of the Glen Oaks Drive connection to Grand Avenue, and the construction of a new roadway between Booneville Road and Grand Avenue that will include a temporary traffic signal at the Grand Avenue Intersection. The scope of work includes roadway design, coordination with the City of West Des Moines, coordination with property owners and their consultants, coordination with utility companies, and resident consultant services during the construction phase of the project. Features to be included in the project design are roadway reconstruction, temporary traffic signal design, utility design, potential right of way and easements, existing utility coordination, final plans, letting assistance, and construction phase services.

Design of the proposed improvements will be based off of the conceptual design provided by the City of West Des Moines shown on the next page.



**LEGEND**

- PROPOSED IMPROVEMENTS TO EXISTING
- PROPOSED IMPROVEMENTS TO NEW
- PROPOSED IMPROVEMENTS TO EXISTING
- PROPOSED IMPROVEMENTS TO NEW

**GRAND AVENUE IMPROVEMENTS**  
 14TH STREET TO 20TH AVENUE ALONG PARKWAY



PROJECT NO.	REVISIONS	NO.	DATE	BY	DESCRIPTION
PROJECT DATE: 2/7/2020	CHECKED BY:				
CAD DATE: 2/7/2020	DRAWN BY:				
CAD FILE: C:\p\workfiles\14thSt\02020\0205\01_02\GrandAve_Concept.dwg					
<b>SUBJECT TO CHANGE</b>					
<b>GRAND AVENUE IMPROVEMENTS</b> WEST DES MOINES, IA					
<b>EX.1</b>					



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## **DETAILED SCOPE OF SERVICES**

### **SECTION I: Basic Services of the Consultant**

#### **General:**

Preliminary and final design involves completion of plans and specifications ready to let for construction in accordance with the requirements of the City of West Des Moines. Progress meetings will be held with the City throughout the design process to ensure conformance with requirements and design understanding. The progress meetings will provide an opportunity to review the design as it develops allowing for efficient completion and adherence to project schedule.

### **TASK 1: Project Management**

#### **1.1 General Project Management**

This task will be ongoing throughout the project period. The Consultant Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members and sub-Consultants. The Consultant Project Manager will provide continuous project administration, management and coordination of tasks and activities, administration of the project Sharepoint site, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

#### **1.2 Meetings**

- 1.2.1 The Consultant will prepare for, and attend a project Kick-Off meeting to review the scope and schedule, and identify line of communications with the City and other consultants.
- 1.2.2 The Consultant will participate in project progress meetings. The Consultant will prepare and provide a report of activities at the meetings.
- 1.2.3 Prepare for, attend, and document additional coordination meetings that may be required to discuss the project with the City or other identified stakeholders.

#### **1.3 Coordination With Other Agencies**

The Consultant will coordinate their design with other appropriate agencies that are involved with this project.

#### **1.4 Quality Control / Quality Assurance**

The Consultant shall perform ongoing reviews of major design decisions and plan preparation, and perform detailed reviews of plans prior to submittals for completeness and quality.

### **TASK 2: Data Collection and Base Maps**

#### **2.1 Data Collection**

- 2.1.1 The Consultant will provide the field topographic, and utility surveys of the project area.
- 2.1.2 The consultant will request that utility locations be marked in the field by the utility companies to be verified against the provided survey. Any utilities that are not included in

the provided survey will be surveyed by the consultant including any visible above ground utility appurtenances such as valves, manholes, vaults, and junction boxes will also be located and surveyed.

- 2.1.3 At utility locations where a more accurate and detailed location is deemed necessary by the City or Consultant the Consultant shall arrange for and obtain hard locations of underground utilities through exposure of the utility via pot-holing and vacuum excavation or other approved means.

## **2.2 Base Maps / Plat Preparation**

- 2.2.1 The Consultant shall obtain original plats and research deeds to determine location of existing Right-of-Way lines and property lines and to verify ownership information in coordination with JCG Land Services through the city's contract with them.
- 2.2.2 Base maps will be prepared that depict all existing information, topography, right-of-way lines, property lines, property information, utilities, contours and spot elevations.
- 2.2.3 If necessary right-of-way and easement plats will be created for any acquisitions that are necessary to complete the project. Acquisition of right-of-way or easement areas will be completed by the City of West Des Moines or other consultant.
- 2.2.4 After Right-of-Way limits are determined the Consultant will stake corners of Right-of-Way to be acquired and the corners of easements required to construct the project.

## **TASK 3: Geotechnical Investigations**

### **3.1 Geotechnical Exploration and Report**

- 3.1.1 The Consultant shall retain a geotechnical engineering subconsultant to perform soil sampling and testing along the defined preliminary roadway alignment. A report on the findings of the soil sampling and testing will be provided including recommendations of the geotechnical engineer on embankment stabilization, subgrade preparation, and pavement thickness.

## **TASK 4: Design**

- 4.1 **Typical Sections:** Prepare typical roadway sections as applicable to the project.
- 4.2 **Legend and Utility Contact Information Sheet** shall be prepared.
- 4.3 **Roadway Plan and Profile:** Prepare roadway plan and profile sheets
- 4.4 **Horizontal and Vertical Alignments:** The Consultant shall develop horizontal alignments and vertical profiles for proposed roadway.
- 4.5 **Cross-Sections and Limits of Construction**
  - 4.5.1 Roadway cross-sections will be developed according to the roadway geometrics, typical sections and construction phasing plans. Cross sections will be finalized that reflect both the final graded section and any temporary grading sections required for construction purposes. These sections will be utilized to define the limits of construction to be reflected on the plans and utilized to design the Right-of-Way and easements.



- 4.5.2 Using the Digital Terrain Model (DTM) and the typical section, limits of construction will be determined. The limits of construction will be analyzed and adjustments will be made as necessary to minimize Right-of-Way and easement acquisition.
- 4.6 Traffic Control Sheets:** Preparation of sheets that depict the required construction signing necessary for construction and to identify any signage required for detour routes.
- 4.7 Traffic Signal Sheets:** Preparation of traffic signal sheets for the temporary traffic signal at the new roadway intersection with Grand Avenue.
- 4.8 Pavement Geometrics and Jointing:** The Consultant shall prepare sheets detailing pavement geometrics and jointing.
- 4.9 Pavement Markings and Signage:** The Consultant shall complete design of pavement markings and signage.
- 4.10 Storm Sewer Sheets:** The Consultant shall complete the detailed design of all aspects of the public storm sewer drainage system for the project. The Consultant will complete the final design of all pipes, inlets, manholes, junction boxes required for the public storm sewer system. Private utilities designed by others.
- 4.11 Water Main Sheets:** The Consultant will coordinate with the developers engineer to identify a corridor for water main on the south side of Booneville Road. Design of water main will be the responsibility of the developer.
- 4.12 Removal Sheets** shall be prepared and finalized that identify paving, trees, structures and other items to be removed as part of the project.
- 4.13 Sediment and Erosion Control Sheets** shall be prepared and finalized that identify the location and type of erosion control structures required for the construction of the project.
- 4.14 Sidewalk / ADA Ramps:** The Consultant shall complete S Sheets per Iowa DOT guidelines.
- 4.15 Street Light Design/Analysis:** The Consultant shall complete the analysis and layout of street lights for the new and reconstructed roadways.
- 4.16 Permit Applications / Agreements**
- The Consultant shall assist the City in preparation and submittal of the paperwork required to obtain permits. The Consultant shall copy the City's project manager on all applications being submitted.
- 4.17 Final Tabulations, Quantities, and Specifications:** the Consultant will calculate item quantities, and prepare and populate all applicable tabulations for inclusion in the final plan sheets according to City of West Des Moines policies and procedures. The Consultant will compile the data for all applicable tabulations, final estimates of quantities, and any special provisions for the project(s) in conformance with City of West Des Moines policies and procedures for inclusion in the final plan submittals.
- 4.18 Opinion of Probable Cost:** the Consultant will prepare interim and final opinions of probable construction cost based on the estimate of quantities using unit prices for similar construction as a base.

## **TASK 5: Utility Coordination**

### **5.1 Utility Location/Verification**

- 5.1.1 The consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.
- 5.1.2 The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.
- 5.1.3 Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs and time frames associated with the utility relocation.
- 5.1.4 The Consultant will coordinate early in the process with identified utility companies to determine placement of future utilities in the ultimate project corridor. The Consultant will design to avoid the utility or corrective adjustments will be designed so that underground construction for this project is compatible with other existing or planned underground facilities. Adjustment and construction of City owned utilities will be included as part of the construction documents.

## **TASK 6: Environmental Review and Clearances**

### **6.1 Environmental Review and Clearances**

- 6.1.1 The Consultant shall retain a subconsultant to provide environmental review and all necessary environmental clearances for the project. The following is included in this scope of services:
  - Wetland and WUS Delineation Report
  - Mitigation Plan and Section 404 Permit Application
  - T&E Habitat Assessment
  - Phase I Cultural Resource Survey
- 6.1.2 Under the new rules for the United States Army Corps of Engineers (USACE) regarding jurisdictional wetlands it is only anticipated that a Limited Wetland Evaluation (LWE) will be needed for this project due to the lack of adjacent perennial or intermittent channels. The LWE will be completed and sent to the USACE to request their concurrence that a 404 permit is not required for the project. If further work beyond the LWE is not required due to concurrence from the USACE the fee for this item will be reduced by \$24,300.00.

## **TASK 7: Advertisement, Bidding, and Award**

### **7.1 Advertisement, Bidding, and Award**

- 7.1.1 Engineer will provide plans, specifications, opinion of probable construction cost, and advertisements for bidding to the City.

- 7.1.2 Engineer will provide plans and specifications to contractors interested in bidding the project and answer questions about the design as requested. Engineer will issue addenda if needed, and will coordinate all related activities with the City. Engineer will conduct a pre-bid conference if requested by the City.
- 7.1.3 The Engineer will have a representative present when the bids are opened, make tabulation of bids for the City, advise the City on the responsiveness of the bidders, and assist the City in making the award of contract. After the awards are made, the Engineer will assist in the preparation of the necessary contract documents.

## **SECTION II: RESIDENT CONSULTANT SERVICES**

### **General:**

Upon authorization from the City, the Consultant will provide construction observation services. This section does not include providing field-testing of construction materials incorporated into the project nor preparing written reports that document compliance or non-compliance of construction materials. All materials testing shall be provided by consultant contracted with the City.

### **Task 1: Construction Consultation / Record Drawings**

#### **1.1 Construction Consultation**

- 1.1.1 The Consultant will respond to information requests from the resident engineer during construction of the project.
- 1.1.2 The Consultant will review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the project and conformance with the information given in the contract documents. The Engineer will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Engineer will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing, and approvals required.
- 1.1.3 The Resident Engineer shall make visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Engineer shall determine, in general, if such work is proceeding in accordance with the plans, and the Engineer shall keep the City informed of the progress of the work.
- 1.1.4 The Consultant shall issue necessary interpretations and clarifications of the plans and in connection therewith, prepare change orders as required. The consultant shall review and make recommendations regarding contractor progress payments. Such recommendations of payment will constitute a representation to the City based on such observations and review that the work has progressed to the point indicated, and that, to the best of the Engineer's knowledge, information, and belief, quality of work is in accordance with the Plans.

## **1.2 Record Drawings**

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures that deviate from plan drawings. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observation. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.

## **Task 2: Construction Observation**

- 2.1** The consultant shall provide part-time resident observation of the construction work by a full-time staff member of the Engineer or the Engineer. The consultant shall observe the performance of construction work and advise the Contractor and the city of non-complying work or materials incorporated into the project. All materials testing shall be provided by a consultant contracted with the City.

## **Task 3: Final Inspections and Project Close-Out**

- 3.1** The Engineer shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Engineer may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

## **TASK 4: Audits / Final Closeout**

- 4.1 Audits / Final Closeout**  
Engineer will update notes, record drawings (if required) and other materials documenting the project construction, and provide materials as required by the City, as final records of the work. Engineer will work with the City to resolve items in question or dispute in order to document satisfactory completion of the project.

**ATTACHMENT 2**  
**PROJECT SCHEDULE**

**West Grand Business Park – Booneville Road to Grand Avenue**  
**PROFESSIONAL CONSULTING SERVICES**

**WDM Project # 0510-005-2020**

## **PROJECT SCHEDULE**

### **SECTION I – DESIGN ENGINEERING**

Work shall commence upon receipt of a signed contract from the Owner, subject to any provisions for a delayed startup, if attached thereto. The following schedule dates are based on receiving a notice to proceed of September 22, 2020.

**Topographic Survey and Mapping: October 15, 2020**

**Preliminary Plans: January 15, 2021**

**Final Plans: February 26, 2021**

**Construction Letting – April 2021 (Subject to Property Acquisition)**

### **SECTION II – CONSTRUCTION ENGINEERING**

Upon authorization from the City, the Engineer will provide construction engineering services concurrent with construction, as needed to coordinate with the contractor and the city. Final project closeout documentation will be completed within 90 days after final payment to the contractor.

**ATTACHMENT 3**  
**SCHEDULE OF FEES**

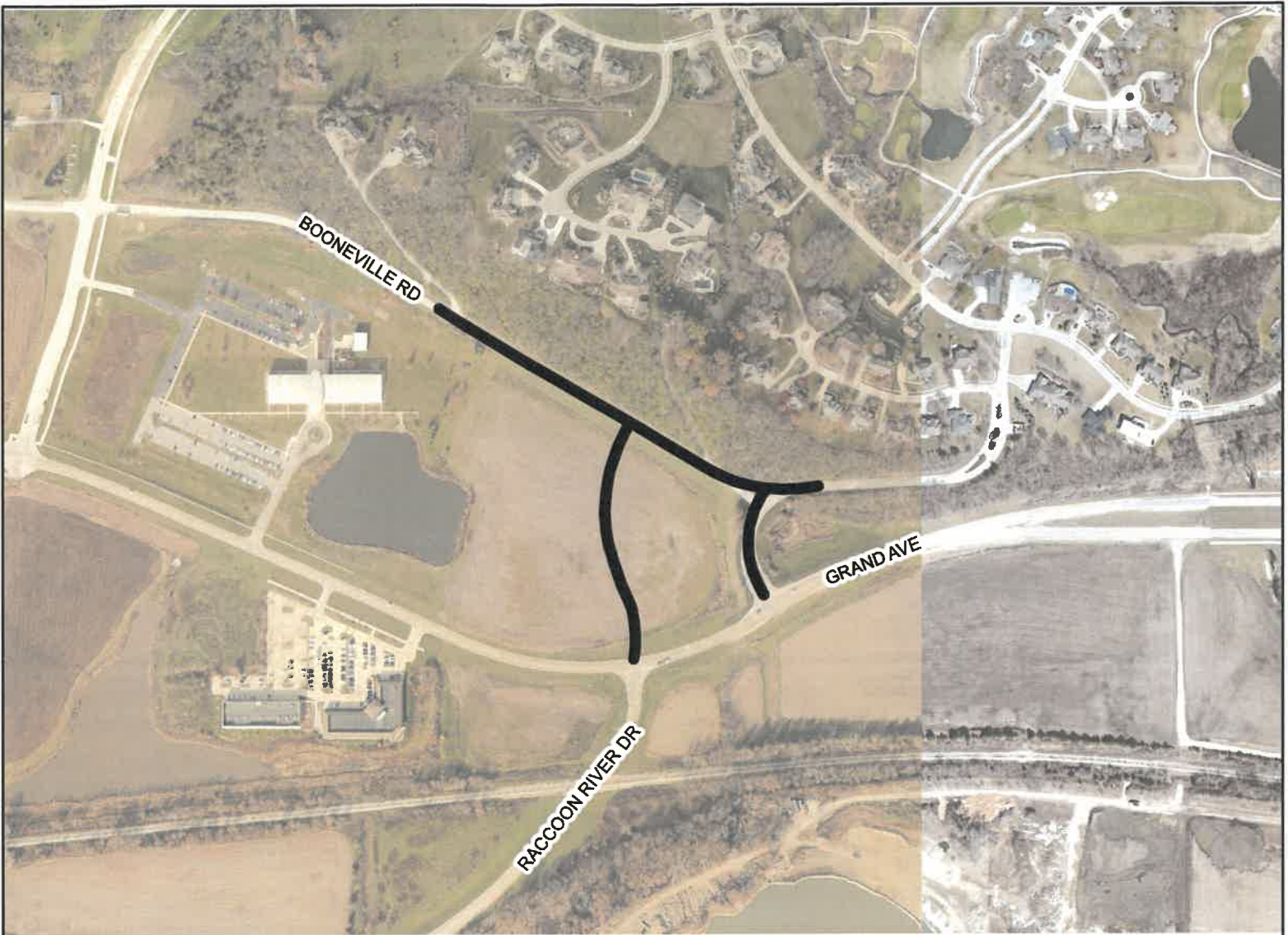
**West Grand Business Park – Booneville Road to Grand Avenue**  
**PROFESSIONAL CONSULTING SERVICES**

**WDM Project # 0510-005-2020**

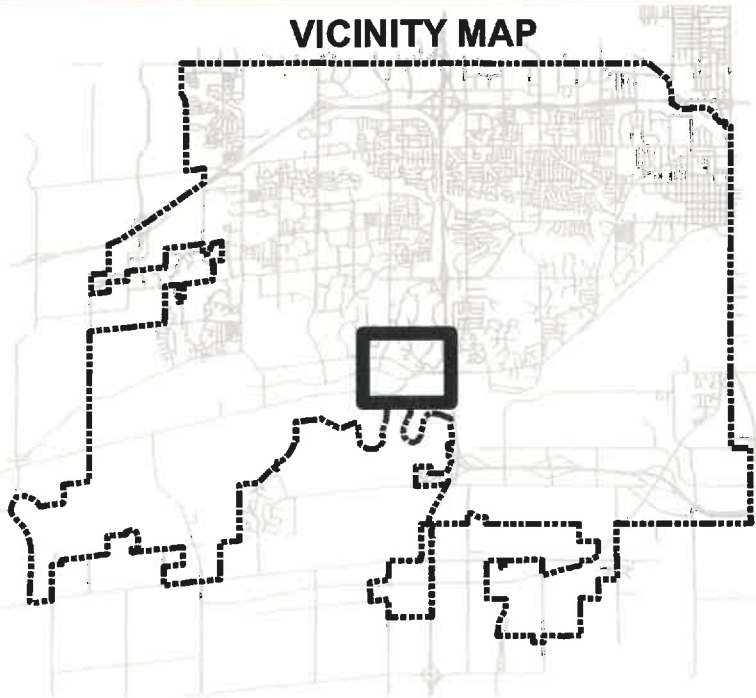
<b>Kirkham Michael (Iowa) 2020 Billing Rate Schedule by Classification</b>	
<b>KM Classification</b>	<b>2020 Billing Rate</b>
Principal / Operations Manager	\$195.00
Engineering Manager	\$185.00
Principal Engineer	\$175.00
Senior Scientist / NEPA Specialist	\$155.00
Senior Engineer	\$145.00
Associate Engineer	\$135.00
Engineering Intern 1	\$105.00
Engineering Intern 2	\$115.00
Engineering Intern 3	\$125.00
Design Manager	\$140.00
Design Technician	\$90.00
CADD Technician	\$85.00
Licensed Surveyor	\$200.00
Senior Project Surveyor	\$130.00
Project Surveyor	\$115.00
Survey Crew Chief	\$105.00
Construction Engineer	\$145.00
Construction Manager	\$115.00
Senior Construction Observer	\$95.00
Assistant Construction Observer / Technician	\$85.00
Administrative	\$80.00

Rates are subject to increase on January 1, 2021





**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**GRAND AVENUE IMPROVEMENTS**

LOCATION:

**Exhibit "A"**

DRAWN BY: TKA

DATE: 9/14/2020

PROJECT NUMBER/NAME: 0510-005-2020

SHT. 1 of 1

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

**DATE: September 21, 2020**

**ITEM:**

Resolution – Approving Proposal from MidAmerican Energy Company to Extend Electrical Services Utility Service to Future SW Public Safety Station

**FINANCIAL IMPACT:**

The cost of this work is estimated to be \$287,879.66 for extending underground electric service from the Raccoon River Basin Segment 5 Lift Station south to the future SW Public Safety Station. The actual costs may vary from estimates and will be determined at the time of construction. These improvements can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Osmium Urban Renewal Area TIF.

**BACKGROUND:**

The City is currently constructing the Raccoon River Basin Segment 5 Lift Station along the west side of SW Grand Prairie Parkway just south of the Raccoon River. City Council approved a Proposal with MidAmerican Energy on December 16, 2019 in the amount of \$540,788.12 to extend underground electric service to serve this lift station. The Proposal being entertained herein is for the further extension of underground electric service to the south to the approximate location of the future SW Public Safety Station. Planned developments south of the Raccoon River adjacent to SW Grand Prairie Parkway will also be serviced by this underground electric service extension. The City is currently awaiting a similar proposal from MidAmerican Energy for a gas main extension to service this same area.

**OUTSTANDING ISSUES:**     None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Proposal from MidAmerican Energy Company to Extend Electrical 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
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING PROPOSAL**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed the extension of underground electric service for the following described public improvement:

**Utility Service to Future SW Public Safety Station  
Project No. 0510-060-2015**

**WHEREAS**, a proposal has been received from MidAmerican Energy Company, a franchised utility, to perform said work; and,

**WHEREAS**, the estimated costs for said work is \$287,879.66;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the proposal from MidAmerican Energy Company be accepted and approved.

**PASSED AND APPROVED** on this 21st day of September, 2020.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk



MidAmerican Energy  
PO BOX 657  
Des Moines, IA 50306

September 14<sup>th</sup>, 2020

City of West Des Moines  
Attention: Jason Schlickbernd, P.E.  
4200 Mills Civic Parkway, 2E  
West Des Moines, Iowa 50265  
[Jason.Schlickbernd@wdm.iowa.gov](mailto:Jason.Schlickbernd@wdm.iowa.gov)

Reference: Three phase underground electrical extension to future West Des Moines Public Safety Building on South Grand Prairie Parkway. WMIS: **2811029**

Dear Mr. Schlickbernd:

We are pleased to submit one (1) copy of the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return (1) copy of the proposal as soon as you are ready to commit to the work. You may withhold payment until completion of work. In the meantime, please keep me informed of your schedule. After we have received your signed proposal, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6742.

Sincerely,  
MidAmerican Energy Company

Scot Enger  
Customer Project Coordinator

## MIDAMERICAN ENERGY COMPANY

### REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL FOR SPECULATIVE USE – WMIS 2811029

MidAmerican Energy Company, an Iowa corporation and the City of West Des Moines ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to a new Public Safety Building site on South Grand Prairie Parkway in West Des Moines, IA.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the signed proposal and agreement to pay the actual costs after the completion of work, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. The estimated cost of this work is **\$287,879.66** which is a refundable Advance for Construction. Since this project is over \$100,000 you are required by tariff to pay actual costs reasonable and necessary upon completion of the work. The project may be more or less than the original estimate. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
  - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a ten-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
  - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
  - d. Revenue for un-metered private lighting shall not be included in any refund.
  - e. No refunds shall be made for revenue received after ten (10) years from the date of the original advance payment.
  - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
  - g. No refunds shall be made for customers served from a further extension of the above described electric line extension. Distribution System Expansions without end-user attachments shall not be eligible for refunds unless the following circumstances are met: If a Distribution System Expansion connected during the ten year period off of an already existing Distribution System Expansion, the Revenue Credit shall be applied to the new Expansion first. Any Revenue Credit remaining shall be applied to the connected existing Expansions provided that they have not received a full reimbursements for its Refundable Advance and are within the ten year attachment period. The Revenue Credit will continue to apply to connected existing Expansions until the Revenue Credit is either exhausted, the ten year attachment period has closed, or all Refundable Advances have been reimbursed in full. Total refunds for any Expansion shall not exceed the original Refundable Advance.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3<sup>rd</sup> party easement is required any cost associated in obtaining the easement will be paid by the applicant.

7. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.
8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 14th day of September, 2020.

MIDAMERICAN ENERGY COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

APPLICANT:

By: \_\_\_\_\_

Title: \_\_\_\_\_







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

**ITEM:**

**DATE: September 21, 2020**

Resolution - Approving Highway-Rail Signal Interface Agreement  
Traffic Signal – Grand Avenue & Scenic Valley Drive  
Iowa Interstate Railroad, LTD (IAISRR)

**FINANCIAL IMPACT:**

The cost of interfacing the City’s traffic signals at the Grand Avenue & Scenic Valley Drive intersection with the IAISRR’s grade crossing warning devices to allow for preemption is \$46,614.60. All costs for execution of this Agreement can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

**BACKGROUND:**

At the time the City initiated this project, the IAISRR already had grade crossing warning devices installed at the railroad crossing closest to the Grand Avenue & Scenic Valley Drive intersection. The City has since constructed the traffic signals at the intersection of Grand Avenue & Scenic Valley Drive intersection in coordination with the IAISRR. These new traffic signals cannot be activated due to lack of interconnection with the grade crossing warning devices for preemption. IAISRR has seen lengthy delays in making the necessary interconnections due to difficulty in finding a contractor. They also determined that the interconnections are more complicated than originally thought and required a formal agreement to solidify the intentions and responsibilities.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Approving Highway-Rail Signal Interface Agreement.

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

**STAFF REVIEWS**

Department Director	Brian J. Hemesath, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinki, City Attorney
Agenda Acceptance	<i>JS</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

**Resolution Approving Highway-Rail Signal Interface Agreement**

**WHEREAS**, funding is available for the following described public project:

**Traffic Signal – Grand Avenue & Scenic Valley Drive  
Project No. 0510-053-2018**

and,

**WHEREAS**, the City of West Des Moines has constructed new traffic signals at the Grand Avenue & Scenic Valley Drive intersection with intentions to allow for preemption with Iowa Interstate Railroad’s existing grade crossing warning devices; and

**WHEREAS**, to allow for preemption to occur, Iowa Interstate Railroad needs to upgrade and interface with their existing controls at the grade crossing nearest the Grand Avenue & Scenic Valley Drive intersection; and

**WHEREAS**, the Engineering Services Department has obtained a written Agreement from Iowa Interstate Railroad which necessitates the following cost to the City of West Des Moines;

<b>Highway-Rail Signal Interface</b>	<b>\$46,614.60</b>
--------------------------------------	--------------------

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the City Clerk is authorized and directed to enter into an Agreement with Iowa Interstate Railroad for the cost indicated above as payment by the City of West Des Moines for the necessary interface.

**PASSED AND APPROVED** on this **21st** day of **September, 2020**.

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

ATTEST:

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

# HIGHWAY-RAIL SIGNAL INTERFACE AGREEMENT

Mile Post MP364.60  
U.S. DOT Number 603641Y  
Council Bluffs Subdivision

THIS HIGHWAY-RAIL SIGNAL INTERFACE AGREEMENT (hereinafter called, this "Agreement"), is entered into effective as of September 21, 2020 ("Effective Date"), by and between IOWA INTERSTATE RAILROAD, LTD., (hereinafter called, "IAIS"), and CITY OF WEST DES MOINES IOWA (hereinafter called, the "Agency").

## WITNESSETH

WHEREAS, railroad grade crossing warning devices are located at the intersection of Scenic Valley Drive and Grand Avenue, DOT # 603641Y, Mile Post MP 364.60, as indicated on Exhibit A attached hereto and made a part hereof;

WHEREAS, Agency desires to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A; and

WHEREAS, IAIS will allow the Agency to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A subject to the mutual covenants contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

### 1. PURPOSE

The purpose of this Agreement is as follows: provide for the installation and maintenance of the improvements described below at the Scenic Valley Drive at-grade crossing.

**2. SCOPE OF WORK**

- a. The Agency must provide IAIS in writing, using the Texas Department of Transportation Guide for Determining Time Requirements for Traffic Signal Preemption at Highway-Rail Grade Crossings Worksheet attached hereto and made part of this Agreement as Exhibit A, with the total preempt cycle time required from the start of the preempt cycle of highway traffic control signals until the arrival of the train at the highway-rail crossing.
- b. IAIS will provide an interface box with contact terminals at Agency's expense on the side of the railroad signal bungalow.
- c. Agency or its contractor will place all necessary cable and conduit on Railroad property with a minimum cover of four feet, except when crossing under railroad tracks, which will require a minimum cover of 15ft below base of rail.
- d. The Agency or its contractor will connect the highway traffic control signals to the contact terminals in the interface box, including all necessary cable and conduit.
- e. The Agency or its contractor must install the new highway traffic control signals.
- f. An estimate of the actual costs for IAIS work is shown on Exhibit B attached to and made a part of this Agreement. In the event installation of the IAIS improvements has not commenced within six (6) months following the effective date of this Agreement, IAIS may, in its sole and absolute discretion, revise the cost estimates set forth on Exhibit B. If the cost estimates are revised, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit B not specifically mentioned therein may be included as a part of this Agreement upon written approval of the Agency, which approval will not be unreasonably withheld.
- g. The Agency must pay IAIS for the actual costs of any work performed by IAIS under this Agreement within thirty (30) days of the date of the invoice for such work. During the construction of the IAIS improvements, IAIS may send Agency progressive invoices detailing the costs of the railroad work performed by IAIS under this Agreement. Upon completion of the improvements and all associated work, IAIS will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B.

**3. CONSTRUCTION AND MAINTENANCE**

- a. IAIS will operate and maintain, at its expense, the necessary relays and the other materials required to preempt the highway traffic control signals with the grade crossing warning devices.
- b. IAIS will to operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
- c. The Agency or its contractor must, at the Agency's expense, install the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.
- d. Following installation of the traffic control signals, the Agency will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.
- e. For any future inspections or maintenance, routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall refer to Section 7 below when needing to work with IAIS property.

#### 4. INDEMNIFICATION

Agency acknowledges and understands that at-grade crossings are inherently dangerous and that any persons or property thereon is in danger of injury and the AGENCY enters into this Agreement subject to such dangers. AGENCY therefore agrees to assume all risk of loss, damage, or destruction to IAIS's property or AGENCY's property or injury or death of any other person or entity on or about the at-grade crossing, or the personal injury or death of AGENCY's employees or agents or any other persons who are on or about the at-grade crossing, without regard to whether such loss, damage, injury, or death be occasioned by such causes as may be incident to or arising from locomotives, railroad equipment, trains, or cars, or in any respect from the operation, maintenance or improvements of the railway, including its grade crossing warning devices. Except for claims or causes of action arising from the sole negligence of the IAIS, AGENCY shall indemnify, defend, and hold harmless IAIS from all claims or causes of action for loss, damage, injury or death asserted against IAIS by any person arising from the use of the at-grade crossing.

To the extent AGENCY intends to utilize contractors to complete the AGENCY work contemplated herein, AGENCY agrees to require its contractors, as part of any contract relating to the AGENCY improvements or any repair or maintenance activities, to indemnify and save harmless the IAIS against all loss, liability, and damages that arise from the activities of the AGENCY or the AGENCY's contractors or any agents in the performance of the AGENCY improvements. AGENCY or its contractors will use all reasonable care to avoid accident,

damage, interference or delay to IAIS's operation while conducting any construction, maintenance, or repair activities pursuant to this Agreement.

AGENCY expressly assumes all liability for claims or actions brought by its own employees, and waives any immunity it may have under workers' compensation or industrial insurance acts to indemnify IAIS.

## **6. AGENCY CONTRACTOR REQUIREMENTS**

No Agency work performed by the Agency or its contractors may commence until such time as IAIS, in its sole discretion, determines whether any track protection services are necessary relative to the Agency's improvements. Should the IAIS determine such track protection is necessary, Agency agrees that it or its contractor will undergo any required contractor training after such time track protection services may be scheduled with the IAIS. Agency shall be responsible for all costs and expenses relative to contractor training and track protection services, said invoices to be remitted to IAIS within thirty (30) days of submission to Agency.

This obligation to complete contractor training and procure track protection services extends to any and all maintenance and repair activities required in this Agreement. Prior to commencing any such maintenance and repair activities, Agency shall contact IAIS, in accordance with Section 8 below, to schedule any training or track protection, which requirements shall be determined solely by IAIS. All costs and expenses associated with track protection and contractor training for maintenance and repair activities are the sole responsibility of the Agency, said invoices to be remitted to IAIS within thirty (30) days of submission to Agency.

## **7. INSURANCE**

Agency or its Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of Railway.
- ◆ Additional insured endorsement in favor of to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of Railway.
- ◆ Additional insured endorsement acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Statutory liability under the worker's compensation laws of the Iowa.
- ◆ Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of Railway.

D. Railroad Protective Liability insurance with **Railway** as the named insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.



The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the *Railway* prior to performing any work or services under this Agreement
- ◆ Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’s care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

Prior to commencing services, AGENCY or its contractors and subcontractors shall furnish to *Railway* an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

Iowa Interstate Railroad, Ltd.  
Attn: Brandy Sherwood  
5900 6<sup>th</sup> St SW  
Cedar Rapids, IA 52404

AGENCY shall notify *Railway* in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to *Railway* or with a current Best’s Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a “claims made” basis, AGENCY hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually AGENCY agrees to provide evidence of such coverage as required hereunder.

*Railway* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry.

If any portion of AGENCY’s work is to be subcontracted, AGENCY shall require any of its contractors, including any subcontractors, to shall provide and maintain insurance coverage(s) as set forth herein, and shall require that all contractors and subcontractor release, defend and indemnify *Railway* to the same extent and under the same terms and

conditions as AGENCY is required to release, defend and indemnify *Railway* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railway* to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of AGENCY's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by AGENCY or its contractors or subcontractors shall not be deemed to release or diminish the liability of AGENCY including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by *Railway* shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving *Railway* arising out of this agreement, AGENCY will make available any required policy covering such claim or lawsuit.

For purposes of this section, *Railway* shall mean "Iowa Interstate Railroad, Ltd.", and the, successor, assign or affiliates

8. **NOTICE**

Prior to commencing any construction of Agency work or maintenance and repair of the Agency work , Agency, its agents, employees, or assigns, or any contractor performing work on Agency work shall give written notice to the Chief Engineer of the IAIS not less than 10 days in advance of the date upon which work is to be started on the Agency work along with any written plans regarding or describing the work contemplated by Agency.

Iowa Interstate Railroad, Ltd.  
Attn: Chief Engineer  
5900 6<sup>th</sup> St SW  
Cedar Rapids, IA 52404

9. **MISCELLANEOUS PROVISIONS**

- a. This Agreement shall be interpreted in accordance with the laws of the State of Iowa.
- b. This Agreement shall be binding upon the successors or assigns of all parties. This Agreement may be executed and delivered in two counterparts, each of which so executed and delivered shall be deemed to be an original.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**IOWA INTERSTATE RAILROAD, LTD.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENCY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**[INSERT CROSSINGS WITH WARNING DEVICES HERE]**



**Texas Department of Transportation**  
**GUIDE FOR DETERMINING TIME REQUIREMENTS FOR**  
**TRAFFIC SIGNAL PREEMPTION AT HIGHWAY-RAIL GRADE CROSSINGS**

**RESET**

Form 2304  
(Rev. 7/17)

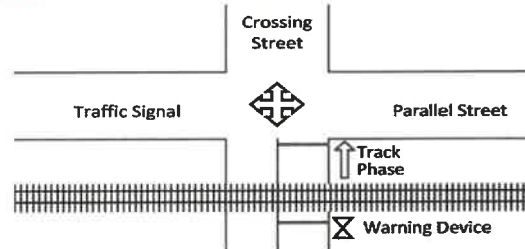
City   
 County   
 District

CSJ

Date

Completed by

District Approval



Parallel Street Name

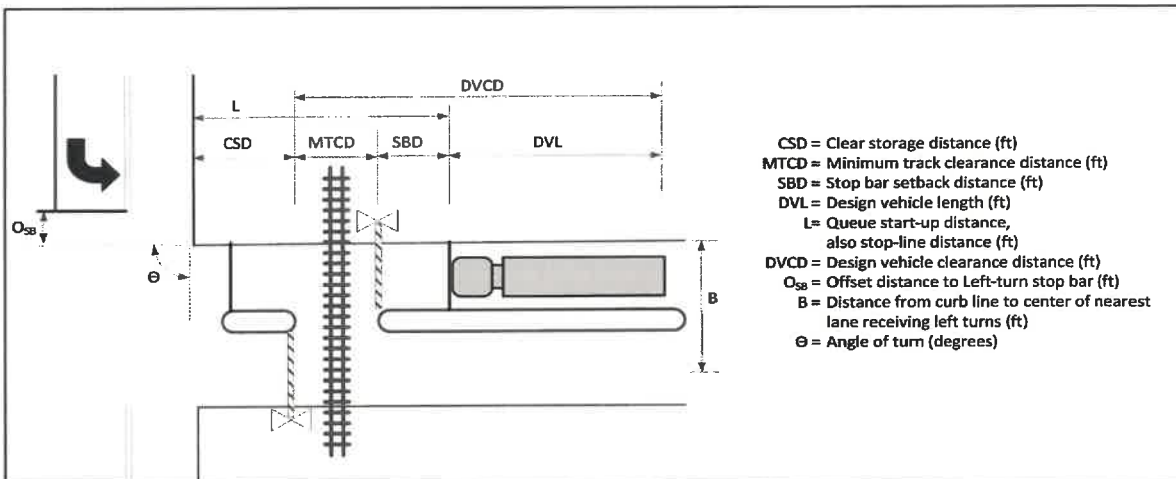
Crossing Street Name

Railroad   
 Crossing DOT#

Railroad Contact   
 Phone

**NOTE: After approval by the District, a copy of this form, along with the traffic signal design sheets and the phasing diagrams for normal and preempted operation, shall be placed in the traffic signal cabinet. See Section 7 for traffic signal timings.**

**SECTION 1: GEOMETRY DATA & DEFAULTS**



- CSD = Clear storage distance (ft)
- MTCD = Minimum track clearance distance (ft)
- SBD = Stop bar setback distance (ft)
- DVL = Design vehicle length (ft)
- L = Queue start-up distance, also stop-line distance (ft)
- DVCD = Design vehicle clearance distance (ft)
- O<sub>SB</sub> = Offset distance to Left-turn stop bar (ft)
- B = Distance from curb line to center of nearest lane receiving left turns (ft)
- Θ = Angle of turn (degrees)

**GEOMETRIC DATA FOR CROSSING**

1. Clear storage distance (CSD, feet) .....	1.	<input type="text" value="145"/>
2. Minimum track clearance distance (MTCD, feet) .....	2.	<input type="text" value="22"/>
3. Stop bar setback distance (SBD, feet) .....	3.	<input type="text" value="8"/>
4. Width of receiving approach (B, feet).....	4.	<input type="text" value="32"/>
5. Offset distance of left turn stop bar (O <sub>SB</sub> , feet).....	5.	<input type="text" value="10"/>
6. Approach grade. % ( 0 if approach is on downgrade) .....	6.	<input type="text" value="0.0"/>
7. Angle of turn at Intersection (Θ, degrees).....	7.	<input type="text" value="90"/>

**Remarks**

Enter "0" if no stop bar is present

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**DESIGN VEHICLE DATA**

8. Select Design Vehicle

School Bus     
  Intermediate Truck     
  Interstate Semi-Truck     
  Other

9. Default design vehicle length (feet) .....	9.	<input type="text" value="75"/>
a. Additional vehicle length, if needed (feet) .....	9a.	<input type="text" value="0"/>
10. Total design vehicle length (DVL, feet) .....	10.	<input type="text" value="75"/>
11. Centerline turning radius of design vehicle (R, feet).....	11.	<input type="text" value="41"/>
12. Passenger car vehicle length (LV, feet).....	12.	<input type="text" value="19"/>

Based on selected Design Vehicle

---

Use only if "Other" selected as Design Vehicle

---

Sum of line 9 and 9a

---

Based on selected Design Vehicle

---

Default value

---

**SECTION 2: RIGHT-OF-WAY TRANSFER TIME CALCULATION**

**Preempt verification and response time**

- 13. Preempt delay time (seconds) ..... 13. 0
- 14. Controller response time to preempt (seconds) ..... 14. 0.0
- 15. Preempt verification and response time (seconds): add lines 13 and 14 ..... 15. 0.0

**Remarks**

Manufacturer: \_\_\_\_\_  
Firmware Version: \_\_\_\_\_

**Worst-case conflicting vehicle time**

- 16. Minimum green time during right-of-way transfer (seconds) ..... 16. 10
- 17. Other green time during right-of-way transfer (seconds) ..... 17. 0
- 18. Yellow change time (seconds) ..... 18. 4.1
- 19. Red clearance time (seconds) ..... 19. 2.1
- 20. Worst-case conflicting vehicle time (seconds): add lines 16 through 19 ..... 20. 16.2

**Remarks**

Value may be adjusted to meet local conditions

**Worst-case conflicting pedestrian time**

- 21. Minimum walk time during right-of-way transfer (seconds) ..... 21. 0
- 22. Pedestrian clearance time during right-of-way transfer (seconds) ..... 22. 14
- 23. Vehicle yellow change time, if not included on line 22 (seconds) ..... 23. 3.4
- 24. Vehicle red clearance time, if not included on line 22 (seconds) ..... 24. 2.3
- 25. Worst-case conflicting pedestrian time (seconds): add lines 21 through 24 ..... 25. 19.7

**Remarks**

Value may be adjusted to meet local conditions

Refer to Instructions for pedestrian truncation guidance

**Worst-case conflicting vehicle or conflicting pedestrian time**

- 26. Worst-case conflicting vehicle or conflicting pedestrian time (seconds): maximum of lines 20 and 25 ..... 26. 19.7
- 27. Right-of-way transfer time (seconds): add lines 15 and 26 ..... 27. 19.7

**SECTION 3: QUEUE CLEARANCE TIME CALCULATION**

- 28. Are there left-turns towards the tracks?  Yes  No
- 29. Distance traveled by truck during left-turn (LTL, feet): ..... 29. 64
- 30. Travel speed of left-turning truck (S<sub>LTT</sub>, mph): ..... 30. 10
- 31. Distance required to clear left-turning truck from travel lanes on track clearance approach (feet): ..... 31. 159
- 32. Additional time required to clear left-turning truck from travel lanes on track clearance approach (seconds): ..... 32. 4.6
- 33. Worst-case Left Turning Truck time (seconds): if Line 28 = 'Yes', use line 32; otherwise Use 0 ..... 33. 4.6
- 34. Queue start-up distance, L (feet): add lines 1 through 3 ..... 34. 175
- 35. Time required for design vehicle to start moving (seconds): calculate as 2+(L+20) ..... 35. 10.8
- 36. Design vehicle clearance distance, DVCD (feet): add lines 2, 3 and 10..... 36. 105
- 37. Time for design vehicle to accelerate through the DVCD (seconds), level terrain ..... 37. 13.7
- 38. Factor to account for slower acceleration on uphill grade ..... 38. 1.00
- 39. Time for design vehicle to accelerate through DVCD (seconds), adjusted for grade: multiply lines 37 and 38 ..... 39. 13.7
- 40. Queue clearance time (seconds): add lines 33, 35 and 39 ..... 40. 29.0

**Remarks**

LTL =  $\lceil TRG/180$

Default value

Equation:  $(\text{line 4} + \text{line 5} + \text{line 12} - \text{line 11}) + \text{line 29} + \text{line 10}$

Equation:  $[(\text{line 31} * 3600) / (\text{line 30} * 5280) - \text{line 18} - \text{line 19}]$

**SECTION 4: MAXIMUM PREEMPTION TIME CALCULATION**

- 41. Right-of-way transfer time (seconds): line 27 ..... 41. 19.7
- 42. Queue clearance time (seconds): line 40 ..... 42. 29.0
- 43. Desired minimum separation time (seconds) ..... 43. 4.0
- 44. Maximum preemption time for Queue Clearance (seconds): add lines 41 through 43 ..... 44. 52.7

**Remarks**

Typical Value

**SECTION 5: SUFFICIENT WARNING TIME CHECK**

Remarks

- 45. Required minimum time, MT (seconds): per regulations ..... 45. 

20
----
- 46. Clearance time, CT (seconds): (line 2 -35) / 10  
(rounded up to nearest second)..... 46. 

0
---
- 47. Total minimum warning time, MWT, needed (seconds):  
add lines 45 and 46 (excludes buffer time and equipment response time)..... 47. 

20
----
- 48. Required advance preemption time (APT) from railroad (seconds):  
subtract line 47 from line 44, round up to nearest full second, enter 0 if less than 0 ..... 48. 

33
----
- 49. APT currently provided by railroad (seconds): Enter "0" if new crossing or signal ..... 49. 

30
----

If the required advance preemption time (line 48) is greater than the amount of advance preemption time currently provided by the railroad (line 49), additional warning time must be requested from the railroad. Alternatively, the maximum preemption time (line 48) may be decreased after performing an engineering study to investigate the possibility of reducing the values on lines 13, 16, 17, 21, 22 and 43.

Remarks:

**SECTION 6: TRACK CLEARANCE GREEN TIME CALCULATION (IF NO GATE DOWN CIRCUIT PROVIDED)**

**Preempt Trap Check**

Remarks

- 50. Warning Time Variability (Select One)
  - Consistent Warning Times
  - Low Warning Time Variability
  - High Warning Time Variability
- 51. APT required or provided (seconds): maximum of Line 48 or Line 49..... 51. 

33
----

See Instructions for details.
- 52. Multiplier for maximum APT due to train handling ..... 52. 

1.00
------
- 53. Maximum APT (seconds): multiply line 51 and 52 ..... 53. 

33.0
------
- 54. Minimum duration for the track clearance green interval (seconds) ..... 54. 

15
----
- 55. Track Clearance Green Time to avoid Preempt Trap (seconds): add lines 53 and 54 ..... 55. 

48.0
------

**Clearing of Clear Storage Distance**

- 56. Time waiting on left-turn truck (seconds): line 33 ..... 56. 

4.6
-----
- 57. Time required for design vehicle to start moving (seconds): line 35 ..... 57. 

10.8
------
- 58. Design vehicle clearance distance (DVCD, feet): line 36 ..... 58. 

105
-----

*If CSD ≤ DVL, you must clear the design vehicle through the entire CSD during the traffic clearance phase; however, if CSD > DVL, you should consider providing enough time to clear the design vehicle from the crossing.*

Is the clear storage distance (CSD) less than or equal to the design vehicle length (DVL)?

- YES. The design vehicle MUST clear through the entire CSD. (CSD will be entered in Line 59).
- NO. The design vehicle may clear through a portion of the CSD.

Do you want to clear the design vehicle through the entire CSD?

- YES. Clear the entire CSD. (CSD will be entered in Line 59).
- NO. Clear the crossing ONLY. (DVL will be entered in Line 59).

- 59. Portion of CSD to clear during track clearance phase (feet) ..... 59. 

145
-----
- 60. Design vehicle relocation distance (DVRD, feet): add lines 58 and 59 ..... 60. 

250
-----
- 61. Time required to accelerate design vehicle through DVRD (seconds), level terrain: ..... 61. 

21.9
------
- 62. Factor to account for slower acceleration on uphill grade ..... 62. 

1.00
------
- 63. Time required to accelerate design vehicle through DVRD (seconds), adjusted for  
grade: multiply lines 61 and 62 ..... 63. 

21.9
------
- 64. Time to clear portion of clear storage distance (seconds): add lines 56, 57 and 63 ..... 64. 

37.3
------
- 65. Track clearance green interval (seconds): maximum of lines 55 or 64, round up to nearest full second ..... 65. 

48
----

**Maximum Duration of Track Clearance Green after gates are down (In absence of a gate down circuit)**

- 66. Total time to complete track clearance green (seconds): line 27 + line 65 ..... 66. 

67.7
------
- 67. Total time before gates are down (seconds): subtract 5 seconds from line 44  
(per AREMA Manual) ..... 67. 

47.7
------
- 68. Maximum Duration of Track Clearance Green after gates are down (seconds): Line 66 - Line 67 ..... 68. 

20
----

**SECTION 7: SUMMARY OF CONTROLLER PREEMPTION SETTINGS**

69. Duration Time (seconds) .....	69.	0
70. Preempt Delay Time (seconds) .....	70.	0

<u>Remarks</u>	
Default Value	
From Line 13	

Right of Way Transfer Phase

71. Minimum Green Interval (seconds) .....	71.	10
72. Pedestrian Walk Interval (seconds) .....	72.	0
73. Pedestrian Clearance Interval (Flashing "DON'T WALK", seconds) .....	73.	14
74. Yellow Change Interval (seconds) .....	74.	4.1
75. All Red Vehicle Clearance (seconds) .....	75.	2.1

<u>Remarks</u>	
From Line 16	
From Line 21	
From Line 22	
From Line 18	
From Line 19	

Track Clearance Phase

76. Green Interval (seconds) (in the absence of gate down circuit) .....	76.	48
77. Green Interval (seconds) <u>with</u> gate down circuit .....	77.	29
78. Yellow Change Interval (seconds) .....	78.	4.1
79. All Red Vehicle Clearance (seconds) .....	79.	2.1

<u>Remarks</u>	
From Line 65	
From Line 40	
From Line 18	
From Line 19	

Exit Phase

80. Dwell/Cycle Minimum Green Time (seconds) .....	80.	0
81. Yellow Change Interval (seconds) .....	81.	4.1
82. All Red Vehicle Clearance (seconds) .....	82.	2.1

<u>Remarks</u>	
Default Value	
From Line 18	
From Line 19	

Remarks:



Project No:	18B0808
Sheet:	N.3
Drawn By:	KSB
Checked By:	TDK
Scale:	1" = 20'
Date:	10/09/19
Revision:	REVISION
Author:	FBGR REVISION

**SNYDER & ASSOCIATES, INC.**  
 2727 S.W. SNYDER BLVD.  
 AMENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

**WEST DES MOINES, IOWA**

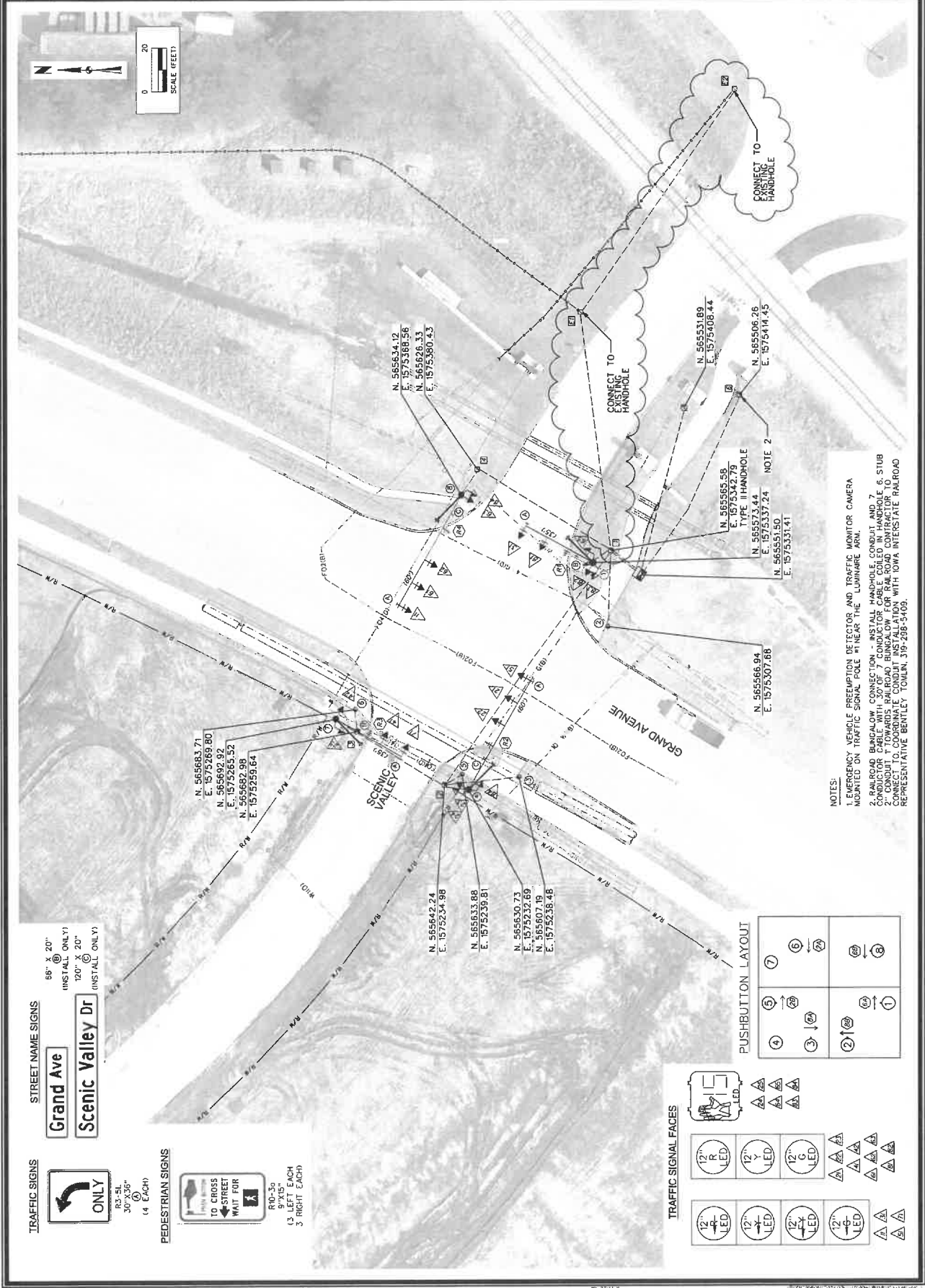
**LAYOUT**

**GRAND AVENUE AND SCENIC VALLEY DRIVE**



**SNYDER & ASSOCIATES**

Project No: 18B0808  
 Sheet: N.3



- NOTES:**
- EMERGENCY VEHICLE PREEMPTION DETECTOR AND TRAFFIC MONITOR CAMERA MOUNTED ON TRAFFIC SIGNAL POLE #1 NEAR THE LUMINAIRE ARM.
  - RAILROAD BUNGALOW CONNECTION - INSTALL HANDHOLE, CONDUIT AND 7 CONDUCTOR CABLE WITH 30' OF 7 CONDUCTOR CABLE COILED IN HANDHOLE. 6. STUB CONNECTION TO EXISTING CONDUIT. 7. COORDINATE WITH IOWA INTERSTATE RAILROAD REPRESENTATIVE BENTLEY TOWLIN, 319-298-5409.

**TRAFFIC SIGNS**

68" X 20" (INSTALL ONLY)  
 120" X 20" (INSTALL ONLY)

**STREET NAME SIGNS**

**Grand Ave**  
**Scenic Valley Dr**

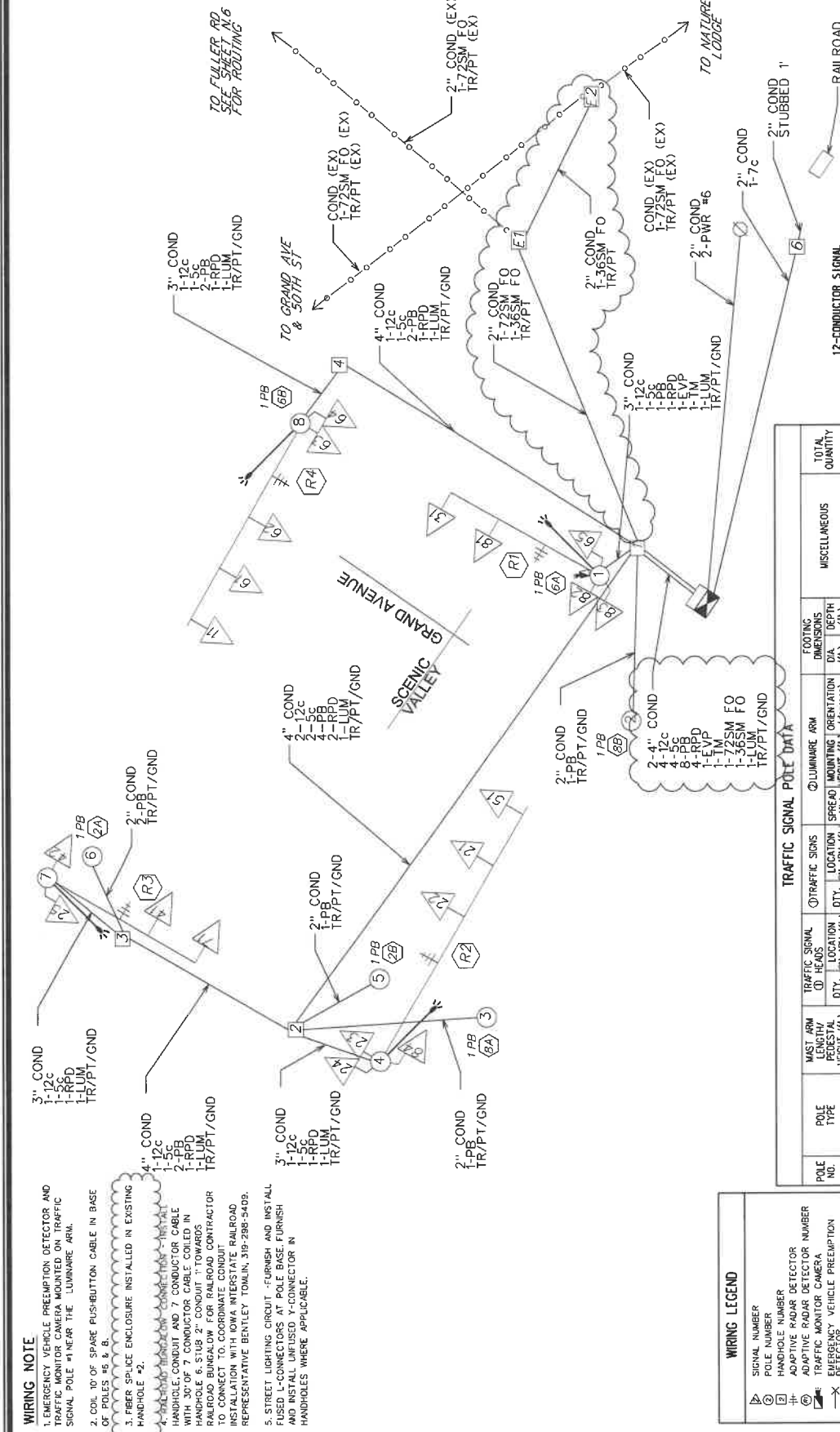
**PEDESTRIAN SIGNS**

R0-35  
 9" X 15"  
 13 LEFT EACH  
 5 RIGHT EACH

**TRAFFIC SIGNAL FACES**

**PUSHBUTTON LAYOUT**

④	⑤	⑥	⑦
③	②	①	⑧



**5-CONDUCTOR SIGNAL WIRE COLOR CODE**

INSULATION COLOR	STRIP COLOR	SIGNAL INDICATION
WHITE	---	NEUTRAL
RED	---	YELLOW
ORANGE	---	GREEN
GREEN	---	BLACK
BLACK	---	WHITE

**12-CONDUCTOR SIGNAL WIRE COLOR CODE**

INSULATION COLOR	STRIP COLOR	SIGNAL INDICATION
WHITE	---	NEUTRAL
RED	---	YELLOW
ORANGE	---	GREEN
GREEN	---	BLACK
BLACK	---	WHITE
---	---	RED
---	---	BLUE
---	---	WHITE
---	---	BLACK
---	---	ORANGE
---	---	GREEN
---	---	YELLOW
---	---	NEUTRAL

**TRAFFIC SIGNAL POLE DATA**

POLE NO.	POLE TYPE	MST ARM LENGTH	PEDESTAL HEIGHT (ft.)	TRAFFIC SIGNAL QTY.	LOCATION (E-W ARM (ft.))	LOCATION (N-S ARM (ft.))	LOCATION (HEIGHT (ft.))	LOCATION (ORIENTATION (degrees))	FOOTING DIMENSIONS DIA. (ft.)	FOOTING DIMENSIONS DEPTH (ft.)	MISCELLANEOUS	TOTAL QUANTITY
1	COMBINATION	35	2	35,24	2	35,6	15	35	3	12	RAIAR LOCATION ON ARM 1'	1
4	COMBINATION	60	3	58,46,34	2	58,16	15	35	3	18	RAIAR LOCATION ON ARM 1'	1
7	COMBINATION	35	2	35,24	2	35,12	15	35	3	12	RAIAR LOCATION ON ARM 1'	1
8	COMBINATION	60	3	58,46,34	2	58,10	15	35	3	18	RAIAR LOCATION ON ARM 1'	1
5, 6, 3	PEDESTAL	5							2	3		4

**WIRING NOTE**

- EMERGENCY VEHICLE PREEMPTION DETECTOR AND TRAFFIC MONITOR CAMERA MOUNTED ON TRAFFIC SIGNAL POLE #1 NEAR THE LUMINAIRE ARM.
- COIL 10' OF SPARE PUSH-BUTTON CABLE IN BASE OF POLES #5 & 8.
- PREFAB SPICE ENCLOSURE INSTALLED IN EXISTING HANDHOLE #2.
- TRAFFIC SIGNAL CABLES SHALL BE INSTALLED IN HANDHOLE, CONDUIT AND 7 CONDUCTOR CABLE WITH 30' OF 7 CONDUCTOR CABLE COILED IN HANDHOLE 6. STUB 2" CONDUIT TOWARDS RAILROAD BUNGALOW FOR RAILROAD CONTRACTOR TO CONNECT TO. COORDINATE WITH RAILROAD REPRESENTATIVE BENTLEY TOMLIN, 319-288-5409.
- STREET LIGHTING CIRCUIT - FURNISH AND INSTALL FUSED L-CONNECTORS AT POLE BASE, FURNISH AND INSTALL UNFUSED Y-CONNECTOR IN HANDHOLES WHERE APPLICABLE.

**WIRING LEGEND**

- SIGNAL NUMBER
- HANDHOLE NUMBER
- ⊕ ADAPTIVE RADAR DETECTOR
- ⊖ TRAFFIC MONITOR CAMERA
- ⊗ EMERGENCY VEHICLE PREEMPTION DETECTOR
- ⊘ POWER CABLE
- LUMINAIRE (2' #10)
- PEDESTRIAN PUSH-BUTTON (2x)
- EVP
- TM
- RPID
- GND
- TR
- P
- F
- SW

**NOTES:**

- LOCATION REPRESENTS APPROXIMATE LINEAR DISTANCE FROM POLE MEASURED OUTWARD TO END OF ARM.
- ORIENTATION OF LUMINAIRE ARM REPRESENTS A CLOCKWISE ANGLE MEASURED FROM THE CENTERLINE OF THE MAST ARM.
- POLES SHALL BE DESIGNED AS PER STATEWIDE URBAN DESIGN AND SPECIFICATIONS.
- UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL HEADS ON MAST ARMS ARE TO BE ALIGNED OVER THE CENTER OF INTERSECTION APPROACH LINES.
- APPROXIMATE LOCATIONS ARE AS SHOWN IN THE TRAFFIC SIGNAL POLE DATA TABLE. CONTRACTOR SHALL FIELD VERIFY SIGNAL HEAD LOCATIONS.

**EXHIBIT "B"**

**[INSERT ESTIMATE OF ACTUAL COSTS OF LAIS WORK HERE]**



# ZEVIS

## RAILWAY SIGNALING

August 25, 2020

Mr. Bentley Tomlin  
Iowa Interstate Railroad, Ltd.  
5900 6<sup>th</sup> Street SW  
Cedar Rapids, IA 52404

Subject: Price Estimate for XP4 Upgrade and Advanced Pre-Emption at Raccoon River Parkway

Dear Mr. Tomlin,

With reference to the above subject and your recent request for a price, Zevis Railway Signaling is pleased to offer the following proposal:

**Raccoon River Parkway – West Des Moines, IA; DOT# 603 641Y**

Material and labor to upgrade existing circuitry to an XP4 to accommodate the addition of advanced pre-emption. New circuit plans are included in our price. Please refer to the material list below for a list of material and quantities we plan to furnish as part of this project. Our price is as follows:

Material	\$32,957.50
Freight	\$531.25
Engineering	\$4,671.60
Labor	<u>\$7,571.44</u>
Total:	\$46,614.60

Terms: Net 30 Days

Delivery: 60 Days after receipt of PO

The above price is firm for thirty (30) days and based on the following:

1. Price does not include cost incurred by railroad.
2. City/County to bring pre-emption cable to junction box mounted on outside of bungalow.

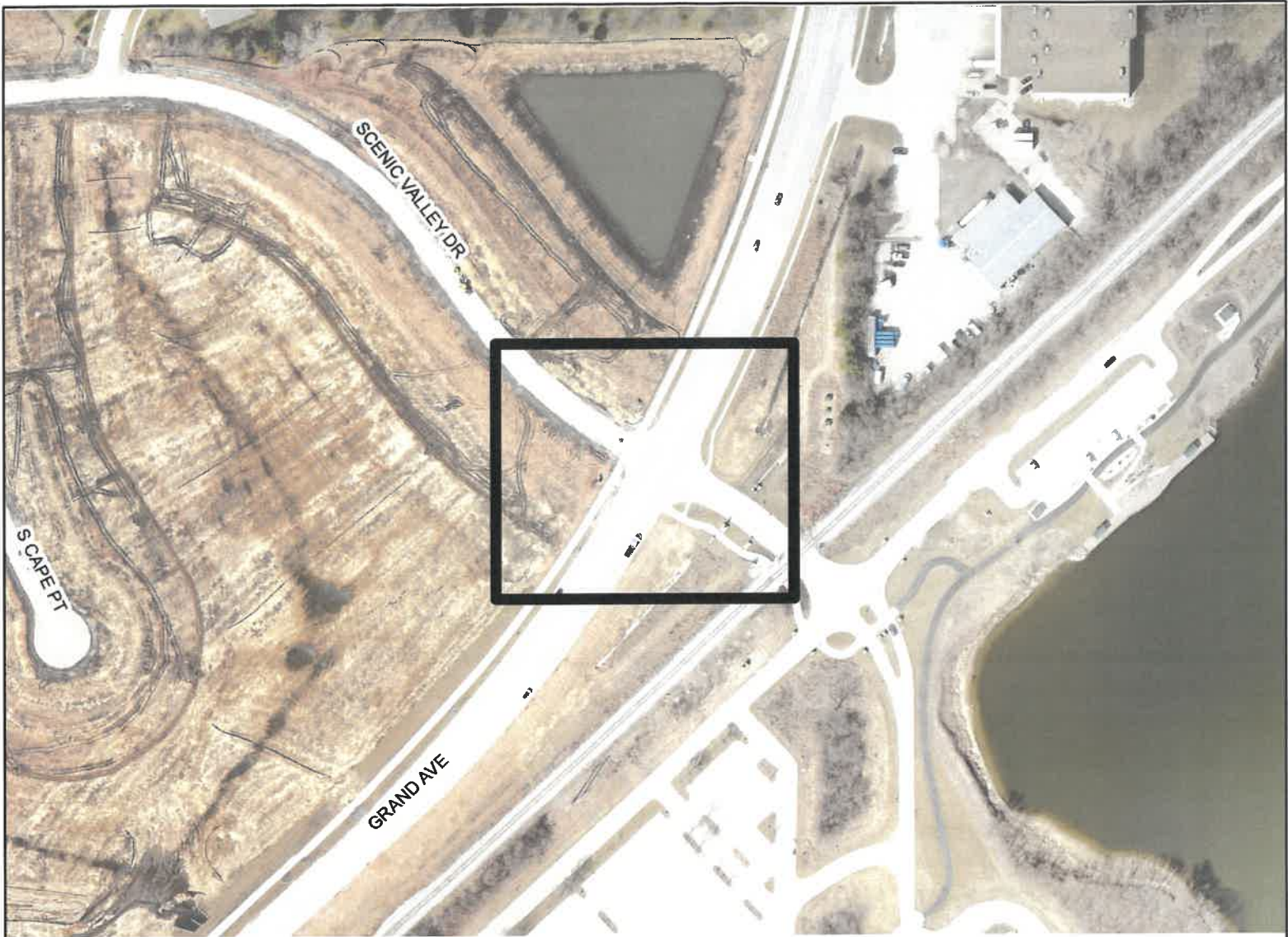
We sincerely appreciate your consideration of Zevis Railway Signaling to meet your signal maintenance needs and please know that if selected we will be dedicated to your total satisfaction. If you have any questions please do not hesitate to call me at (318) 614-7281.

Sincerely,

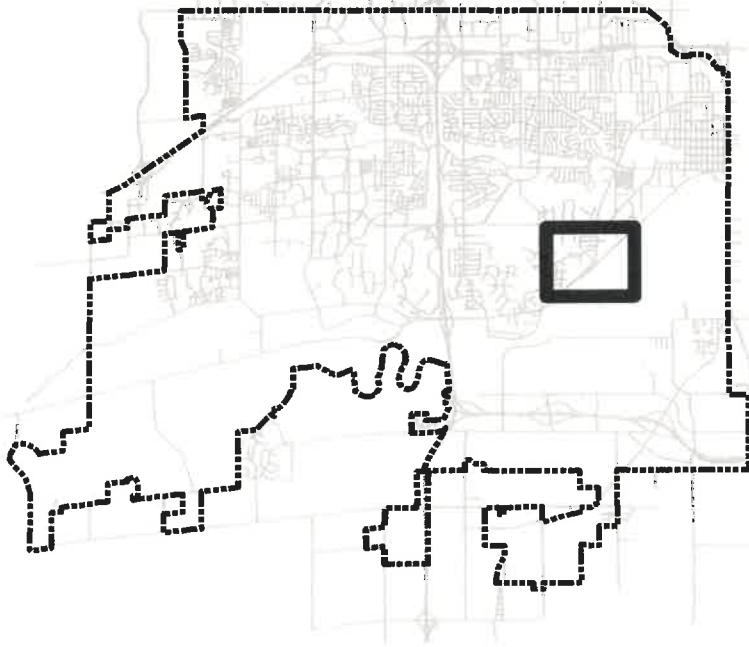
Mark Nelson

PO BOX 602 • STERLINGTON, LA • 71280  
PHONE: (318) 665-9344 FAX: (318) 665-9355

Location/Description	QTY	UNIT
<b>IAIS</b>		
<b>FIELD CIRCUITRY CHANGE MATERIALS</b>		
CASE AL 15X12X5 PREEMTN INTRF	1	EA
ASSY, 4 SLOT ELECTROLOGIXS W/BACK ~	1	EA
VPM-3 MODULE - CROSSING	1	EA
ASSY MODULE IWP CPS-3	1	EA
ASSY MODULE TC21 IWP NSM-1	1	EA
ASSY IWP XTI-1S N/S PERSONALITY MO~	1	EA
ASSY VIO-44R PERSONALITY MODULE	1	EA
ASSY MODULE CDU-2	1	EA
ASSY UCI-3 MODULE	1	EA
ASSY MODULE GFD-1	1	EA
ASSY MODULE IWP XTI-1S	2	EA
ASSY VIO-44R	1	EA
ASSY MDSA-1XS	1	EA
LY B1 N 500	1	EA
PLUGBOARD COMPLETE, B1 RELAY MTG KIT	1	EA
"POST,TERMINAL VOLTAGE TEST 1E POST"	1	EA
WIRE 16AWG/19 TC EPR/PVC BLU	200	FT
BOND STRAND 8-STR 3/16" TINNED	40	FT
BOOTLEG BOND W/COUPLER KIT	8	EA
STAPLE COPPERWELD 3/8 X 1-3/4	40	EA
CLIP TRACK WIRE RETAINER	8	EA
KIT SMALL PARTS/TAGS GENERIC	1	EA
PADLOCK SIGNAL CASE	1	EA

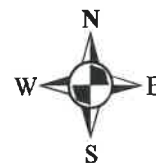


**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



**Traffic Signal**

**Grand Avenue & Scenic Valley Drive**



PROJECT:

LOCATION:

DRAWN BY: JDR

DATE: 3/13/2019

PROJECT NUMBER/NAME: 0510-053-2018

SHT. 1 of 1

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

**DATE: September 21, 2020**

**ITEM:** Resolution - Approval by the City of West Des Moines of a Fiber Optic Cable Easement to CenturyLink Communications, L.L.C. and Indemnification to EBS Property Iowa, L.L.C.

**FINANCIAL IMPACT:** None at this time

**BACKGROUND:** In conjunction with the reconstruction of Grand Avenue from First to Fourth Street, the City negotiated an agreement with EBS Property Iowa, L.L.C. (“EBS”), operating as Rassy’s Bike Shop, to sell to EBS City-owned property located at First and Ashworth. The agreement requires EBS to relocate its existing business to the property, allowing the City to purchase the existing EBS property and demolish the improvements.

Several years ago CenturyLink Communications placed a fiber optic cable without the grant of an easement on the City property being sold to EBS. Due to the cost to relocate the cable, a portion of the building to be constructed by EBS will be located on the cable. The attached Resolution grants an Easement to CenturyLink that allows the cable to remain in its existing location but which imposes responsibility on CenturyLink for any damage caused to the EBS building due to the location of the cable. However, EBS has also requested that the City indemnify EBS for any damage due to the cable in the event EBS encounters difficulty with CenturyLink in receiving payment. The attached Indemnification provides additional protection to EBS, if necessary, while allowing the City to recover from CenturyLink.

Based upon an analysis of the location of the fiber optic cable, it is the opinion of the Engineering Department that the probability of damage to the EBS building caused by the cable is low.

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

**RECOMMENDATION:** Approve the Resolution granting a Fiber Optic Cable Easement to CenturyLink Communications and providing Indemnification to EBS Property Iowa , L.L.C.

**Lead Staff Member:** Brian Hemesath, City Engineer

**STAFF REVIEWS**

Department Director	Richard J. Scieszinski, City Attorney <i>RJS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>PH</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING GRANT OF FIBER OPTIC CABLE EASEMENT  
AND INDEMNIFICATION**

**WHEREAS**, the City of West Des Moines is conveying property to a private entity; and

**WHEREAS**, in conjunction with conveyance of the property, it is necessary to grant an easement to allow for the continued placement of an existing fiber optic cable on the property and to indemnify the private entity purchaser for any damage caused by the continued placement of the fiber optic cable; and

**WHEREAS**, the City has agreed to grant a Fiber Optic Cable Easement to CenturyLink Communications, L.L.C., a copy of which is attached; and

**WHEREAS**, the City has also agreed to indemnify EBS Property Iowa, L.L.C. as documented by the attached Indemnification.

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

1. The Fiber Optic Cable Easement granting rights to CenturyLink Communications, L.L.C. attached hereto is approved.
2. The Indemnification granting rights to EBS Property Iowa, L.L.C. attached hereto is approved.
3. The Mayor is authorized to sign the Easement and Indemnification and the City Clerk is directed to attest to the Mayor's signature.

**PASSED AND APPROVED** this 21<sup>st</sup> day of September, 2020.

ATTEST:

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

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



## FIBER OPTIC EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

### **1. Grant of Permanent Easement**

The undersigned, **CITY OF WEST DES MOINES, a municipal corporation organized under the laws of the State of Iowa** (hereinafter “City” or “Grantor”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to **CENTURYLINK COMMUNICATIONS, LLC**, a Delaware limited liability company (“Grantee”), a permanent and perpetual Fiber Optic Cable Easement (hereinafter collectively referred to as the “Easement”) upon, over, under, through and across the real property legally described:

As shown on the attached Exhibit “100-P5” (hereinafter “Easement Area”).

### **2. Use and Purpose of Easement**

This Easement shall be granted to CenturyLink Communications, LLC, its successors and assigns, as Grantee, for the purpose of acknowledging the existing conduit and fiber optic cable(s) owned by Grantee, providing written documentation of their location, and allowing Grantee to access the Easement Area to maintain and repair, whenever necessary, the existing conduit and fiber optic cable(s) and appurtenances. Grantee shall have a reasonable right of access over Grantor’s adjacent property, as necessary, to enable Grantee access to the Easement Area. Subject to paragraph 6, below, no structure or building of any kind whatsoever shall be erected upon the Easement Area without the express written consent of the Grantee, who shall have the duty to maintain the Easement Area at its sole cost.

### **3. Hold Harmless**

Grantor and Grantee shall each indemnify and hold the other harmless from and against any loss, expense (including reasonable attorney fees and costs) or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Easement, to the extent such damage or injury is attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such 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.

### **4. Successors and Assigns**

The terms and conditions of this Easement are binding upon the Grantor and Grantee,

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

#### **5. Lawful Authority**

The Grantor covenants with the Grantee that it holds the above-described legal property by good and perfect title, free and clear of liens, easements and encumbrances that would prevent the grant of this Easement. Grantor has the right and lawful authority to make and execute this Easement and warrants and defends the Easement against the lawful claims of all persons claiming by, through or under Grantor.

#### **6. Special Provisions of Easement**

The existing conduit and fiber optic cable(s) exist in the current location at the pleasure of the Grantor. Due to the significant cost and economic waste resulting from their relocation, grant of this Easement for the continued placement by Grantee of the existing conduit and fiber optic cable(s) is subject to reservation by Grantor of that portion of the Easement Area shown on the attached "Utility Plan C3-20" for the limited purpose of placing improvements in the approximate location, size and configuration as shown on the attached "Utility Plan C3-20." Any damage, disruption or detrimental effect to the improvements located on the Easement Area due to the continued location, maintenance, repair or relocation of the conduit or fiber optic cable(s) shall be the sole responsibility of Grantee.

#### **7. Jurisdiction and Venue**

The Polk County 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.

#### **8. Words and Phrases**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantee" shall refer to **CenturyLink Communications, LLC**, its assigns, successors in interest, or lessees, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF WEST DES MOINES, IOWA,**  
a 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, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa; that the record was signed on behalf of the City, by authority of its City Council as contained in Resolution \_\_\_\_\_ passed on the \_\_\_ day of \_\_\_\_\_, 2020 by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the record to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

City:	West Des Moines
County:	Polk County
Parcel ID:	320/02965-002-000 & 320/03208-000-000
Description:	Pt. vacated Ashworth Rd, and Pt. Lot 6, Murrowdale Pt. Parcel 2016-66
Proprietor:	City of West Des Moines
Surveyor:	Chad W. Marsh
Company:	Kirkham Michael
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848

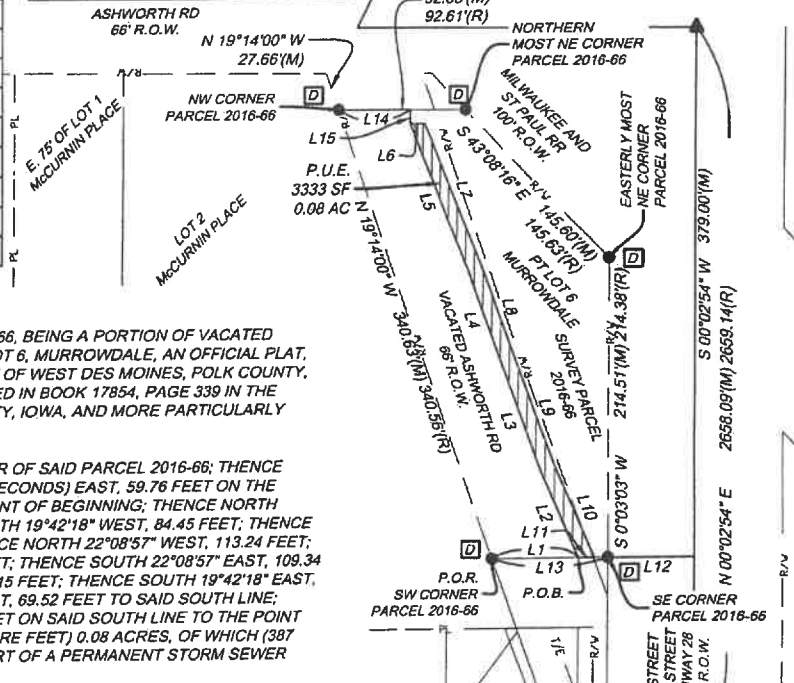
# PERMANENT EASEMENT

EXHIBIT 100-P5

PUBLIC UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES  
GRAND AVENUE RECONSTRUCTION 1ST - 4TH STREET PROJECT  
CITY PROJECT NO. 0510-031-2016

LINE	BEARING	DISTANCE	(R)
L1	N 89°43'04" E	59.76'	
L2	N 22°19'02" W	65.70'	
L3	N 19°42'18" W	84.45'	
L4	N 19°35'15" W	69.94'	
L5	N 22°08'57" W	113.24'	
L6	S 89°42'54" E	10.82'	
L7	S 22°08'57" E	109.34'	
L8	S 19°35'15" E	70.15'	
L9	S 19°42'18" E	84.21'	
L10	S 22°19'02" E	69.52'	
L11	S 89°43'04" W	10.79'	
L12	N 89°57'03" W	59.85'	60.00'

LINE	BEARING	DISTANCE	(R)
L13	S 89°43'04" W	79.81'	79.82'
L14	S 89°42'54" E	52.45'	
L15	S 00°17'06" W	10.00'	



PROPERTY OWNER / ADDRESS:  
CITY OF WEST DES MOINES  
POB 65320  
WEST DES MOINES, IA 50265-0320

**LEGAL DESCRIPTION 100-P5:**

A PORTION OF SURVEY OF PARCEL 2016-66, BEING A PORTION OF VACATED ASHWORTH ROAD, AND A PORTION OF LOT 6, MURROWDALE, AN OFFICIAL PLAT, NOW IN AND FORMING PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, SURVEY PARCEL 2016-66 RECORDED IN BOOK 17854, PAGE 339 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID PARCEL 2016-66; THENCE NORTH 89°(DEGREES) 43'(MINUTES) 04"(SECONDS) EAST, 59.76 FEET ON THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 22°19'02" WEST, 65.70 FEET; THENCE NORTH 19°42'18" WEST, 84.45 FEET; THENCE NORTH 19°35'15" WEST, 69.94 FEET; THENCE NORTH 22°08'57" WEST, 113.24 FEET; THENCE SOUTH 89°42'54" EAST, 10.82 FEET; THENCE SOUTH 22°08'57" EAST, 109.34 FEET; THENCE SOUTH 19°35'15" EAST, 70.15 FEET; THENCE SOUTH 19°42'18" EAST, 84.21 FEET; THENCE SOUTH 22°19'02" EAST, 69.52 FEET TO SAID SOUTH LINE; THENCE SOUTH 89°43'04" WEST, 10.79 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING: (3,333 SQUARE FEET) 0.08 ACRES, OF WHICH (387 SQUARE FEET) 0.01 ACRES ARE ALSO PART OF A PERMANENT STORM SEWER EASEMENT, MORE OR LESS.

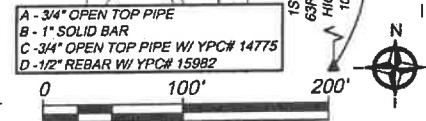
SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

- NOTES**
- MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
  - ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

**LEGEND**

▲	FND. SECTION CORNER (AS NOTED)
●	SET SECTION CORNER
○	FOUND PROPERTY CORNER (AS NOTED)
○	SET 5/8" X 24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
X	CALCULATED POINT NOT SET
M	MEASURED
R	RECORDED PREVIOUSLY
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
I.P.	IRON PIPE
---	SECTION LINE
---R/W---	EXISTING RIGHT-OF-WAY LINE
---	EXISTING LOT LINE
---	PROPERTY LINE
////	PUBLIC UTILITY EASEMENT



SCALE 1" = 100'  
FIELD SURVEY COMPLETED: MAY 2019



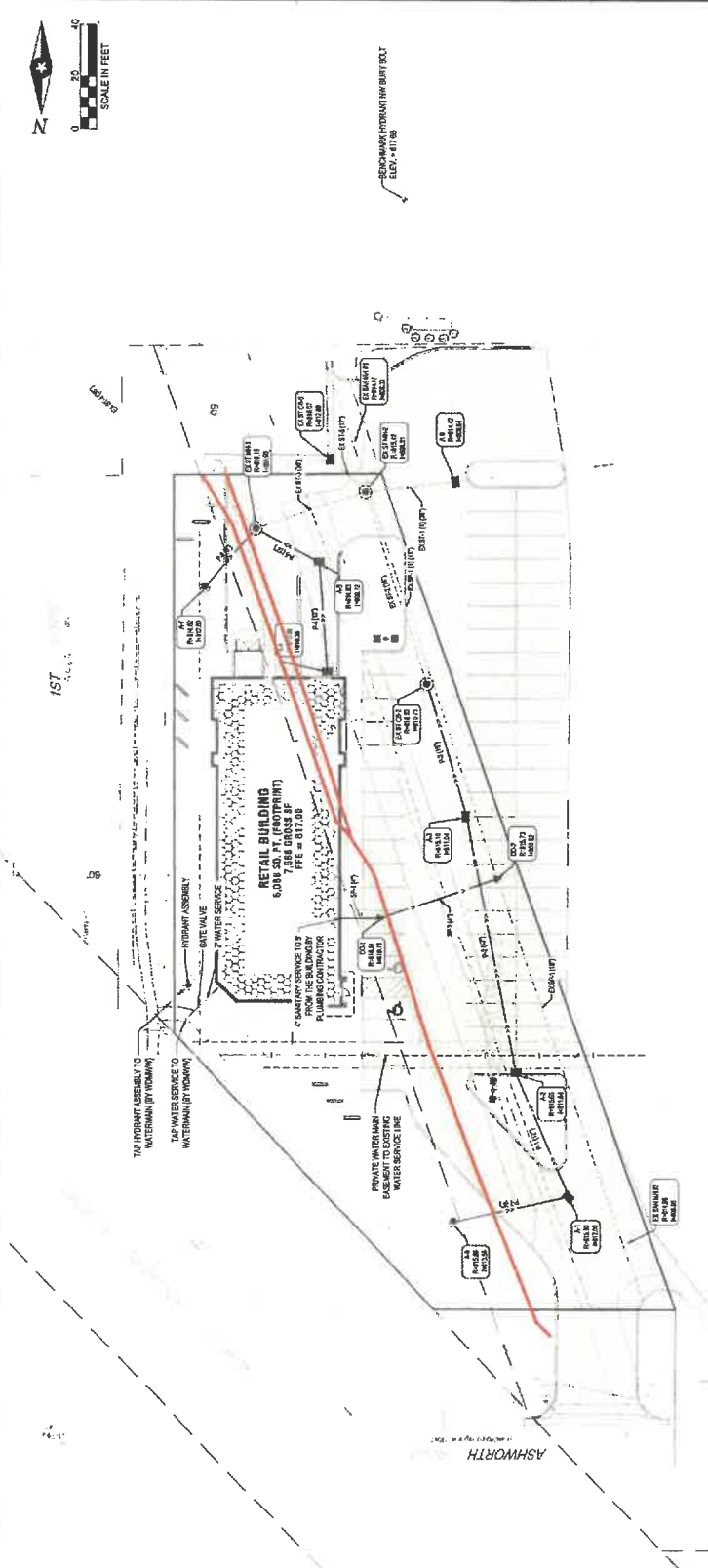
I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Chad W. Marsh* 8-11-20  
CHAD W. MARSH DATE  
License Number 17340  
My license renewal date is DECEMBER 31, 2020  
Pages or sheets covered by this seal:  
This Sheet Only

**SURVEY FOR:**  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PKWY  
WEST DES MOINES, IA 50265  
PHONE: (515) 222-3475

**KIRKHAM MICHAEL**  
CONSULTING ENGINEERS  
Kirkham Michael  
4390 114th Street  
Urbandale, IA 50322  
Phone: 515-270-0848 Fax: 515-270-1067

SHEET  
1 OF 1



**SANITARY SEWER STRUCTURE SCHEDULE**

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE SIZE
001	CHAMBER	48	PC	89.54	88.83	36"
002	CHAMBER	48	PC	89.23	88.53	36"

**STORM DRAIN STRUCTURE SCHEDULE**

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE SIZE
001	CHAMBER	48	PC	89.54	88.83	36"
002	CHAMBER	48	PC	89.23	88.53	36"

**SANITARY SEWER PIPE SCHEDULE**

PIPE NO.	PIPE MATERIAL	PIPE SIZE (IN)	PIPE CLASS	PIPE LENGTH (FT)
001	PC	36"	304.6	1.0
002	PC	36"	304.6	1.0

**STORM DRAIN PIPE SCHEDULE**

PIPE NO.	PIPE MATERIAL	PIPE SIZE (IN)	PIPE CLASS	PIPE LENGTH (FT)
001	PC	36"	304.6	1.0
002	PC	36"	304.6	1.0

**PROJECT INFORMATION**

PROJECT: WEST DES MOINES  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]

**PROJECT INFORMATION**

PROJECT: WEST DES MOINES  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]

**UTILITY PLAN**

**C3-20**

THIS DOCUMENT IS THE PROPERTY OF ISG GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF ISG GROUP, INC.

**ERIK'S BIKE SHOP  
WEST DES MOINES**

SHEET

**Prepared by/Return to:** R.J. Scieszinski, City Attorney, PO Box 65320, W. Des Moines, IA 50265-0320 (515) 222-3614

## **INDEMNIFICATION**

**THE CITY OF WEST DES MOINES, IOWA**, as underlying fee owner of Parcel 2016-66, shown by Plat of Survey filed of record May 28, 2020 in Book 17854, Page 339 in the Office of the Polk County, Iowa Recorder and on which CenturyLink Communications, L.L.C. holds a Fiber Optic Easement filed of record on \_\_\_\_\_, 2020 in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Polk County, Iowa Recorder, agrees to indemnify EBS Property Iowa, L.L.C., a Minnesota limited liability company, its successors and assigns, for any damage, disruption or detrimental effect to the improvements located on the Easement Area due to the continued location, maintenance, repair or relocation by CenturyLink Communications, L.L.C., its successors and assigns of the conduit or fiber optic cable(s) located in the Easement, all as more specifically set forth in Paragraph 6 of the Fiber Optic Easement, Special Provisions of Easement.

**THE CITY OF WEST DES MOINES** specifically disavows any responsibility, obligation or liability to any party other than as noted herein for use of the Easement, with any damage, disruption or detrimental effect to the improvements located on the Easement Area due to the continued location, maintenance, repair or relocation of the conduit and/or fiber optic cable(s) to be the sole responsibility of CenturyLink Communications, its successors and assigns.

This Indemnification does not waive any legal or equitable right or interest of the City of West Des Moines for damages incurred or recovery of payments made by the City of West Des Moines due to the use of the Easement by CenturyLink Communications, L.L.C., its successors and assigns.

This Indemnification shall terminate and be of no further force or effect whatsoever at such time use of the conduit or fiber optic cable(s) are discontinued or abandoned and/or the Fiber Optic Easement is terminated.

Dated this 21st day of September, 2020.

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

---

Steven K. Gaer, Mayor

ATTEST:

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

STATE OF IOWA     )  
                              ) SS  
COUNTY OF POLK    )

On this 21st day of September, 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 Resolution No. \_\_\_\_\_, passed on the 21st day of September, 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

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

**DATE: September 21, 2020**

**ITEM:** Albaugh Lot Tie, 1609 S 42<sup>nd</sup> St and 4203 Cherrywood Ct - Approval and Acceptance of Record of Lot Tie – Gary K. Albaugh and Cheryl C. Albaugh – MI-004839-2020

**Resolution: Approval and Acceptance of Record of Lot Tie**

**FINANCIAL IMPACT:** Undetermined


**BACKGROUND:** Lot 37, Quail Park, Plat 1 (1609 South 42nd Street) was platted August 26, 1988. Lot 22, Quail Park, Plat 2 (4203 Cherrywood Ct.) was platted August 31, 1989. The house at 1609 South 42nd Street was built in 1992 and complied with the setbacks for that individual lot. Over the years there was not a need to join the two lots because a significant structure never crossed over to the second lot (4203 Cherrywood Ct.). The applicant recently requested to build a pool and pool house at a location that straddles the shared property line. The proposed location created setback issues. Those issues will be resolved through a lot tie agreement that restricts the individual sale of either lot. The applicants have agreed to tie the lots.

Exhibit A of Exhibit I (resolution) is a copy of the Record of Lot Tie. For policy purposes, formal acceptance by the City Council is required.


**CITY COUNCIL SUBCOMMITTEE:** Acceptance of this document by Council is a required formality; therefore, this item was not presented to the Development and Planning City Council Subcommittee.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt a resolution approving and accepting the Record of Lot Tie.

Lead Staff Member: J. Bradley Munford 

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

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

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	None		
Date Reviewed	N/A		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Resolution
- Exhibit A - Record of Lot Tie



Prepared by: J.B. Munford Development Services, City of WDM, PO Box 65320, WDM, IA 50265-0320, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

**RESOLUTION**

**A RESOLUTION APPROVING AND ACCEPTING RECORD OF LOT TIE RELATED TO LOT 37, QUAIL PARK, PLAT 1 AND LOT 22, QUAIL PARK, PLAT 2. COMMONLY KNOWN AS 1609 SOUTH 42ND STREET AND 4203 CHERRYWOOD COURT.**

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa to approve and accept records of lot tie;

**WHEREAS**, the following document have been presented to the City for approval and acceptance:

Record of Lot Tie for LOT 37, Quail Park, Plat 1 and Lot 22, Quail Park, Plat 2, official plats now in and forming a part of the City of West Des Moines, Polk County, Iowa

And;

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described document.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT** the document described above, is hereby approved and accepted and shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of September 2020.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson  
City Clerk

Prepared by: City of West Des Moines, Development Services Dept, PO Box 65320, West Des Moines, IA 50265, 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

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**RECORD OF LOT TIE**

**BETWEEN LEGALLY DESCRIBED PROPERTIES:**

Lot 37, Quail Park, Plat 1, an official plat, City of West Des Moines, Polk County,  
Iowa. Locally known as 1609 South 42nd Street.

**And**

Lot 22, Quail Park, Plat 2, an official plat, City of West Des Moines, Polk County,  
Iowa. Locally known as 4203 Cherrywood Court.

**WHEREAS**, Gary K. Albaugh and Cheryl C. Albaugh are the current owners of the parcels legally described above (hereinafter "Owners");

**WHEREAS**, the Owners desire to tie together the two parcels legally described above to prevent future sale of either parcel independent from the other and allow for the construction of accessory structures on the property;

**NOW, THEREFORE**, the following agreement is made:

Gary K. Albaugh and Cheryl C. Albaugh, current owners of the two properties legally described above, do hereby impose the following restrictions:

1. The two properties legally described above shall be combined by a Record of Lot Tie.
2. Once joined, no portion of said Properties shall be transferred, sold, or conveyed independent of the remainder of the Property, without replatting the property or receiving specific written approval from the City of West Des Moines.

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

Dated this 16<sup>th</sup> day of September, 2020.

Property Owner:

Gary K. Albaugh

By: Gary K. Albaugh

STATE OF IOWA )  
COUNTY OF Dallas )SS



On this 16<sup>th</sup> day of September, 2020, before me, the undersigned, a Notary Public in and for said County and State personally appeared Gary K. Albaugh, property owner, to me personally known, who being by me duly sworn, did say that he is the owner of the two properties legally described above, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Katherine Marie Blanchard  
Notary Public in and for the State of Iowa

Property Owner:

Cheryl C. Albaugh

By: Cheryl C. Albaugh

STATE OF IOWA )  
COUNTY OF Dallas )SS



On this 16<sup>th</sup> day of September, 2020, before me, the undersigned, a Notary Public in and for said County and State personally appeared Cheryl C. Albaugh, property owner, to me personally known, who being by me duly sworn, did say that she is the owner of the two properties legally described above, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Katherine Marie Blanchard  
Notary Public in and for the State of Iowa

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

**Date:** September 21, 2020

**ITEM:** Setting Date of Consultation and Public Hearing for consideration of Amendment No. 4 to the Ashworth Corridor Urban Renewal Plan – City Initiated

**RESOLUTION:** Establish Consultation Meeting date and Public Hearing date for Amendment No. 4 to the Ashworth Corridor Urban Renewal Plan

**FINANCIAL IMPACT:** The City will be entering into a purchase agreement to reimburse the developer for the acquisition of the necessary right-of-way and clearing the site for 76<sup>th</sup> Street construction by the City. This amount will be based upon the appraised value of the site plus 10%, approximately \$400,000. In addition, the City will be expending funds for the construction of approximately 300' of 76<sup>th</sup> Street, and installation of a traffic signal at 76<sup>th</sup> Street and Ashworth Road. The entire cost of the acquisition, road construction, and traffic signal installation should not exceed \$2,000,000.

In addition, the City anticipated expending an additional \$11,850,000 over a period of years on public improvements in this Urban Renewal Plan.

**BACKGROUND:** The City Council approved the original Ashworth Corridor Urban Renewal Plan in 2009, and amended the plan in 2016, 2017, and 2018. At the direction of the City Council, staff has begun the process to amend the Ashworth Corridor Urban Renewal Plan to add additional projects as they relate to 76<sup>th</sup> Street construction, to add additional land area to include the future Ashworth Road interchange on I-80, to add the construction of the future interchange, and various public trail projects.

As required by law, the City will facilitate a consultation meeting with taxing entities regarding this proposed urban renewal plan.

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment.

**RECOMMENDATION:** Staff recommends that the City Council approve a resolution setting September 30, 2020 as the consultation meeting date and October 19, 2020 as the public hearing date for Amendment No. 4 to the Ashworth Corridor Urban Renewal Plan

**Lead Staff Member:** Clyde E. Evans, AICP

**STAFF REVIEWS**

Department Director	Clyde E. Evans, Director, Community and Economic Development
Appropriations/Finance	CH
Legal	
Agenda Acceptance	AE

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

Published In	N/A
Dates(s) Published	N/A

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F&A		
Date Reviewed	August 19, 2020		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

**ATTACHMENTS:**

**Exhibit I**

Proposed Amendment No. 4 to the Ashworth Road Urban Renewal Plan

**Exhibit II**

Resolution

**AMENDMENT NO. 4**

**TO THE**

**ASHWORTH CORRIDOR**  
**URBAN RENEWAL PLAN**

**CITY OF WEST DES MOINES, IOWA**

**Original Area Adopted – 2009**  
**Amendment No. 1 – 2016**  
**Amendment No. 2 – 2017**  
**Amendment No. 3 – 2018**  
**Amendment No. 4 – 2020**

**AMENDMENT NO. 4  
TO THE  
ASHWORTH CORRIDOR URBAN RENEWAL PLAN  
CITY OF WEST DES MOINES, IOWA**

**INTRODUCTION**

The Ashworth Corridor Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Ashworth Corridor Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 2009, and amended in 2016, 2017, and 2018, is being further amended to add land to the Urban Renewal Area and to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 4 ("Amendment No. 4" or "Amendment").

Except as modified by this Amendment No. 4, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 4 shall control. Any subsections not mentioned in this Amendment No. 4 shall continue to apply to the Plan, as previously amended.

**BASE VALUE**

The Original Subarea and Amendment No. 1 Subarea have a previously established frozen base valuation for the property for which a TIF ordinance has been adopted. Nothing in this Amendment affects already established frozen base values in the Urban Renewal Area. The land being added by this Amendment No. 4 is anticipated to be used for public road right-of-way and therefore will not immediately be added to a TIF ordinance for purposes of establishing a base value or collecting tax increment.

**DESCRIPTION OF AREA**

The land included in the Urban Renewal Area by the original Plan, and the land added or removed by subsequent amendments are referred to as the different subareas of the Urban Renewal Area. The land being added to the Urban Renewal Area by this Amendment may be referred to as the "Amendment No. 4 Subarea." The legal description of the land being added to the Area by this Amendment is attached hereto as Exhibit A. A map of the entire Urban Renewal Area, as previously amended, and identifying the Amendment No. 4 Subarea, is attached as Exhibit B.

## AREA DESIGNATION

The Area, as amended, continues to be designated as an economic development area for the promotion of commercial and industrial development.

## DEVELOPMENT PLAN/ZONING

The Urban Renewal Plan, as amended, and this Amendment are in conformity with the West Des Moines Comprehensive Plan, adopted September 20, 2010, which is the City of West Des Moines' ("City") general plan for the development of the City as a whole.

This Plan does not in any way replace or modify the City's current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth herein.

## PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment, and are continuing. Such projects are not listed in this Amendment, but consist of a variety of urban renewal projects.

## ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 4)

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment No. 4 include:

### 1. Public Improvements

<u>Project</u>	<u>Estimated Date</u>	<u>Estimated cost</u>	<u>Rationale why the project promotes economic development or blight remediation</u>
Approximately 320 feet of 76th Street running southerly from Ashworth Road	2020-2021	\$600,000	Help maintain increased flow of vehicular, pedestrian and bicycle traffic to commercial development as warranted.
Traffic signal at the intersection of Ashworth Road and 76th Street	2020-2021	\$550,000	Help maintain increased flow of vehicular, pedestrian and bicycle traffic to commercial development as warranted.
Traffic Signal – 88 <sup>th</sup> Street and Aspen Drive	2024-2025	\$450,000	Help maintain increased flow of vehicular, pedestrian and



			bicycle traffic to and from commercial development as warranted.
Traffic Signal -- Office Plaza Drive and Vista Drive	2022-2023	\$450,000	Help maintain increased flow of vehicular, pedestrian and bicycle traffic to and from commercial development as warranted.
Ashworth Road Interchange ONLY with Interstate 80 (not including bridges)	2026-2027	\$9,000,000	Help distribute traffic from sections of WDM roads that are becoming congested in effort to improve safe travel to and from commercial development.
Construction of multi-use trail along unpaved portion of 88th St from Ashworth Road to URA limit	2021-2026	\$200,000	Helps complete the trail system within the immediate area as a quality of life improvement to attract employers and employees and to improve transportation option to commercial development.
Construction of multi-use trail along Ashworth Rd to western URA limit	2021-2026	\$600,000	Quality of life improvement to attract employers and employees and to improve transportation option to commercial development.
	Total:	\$11,850,000	

**2. Tax Rebate or other Development Agreements**

**A.** *Purchase Agreement with Czech Mate, LLC and Hope K. Farms, LLC (or a related entity):* The City expects to consider a purchase agreement with Czech Mate, LLC and Hope K. Farms, LLC (or related entities), pursuant to which the developer would sell property to the City for purposes of completing certain public improvements identified above in an effort to promote commercial development. Acquisition of the property is anticipated to occur in 2020-2021 at a cost of approximately \$400,000.

**B.** *Development Agreements:* The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such development agreements will not exceed \$2,000,000.

**2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to Exceed \$20,000

**FINANCIAL DATA**

1.	July 1, 2020 constitutional debt limit:	\$450,309,928
2.	Current outstanding general obligation debt:	\$239,125,357
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Eligible Urban Renewal Projects (Amendment No. 4) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 4 are estimates only and will be incurred and spent over a number of years. In no event will the City's constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Eligible Urban Renewal Projects (Amendment No. 4) as described above will be approximately as indicated in the adjacent column:	\$14,270,000 (This amount does not include costs related to financing which may be incurred over the life of the Area.)

**EFFECTIVE PERIOD**

This Amendment No. 4 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

**REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan or any previous amendments in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Amendment not determined to be invalid or unconstitutional.

EXHIBIT A

**LEGAL DESCRIPTION OF AMENDMENT NO. 4 SUBAREA  
TO BE ADDED TO THE URBAN RENEWAL AREA**

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 3, TOWNSHIP 78, RANGE 26 WEST OF THE 5TH P.M., IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, NOW INCLUDED IN AND FORMING A PART OF THE ASHWORTH CORRIDOR URBAN RENEWAL AREA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SOUTH MAPLE GROVE PLAT 13, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SOUTH MAPLE GROVE PLAT 9, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND ON THE NORTHERN RIGHT-OF-WAY LINE OF 88<sup>TH</sup> STREET;

THENCE NORTHEASTERLY ALONG THE SOUTHERN LINE OF SAID SOUTH MAPLE GROVE PLAT 13 AND THE SOUTHERN AND EASTERN LINES OF SAID SOUTH MAPLE GROVE PLAT 9, TO THE NORTHWEST CORNER OF A TRACT OF LAND CONDEMNED BY THE IOWA STATE HIGHWAY COMMISSION FOR USE AND BENEFIT OF THE STATE AS DESCRIBED ON PAGES 64 AND 65 IN CONDEMNATION PROCEEDINGS RECORDED IN BOOK 2 ON PAGE 63 IN THE DALLAS COUNTY RECORDER'S OFFICE;

THENCE EAST ALONG THE NORTH LINE OF SAID CONDEMNED TRACT TO THE EAST LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 3;

THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

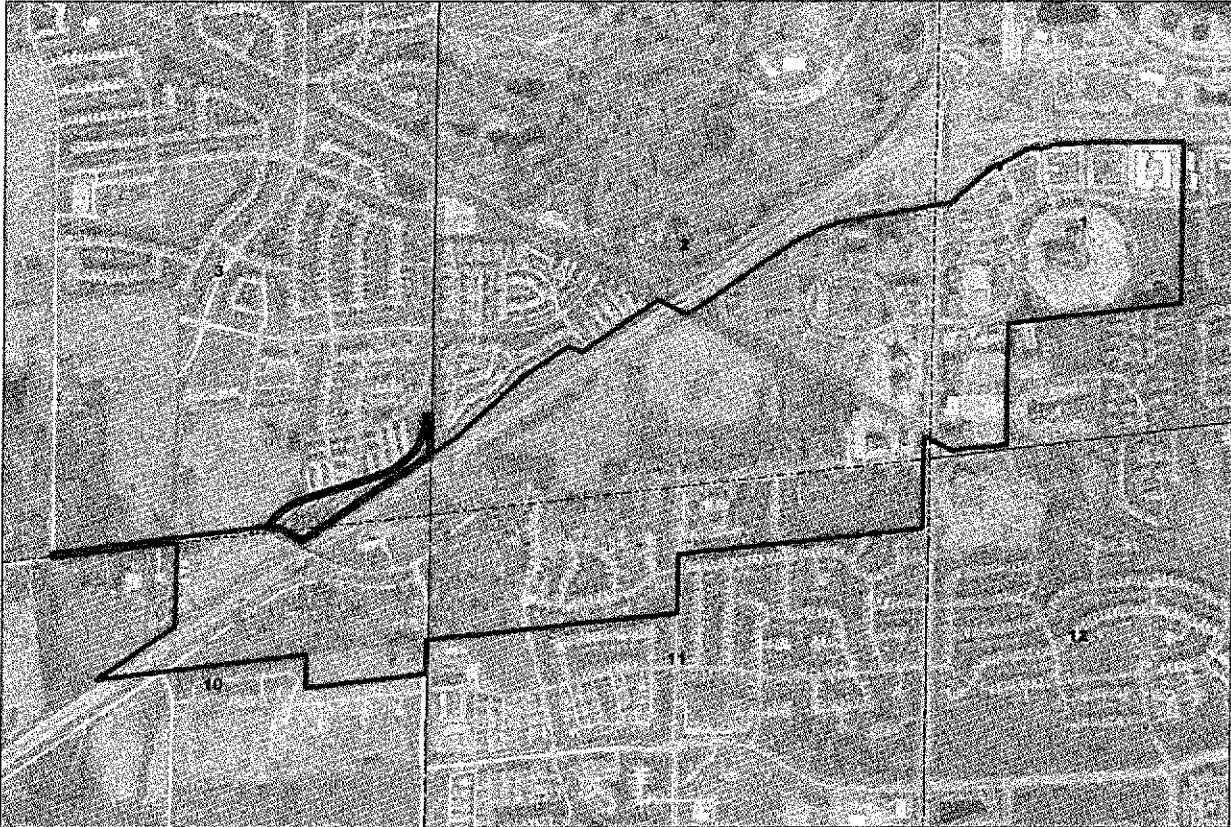
THENCE SOUTHWESTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF ASHWORTH ROAD;


THENCE NORTHWESTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF ASHWORTH ROAD TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF 88<sup>TH</sup> STREET;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE OF 88<sup>TH</sup> STREET TO THE POINT OF BEGINNING.




EXHIBIT B

MAP OF ASHWORTH CORRIDOR URBAN RENEWAL AREA, AS AMENDED, AND IDENTIFYING THE AMENDMENT NO. 4 SUBAREA



	PROJECT:	<b>Ashworth Corridor Urban Renewal Area</b>			
	LOCATION:	<b>Amendment #4</b>			
PREPARED BY:	BJM	DATE:	8/18/2020	SHEET:	1 OF 1



Legend	
	Amendment #4 Add
	Amendment #4 Remove
	Existing Urban Renewal Area

01757844-1\11333-357

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND  
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 4  
TO THE ASHWORTH CORRIDOR URBAN RENEWAL PLAN  
IN THE CITY OF WEST DES MOINES, STATE OF IOWA

WHEREAS, by Resolution No. 09-11-02-10, adopted November 2, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Ashworth Corridor Urban Renewal Plan for the Ashworth Corridor Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Urban Renewal Plan was subsequently amended three times, most recently by Amendment No. 3 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

A TRACT OF LAND IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, IS INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 EAST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING IN THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE WEST, TO THE WEST RIGHT-OF-WAY LINE OF SAID JORDAN CREEK PARKWAY EXTENDED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY LINE EXTENDED AND THE WEST RIGHT OF WAY LINE OF SAID JORDAN CREEK PARKWAY, TO THE NORTH LINE OF BARTLETT FARMS PLAT 1, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 1, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 2, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 5, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 5, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 7, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 7, TO THE NORTHWEST CORNER OF SAID BARTLETT FARMS PLAT 7;

THENCE SOUTH, ALONG THE WEST LINE OF SAID BARTLETT FARMS PLAT 7, TO THE NORTHEAST CORNER OF HERITAGE HILLS PLAT 4, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID HERITAGE HILLS PLAT 4, WITH SAID LINE BEING THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 350 FEET;

THENCE WEST, ALONG A LINE 350 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1,245 FEET;

THENCE NORTH, ALONG A LINE 1,245 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 350 FEET, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE NORTHEASTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE SOUTHEASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, TO THE WEST RIGHT-OF-WAY OF SAID JORDAN CREEK PARKWAY;

THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY AND WEST RIGHT-OF-WAY EXTENDED OF SAID JORDAN CREEK PARKWAY, TO THE POINT OF BEGINNING.

AMENDMENT NO. 1 AREA

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;

THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;

THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98TH STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;

THENCE EAST, ALONG THE NORTH RIGHT-OF-LINE RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area and to add to the list of eligible urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 4 adds the following land to the Area:

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 3, TOWNSHIP 78, RANGE 26 WEST OF THE 5TH P.M., IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, NOW INCLUDED IN AND FORMING A PART OF THE ASHWORTH CORRIDOR URBAN RENEWAL AREA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SOUTH MAPLE GROVE PLAT 13, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SOUTH MAPLE GROVE PLAT 9, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND ON THE NORTHERN RIGHT-OF-WAY LINE OF 88<sup>TH</sup> STREET;



THENCE NORTHEASTERLY ALONG THE SOUTHERN LINE OF SAID SOUTH MAPLE GROVE PLAT 13 AND THE SOUTHERN AND EASTERN LINES OF SAID SOUTH MAPLE GROVE PLAT 9, TO THE NORTHWEST CORNER OF A TRACT OF LAND CONDEMNED BY THE IOWA STATE HIGHWAY COMMISSION FOR USE AND BENEFIT OF THE STATE AS DESCRIBED ON PAGES 64 AND 65 IN CONDEMNATION PROCEEDINGS RECORDED IN BOOK 2 ON PAGE 63 IN THE DALLAS COUNTY RECORDER'S OFFICE;

THENCE EAST ALONG THE NORTH LINE OF SAID CONDEMNED TRACT TO THE EAST LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 3;

THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE SOUTHWESTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF ASHWORTH ROAD;

THENCE NORTHWESTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF ASHWORTH ROAD TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF 88TH STREET;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE OF 88<sup>TH</sup> STREET TO THE POINT OF BEGINNING.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 4 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 4 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 4 required by Section 403.5(2), Code of Iowa, as amended, shall be held on September 30, 2020 at 10:00 A.M., and the Director of Community and Economic Development, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving

any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 4, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF WEST DES MOINES, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 4 TO THE ASHWORTH CORRIDOR URBAN RENEWAL PLAN FOR THE CITY OF WEST DES MOINES, STATE OF IOWA

The City of West Des Moines, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on September 30, 2020, concerning a proposed Amendment No. 4 to the Ashworth Corridor Urban Renewal Plan for the Ashworth Corridor Urban Renewal Area, a copy of which is attached hereto.

Due to public health concerns related to COVID-19 this meeting will be held electronically over Microsoft Teams.

The meeting will be available at the following:

<https://tinyurl.com/y5tqr7xa>

Please contact the Community and Economic Development Director at (515) 273-0770 or [Clyde.Evans@wdm.iowa.gov](mailto:Clyde.Evans@wdm.iowa.gov) if you have questions or concerns with accessing the meeting.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Community and Economic Development, or his delegate, as the designated representative of the City of West Des Moines, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 4 to the Ashworth Corridor Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 4 before the City Council at its meeting which commences at 5:30 P.M. on October 19, 2020, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 4 TO THE ASHWORTH  
CORRIDOR URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF WEST DES MOINES,  
STATE OF IOWA

The City Council of the City of West Des Moines, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on October 19, 2020 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed Amendment No. 4 to the Ashworth Corridor Urban Renewal Plan (the "Amendment") concerning the Ashworth Corridor Urban Renewal Area in the City of West Des Moines, State of Iowa.

Due to public health concerns related to COVID-19, this meeting may be held in person or it may be held electronically, depending on the severity of the COVID-19 pandemic at the time. An announcement of whether the meeting will be held in person or electronically will be made no less than 24 hours prior to the meeting.

If the meeting is held in person, it shall be held in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

If the meeting is held electronically because an in-person meeting is impossible or impractical, public access information will be made available no less than 24 hours prior to the meeting.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. Please check the posted agenda in advance of the October 19, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the City Clerk's office at (515) 222-3603 or [ryan.jacobson@wdm.iowa.gov](mailto:ryan.jacobson@wdm.iowa.gov) if you have questions about the format of the meeting, or to request a copy of the Amendment.

The Amendment proposes to add land to the Urban Renewal Area legally described as follows:

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 3, TOWNSHIP 78, RANGE 26 WEST OF THE 5TH P.M., IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, NOW INCLUDED IN AND FORMING A PART OF THE ASHWORTH CORRIDOR URBAN RENEWAL AREA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SOUTH MAPLE GROVE PLAT 13, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SOUTH MAPLE GROVE PLAT 9, AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, AND ON THE NORTHERN RIGHT-OF-

WAY LINE OF 88<sup>TH</sup> STREET;

THENCE NORTHEASTERLY ALONG THE SOUTHERN LINE OF SAID SOUTH MAPLE GROVE PLAT 13 AND THE SOUTHERN AND EASTERN LINES OF SAID SOUTH MAPLE GROVE PLAT 9, TO THE NORTHWEST CORNER OF A TRACT OF LAND CONDEMNED BY THE IOWA STATE HIGHWAY COMMISSION FOR USE AND BENEFIT OF THE STATE AS DESCRIBED ON PAGES 64 AND 65 IN CONDEMNATION PROCEEDINGS RECORDED IN BOOK 2 ON PAGE 63 IN THE DALLAS COUNTY RECORDER'S OFFICE;

THENCE EAST ALONG THE NORTH LINE OF SAID CONDEMNED TRACT TO THE EAST LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 3;

THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE SOUTHWESTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF ASHWORTH ROAD;

THENCE NORTHWESTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF ASHWORTH ROAD TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF 88TH STREET;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE OF 88<sup>TH</sup> STREET TO THE POINT OF BEGINNING.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of West Des Moines, Iowa.

The City of West Des Moines, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially

proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 4 would add land to the Urban Renewal Area and add to the list of eligible urban renewal projects to be undertaken within the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of West Des Moines, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(End of Notice)

Section 5. That the proposed Amendment No. 4, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 4 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 21<sup>st</sup> day of September, 2020.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson, City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*



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

**ITEM:** Approval of Proclamation  
Welcoming Week  
September 12-20, 2020

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Welcoming Week is September 12<sup>th</sup> through 20<sup>th</sup> and recognizes new Americans, immigrants and refugees. Through Welcoming Week, organizations and communities bring together immigrants, refugees, and long-time residents to build strong connections and affirm the importance of welcoming and inclusive places in achieving collective prosperity.

The Greater Des Moines Partnership requested that the City of West Des Moines recognize Welcoming Week through a Mayoral proclamation, but it was received after the deadline for inclusion on the September 8<sup>th</sup> meeting agenda. Mayor Gaer signed the proclamation on September 8<sup>th</sup>, and it is now being included on the agenda for formal approval.

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

**RECOMMENDATION:**

Approval of proclamation recognizing Welcoming Week, September 12-20, 2020.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

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

*Proclamation*  
*Welcoming Week*  
*September 12-20, 2020*

*Whereas*, Welcoming Week is Hosted by Welcoming America, National Welcoming Week is an annual series of events in which communities bring together immigrants and those born within their countries in a spirit of unity to build strong connections across their communities and affirm the benefits of welcoming everyone; and

*Whereas*, West Des Moines is home to people of all backgrounds, including those who were not born in the United States, but now call West Des Moines home. New residents are a vital part of our community, along with our long-time residents, bringing ideas, starting businesses, serving in civic roles, working in critical industries, and contributing to the vibrant diversity that we value; and

*Whereas*, To capitalize on diversity as an asset, our community must strive to create a culture and policies that ensure everyone can belong and thrive. That includes addressing disparities, countering hate, understanding history, and helping neighbors come together; and

*Whereas*, Regardless of where we are born or how we identify, we are West Des Moines residents, and our lives are interdependent. We want to continue to come together and build communities where every resident has the opportunity to thrive and contribute. By fostering a welcoming environment for all—regardless of immigration status, race, ethnicity, place of origin, English language proficiency, religion, income, gender, sexual orientation, differing abilities, age, and other factors—we enhance West Des Moines' health, economic prosperity, and well-being for current and future generations; and

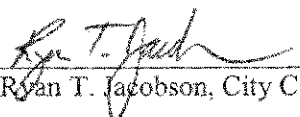
*Whereas*, West Des Moines, along with several community partners, is joining Welcoming Week efforts led by the Greater Des Moines Partnership.

**NOW, THEREFORE**, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim September 12-20, 2020, as "Welcoming Week" in West Des Moines, and I encourage all residents to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, compassionate, and equitable for all.

Signed this 8th day of September, 2020.

ATTEST:

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

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

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Approval of Proclamation  
Salvation Army Day to Rescue Christmas  
September 22, 2020

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** None

**BACKGROUND:**

As COVID-19 continues to affect the lives of the most vulnerable people in Iowa, it has also affected the ability of nonprofit organizations that rely on in-person donations, like The Salvation Army, to serve those in need.

The Salvation Army of Des Moines has requested that the City of West Des Moines proclaim September 22, 2020, as Salvation Army Day to Rescue Christmas.

This initiative is aimed at increasing donations earlier in the year to make up for the losses they expect to feel this winter.

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

**RECOMMENDATION:**

Approval of proclamation recognizing Salvation Army Day to Rescue Christmas, September 22, 2020.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

*Proclamation*  
*Salvation Army Day To Rescue Christmas*  
*September 22, 2020*

*Whereas*, The Salvation Army has been serving the people of Iowa for 133 years both physically and spiritually; and

*Whereas*, The Salvation Army is present wherever need is greatest, especially during the COVID-19 crisis, where vulnerable citizens are more at risk of becoming homeless, hungry, addicted, or spiritually tired; and

*Whereas*, The Salvation Army aims to “Rescue Christmas” for the thousands of people they serve every year in the Des Moines and surrounding area and continue to provide life-changing aid to those who need it most; and

*Whereas*, it is fitting and proper on Salvation Army Day To Rescue Christmas, and on every day, to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Des Moines; and

*Whereas*, Salvation Army Day is an opportunity to encourage citizens to serve others with their resources and time during the difficult period we are all experiencing.

***NOW, THEREFORE***, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim September 22, 2020, as:

Salvation Army Day To Rescue Christmas

in the City of West Des Moines and encourage all citizens to join together to give back to the community in any way that is personally meaningful.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of the City of West Des Moines, Iowa to be affixed this twenty-first day of September two thousand twenty.

Signed this 21st day of September, 2020.

ATTEST:

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

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

**MINOR CHANGES FROM PREVIOUS READING**

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

**Date: September 21, 2020**

**ITEM:** M&W Mini Storage, 2001 Grand Ave - Approval of Establishment of a Planned Unit Development (PUD) - MHC 80 (Des Moines, IA) LLC., d/b/a CubeSmart - ZC-004808-2020

**ORDINANCE: Approval of Second Reading, Waive Third and Adopt Ordinance**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant and property owner, MHC 80 (Des Moines, IA) LLC., d/b/a CubeSmart, represented by Dan Manning with Lillis O'Malley Olson Manning Pose Templeman LLP, Norm Kotoch with NAK Management and Consulting, LLC and Joel Jackson with Bishop Engineering requests approval of a Planned Unit Development (PUD) Ordinance for that property located at 2001 Grand Avenue. The PUD encompasses the property that is home to the currently operating M&W Mini Storage business (aka CubeSmart).

(History) The property is zoned Light Industrial (LI). Per the County Assessor, the mini storage buildings were constructed in 1981. Indoor storage was allowed by right within the zoning district. In 1997, a request to install a cell tower on the site was presented to the City. At that time, it was identified that outdoor storage was occurring on the site without the required approvals by the City. In conjunction with review of the cell tower, approval of the outdoor storage aspect was sought. The City Council denied the cell tower but approved the outdoor storage with the following conditions of approval (case #SP-1999-26):

- 1) *Show the existing storm sewer facilities along the south side of Delavan Drive and the existing right-of-way along Grand Avenue and Delavan Drive on the site plan drawings;*
- 2) *Provide an intake and pipe in place of the Broad Crested Weir to transfer storm water into the public storm mains along Delavan Drive;*
- 3) *Dedicate ten feet (10') of additional right-of-way along Grand Avenue (totaling sixty feet (60') from the centerline), by easement, in accordance with the Comprehensive Plan;*
- 4) *Provide four foot (4') public sidewalks along Delavan Drive per City Code;*
- 5) *Waive the additional 745sq. ft. of required open space, and provide two (2) additional trees in lieu thereof, to provide additional screening;*
- 6) *Construct an eight foot (8') solid wood privacy fence to achieve the required screening of the outdoor storage;*
- 7) *Use evergreen trees in the northwest corner of the site to provide additional, year-round, screening of the outdoor storage;*
- 8) *No outdoor storage shall be permitted in areas which are not screened from public view. No outdoor storage shall be permitted to extend above the height of the screening fence. No outdoor storage shall be permitted in areas designated as open space; and,*
- 9) *Obtain a building permit prior to the construction of the site improvements.*

Recently, in anticipation of sale of the business/property, a zoning compliance letter was completed by the City's Zoning Administrator which identified that several of the above conditions were not complied with rendering the site plan approval void. The City's Legal Department determined that failure to complete required conditions of approval negates the grandfathering of existing site conditions and a new site plan consistent with current code would be needed, including the obtainment of variances from the Board of Adjustment for the non-compliant code requirements under their authority. The continuation of the outdoor storage on the site without City approval is a violation of City Code.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: August 24, 2020

Motion: Adopt a resolution recommending the City Council approve the proposed Planned Unit Development (PUD) Ordinance as proposed.

City Council Action:

Vote: 5-0 approval

Date: September 8, 2020

Motion: Approval of the First Reading of the proposed Planned Unit Development (PUD) Ordinance

**OUTSTANDING ISSUES:** There are no outstanding issues. Staff would note that the minor change to the ordinance is the inclusion of 'CubeSmart' in the official name of the PUD. This is being done for historical clarification that M&W Mini Storage and CubeSmart are the same project. There were no other changes made to the ordinance. Staff would also note that the Irrevocable Offer of ROW as required in condition of approval #1 below was not received due to City Legal and the applicant's legal counsel continuing to work to resolve language within the document. It is anticipated that the agreement language will be finalized and the agreement executed and provided back to the City to allow the associated site improvement plan to be on the City Council's October 5<sup>th</sup> agenda.

**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 and adopt the M&W Mini Storage PUD, subject to meeting all City Code requirements and the following:

1. The property owner executing an Irrevocable Offer of Right of Way Dedication for ten feet (10') of additional Grand Avenue right of way prior to City Council consideration of the associated site plan detailing site improvements.
2. Prior to publication of the PUD Ordinance, the applicant addressing all City comments on the associated site plan which reflects existing site conditions and all improvements to be made.

Lead Staff Member: Lynne Twedt

**Staff Reviews:**

Department Director	<i>LMT</i>
Appropriations/Finance	
Legal	<i>JDS</i>
Agenda Acceptance	

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

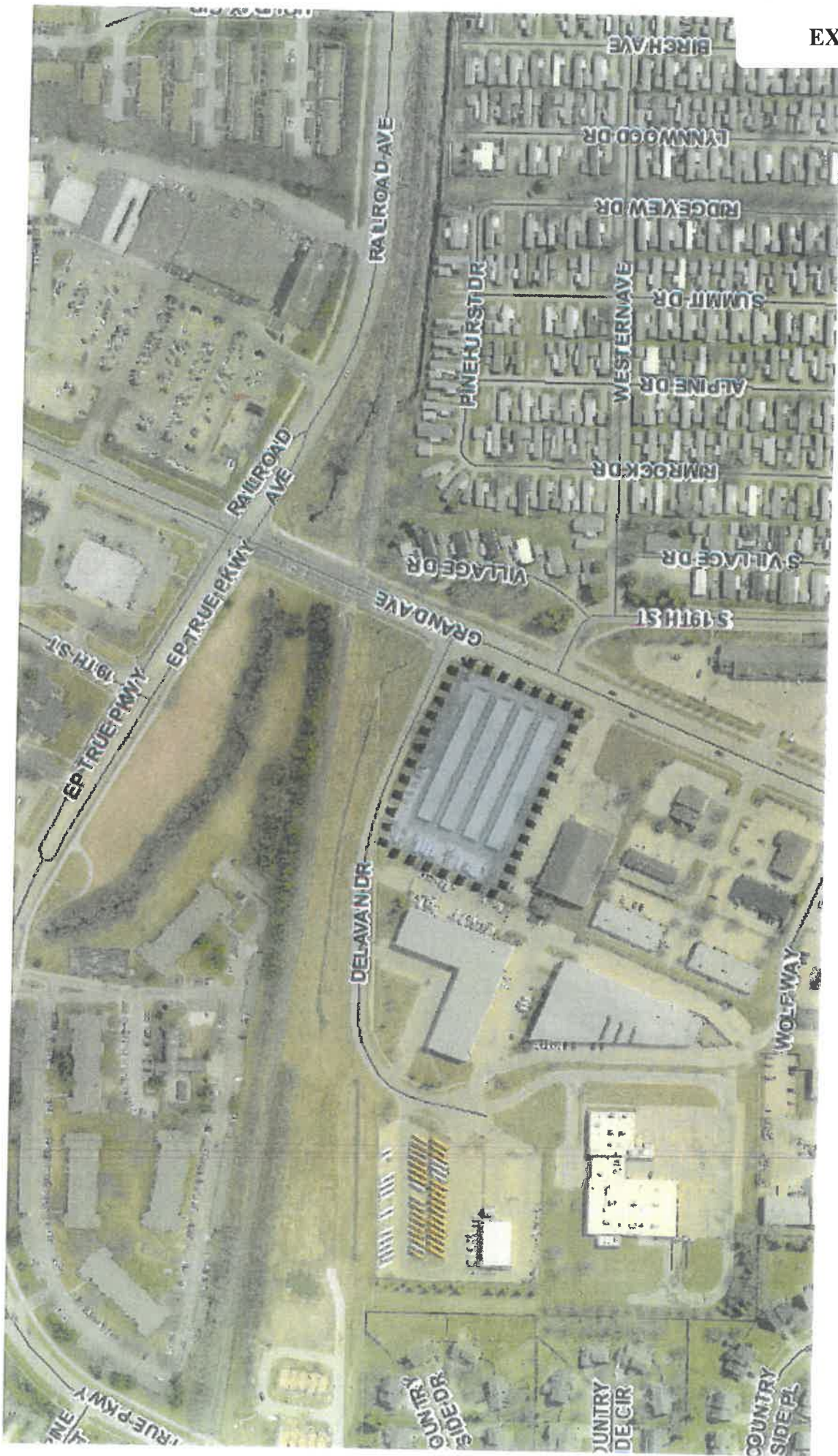
Published In	Des Moines Register
Date(s) Published	August 20, 2020
Letter sent to surrounding property owners	August 19, 2020

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	April 20, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

- Exhibit I - Location Map
- Exhibit II - Proposed Ordinance
- Exhibit A - PUD Sketch Plan





## ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

**SECTION 1. AMENDMENT:** Amend the Zoning Map of the City of West Des Moines, Iowa, to change the zoning of the following legally described property from Light Industrial (LI) to **M&W Mini Storage (CubeSmart)** Planned Unit Development (PUD):

## LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., THENCE SOUTH 21°48' WEST, ALONG A LINE PARALLEL WITH AND 26.38 FEET NORTHWEST OF THE CENTERLINE OF IOWA STATE HIGHWAY NO. 90, 224.2 FEET; THENCE NORTH 68°12' WEST 23.64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE SOUTH R.O.W. LINE OF ASHAWA ROAD AND THE N.W. R.O.W. LINE OF IOWA STATE HIGHWAY NO. 90; THENCE SOUTH 21°48' WEST, ALONG THE N.W. R.O.W. LINE ON IOWA STATE HIGHWAY NO. 90, 280.8 FEET; THENCE NORTH 68°12' WEST, 435 FEET; THENCE NORTH 21°48' EAST 271.2 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF ASHAWA ROAD; THENCE SOUTHEASTERLY ALONG A 683 FT. RADIUS CURVE CONCAVE SOUTHERLY 80.2 FEET; THENCE SOUTH 68°45' EAST ALONG THE SOUTH R.O.W. LINE OF ASHAWA ROAD, 355.6 FEET TO THE POINT OF BEGINNING. ALL OF SAID PARCEL IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 78 NORTH RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA, EXCEPT THAT PART CONVEYED TO THE CITY OF WEST DES MOINES BY WARRANTY DEED RECORDED IN BOOK 12997 PAGE 613, SITUATED IN POLK COUNTY IOWA.

Former Iowa State Highway No 90. is now known as Grand Avenue  
Former Ashawa Road is now known as Delavan Drive

**SECTION 2. INTENT:** The intent of this PUD is to formalize the allowance of an operating mini-storage use within the PUD property while providing for improvements of non-compliant City Code site elements.

**SECTION 3. SKETCH PLAN:** Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan Document for the **M&W Mini Storage (CubeSmart) PUD** marked Exhibit "A". The PUD is comprised of one developed parcel as legally described herein. On file with the City is a site plan documenting current conditions and improvements to be

implemented as outlined in this ordinance (file #ZC-004808-2020). Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan or associated Site Plan, the written text shall prevail.

**SECTION 4. COMPLIANCE WITH CODE:** Any regulation, standard, provision, or requirement that is not specifically addressed within this document that is regulated elsewhere in the City Code of West Des Moines, the requirements of the City Code are applicable and shall be enforced.

All improvements within and adjacent to the property contained within this PUD shall adhere to the standards and design criteria set forth in the West Des Moines City Code and Subdivision Ordinance pertaining thereto, unless otherwise stated within this Ordinance.

The Developer, their successors, and assigns, if any, shall pay all construction and engineering costs for all improvements within and adjacent to the property contained within this PUD required per this ordinance and the West Des Moines City Code.

**SECTION 5. SITE IMPROVEMENTS:**

- A. SIDEWALKS. Public sidewalks shall be constructed along any and all of the property frontages adjacent to a public roadway. The design and location of the sidewalk shall be approved by the City as part of Public Improvement Plans or Site Plan, whichever is deemed applicable by the City Engineer, prior to installation. If deemed necessary, in conjunction with sidewalk improvement plans, a Stormwater Management Plan detailing and addressing the impacts of additional impervious surfacing shall be prepared at the developer's expense, by a professional engineer licensed in the state of Iowa. Any deviations in design or location from standard sidewalk improvements will require the approval of the City Council. All required sidewalks shall be installed within one (1) year of the adoption of this ordinance unless the City Council requires or approves an alternate timeline.
- B. OPEN SPACE. 19.4% (23,656 square feet) of the site shall be maintained as open space. Open Space shall be considered those areas unencumbered by structures, off-street parking, outdoor storage areas, and vehicle use drives, loading and other areas. A minimum of two (2) trees and three (3) shrubs shall be provided for every 3,000sf of open space based on 20% of the site. Minimum vegetation requirements for one category or landscaping purpose are in addition to another (i.e. open space vegetation is in addition to vegetation implemented for screening of parking or outdoor storage).
- C. PARKING and CIRCULATION DRIVES.
  - 1. A minimum of five (5) patron parking spaces shall be provided within the site. If additional parking is determined to be needed by evidence of patron vehicles parking on grass areas or adjacent to storage units beyond the time necessary to load and unload, additional parking, up to a maximum of eighteen (18) stalls will be required to be implemented. A portion of the allowed outdoor storage areas will need to be converted to provide the additional parking so as to not further decrease the percentage of open space provided within the site. Said converted parking areas will need to comply with all of the provisions stated within this section, including being paved.
  - 2. Off-street parking areas shall be setback a minimum of ten feet (10') from property boundaries.
  - 3. Patron parking shall occur on paved surfaces only. No curbing shall be required along the perimeter of off-street parking areas.
  - 4. Vehicle circulation pathways within the site shall be paved in accordance with City Code, except no curbing shall be required.

5. Views of patron parking areas from adjoining public roadways shall be screened to a height of three feet (3') through the use of topography, maximum three-foot (3') fencing or wall or vegetation of a coniferous variety.
6. Patron parking areas shall be marked in accordance with the Manual on Uniform Traffic Control Devices (MUTCD, Federal Highway Administration) standards.
7. Patron parking shall not be used for storage of vehicles or other items and materials.
8. To ensure the ability of emergency response vehicles to circulate within the site, patron vehicles shall not be parked adjacent to storage units longer than the time necessary to load or unload items to/from the storage unit.

D. DUMPSTER ENCLOSURE. At such time that the existing dumpster enclosure warrants rebuilding due to deterioration of materials, the dumpster shall be relocated to the northwest corner or within the western outdoor storage area. The dumpster enclosure will need to comply with current City Code regulations regarding materials and access.

E. OUTDOOR STORAGE. Outdoor storage areas shall not be expanded beyond what exist at the time of adoption of this ordinance. The outdoor storage of vehicles and materials shall be allowed along the western boundary of the site and the western 240 feet of the northern boundary under the following conditions:

1. An eight-foot (8') tall, opaque fence is erected adjacent to all outdoor storage areas at a minimum ten-foot (10') setback from all property boundaries.
2. No vehicles, including recreational vehicles or materials stored along the northern boundary shall be visible above the fence.
3. Views of the western storage area from the adjoining property to the south shall be mitigated through topography and/or implementation of vegetation. Any existing vegetation currently located along the southern boundary (indicated on the 2020 site plan on file with the City) removed that results in views of the western storage area shall be replaced with equal caliper inches of diameter at breast height (dbh) (i.e. a 4" tree removed shall be replaced with the equivalent of 4" of trees, that is, four 1" trees, two 2" trees, etc.).
4. Screening of views of the western outdoor storage area from the Grand Avenue frontage shall not be required.
5. Gravel surfacing shall be allowed when bounded by either a solid fence or a minimum six inch (6") wide curb to contain the gravel and prevent migration of the gravel material into grass areas. Said curb shall be comprised of a material capable of withstanding the weight of maintenance equipment without crumbling such as, wood, asphalt, concrete, or other suitable material approved by the City. Asphalt or concrete pavement shall be required when the above fence and curbing parameters are not provided.
6. No outdoor storage shall be allowed within drive aisles associated with the covered storage units or at the terminus ends of the buildings.

**SECTION 6. TIMING OF IMPROVEMENTS:** Unless an alternative timeline is specified here within, or approved by the City Council, the following improvements shall be installed within six (6) months of the adoption of this ordinance, unless an extension of time is specifically granted by the City Council. Failure to complete said improvements or comply with provisions stated above (such as, but not limited to E-5) will forever render the site void of the opportunity to have an outdoor storage component as part of the mini storage operation. Upon determination of failure to comply with the requirements stated above, the property owner shall have thirty (30) days to remove all outdoor storage areas and return the areas to grass. Failure to comply within thirty (30) days will result in the violations and penalties as stated in Section 9 of this ordinance.

**SECTION 7. REPEALER:** All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 8. 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 9. 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 10. 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 11. EFFECTIVE DATE:** This Ordinance shall be in full force and effect 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.

\_\_\_\_\_  
Steve Gaer, Mayor

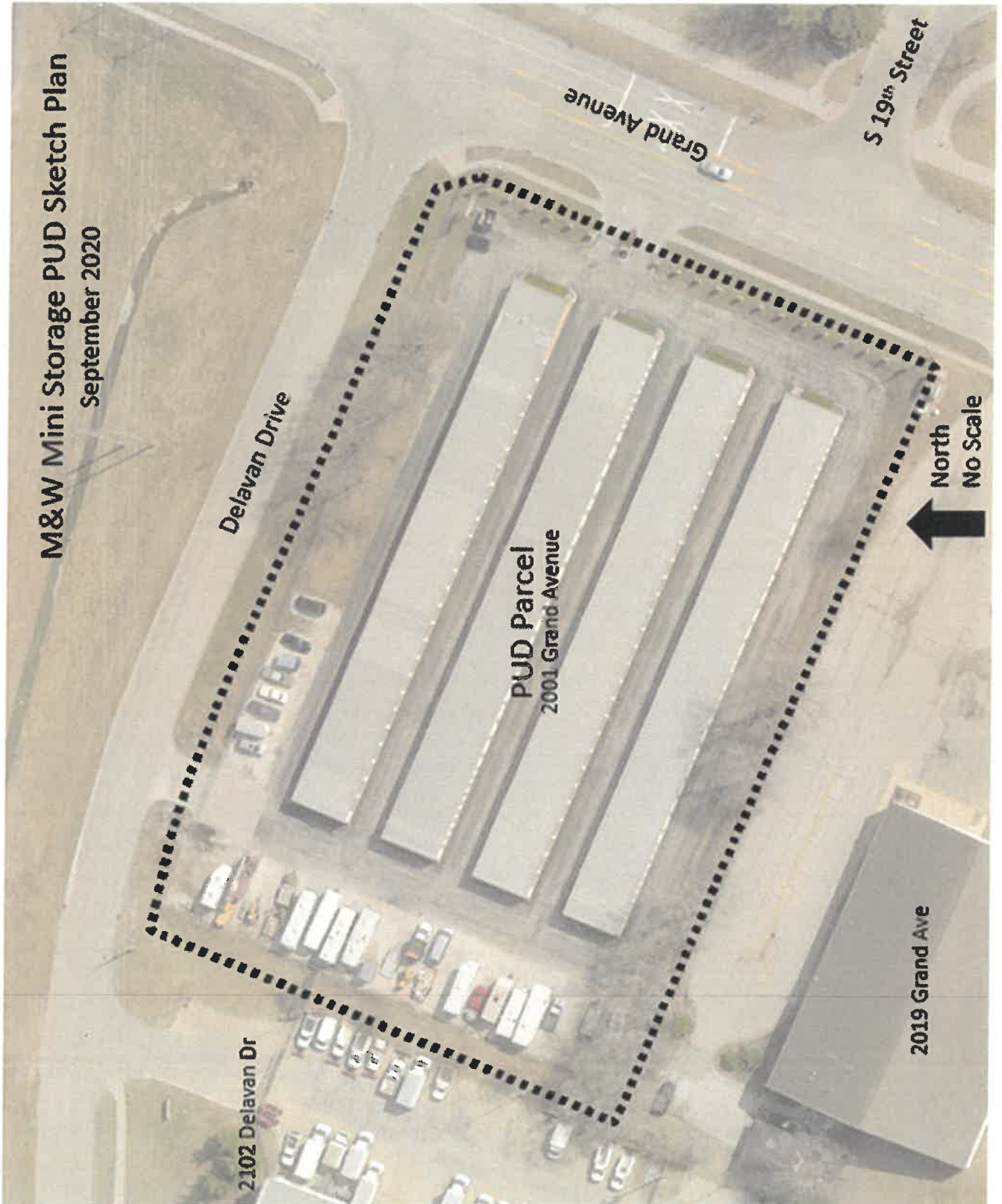
**ATTEST:**

\_\_\_\_\_  
Ryan Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Ryan Jacobson, City Clerk

Exhibit A  
PUD Sketch Plan



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

Date: September 21, 2020

**ITEM:** Erik's Bikes PUD, 950 1<sup>st</sup> Street – Establish the Erik's Bikes Planned Unit Development – EBS Property Iowa, LLC – ZC-004771-2020

**Ordinance: Approval of First Reading to Establish the Erik's Bikes PUD**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant and owner, EBS Property Iowa, LLC, d/b/a Erik's Bike Shop, is requesting approval of a rezoning request to establish the Erik's Bikes Planned Unit Development (PUD) for approximately 38,364 square feet located at 5. The applicant is proposing to construct an Erik's Bike Shop building on the site. Erik's Bike Shop is moving from its current location at 301 Grand Avenue to this site because of the future widening of Grand Avenue. This will cause the need for removal of the existing Erik's Bike Shop building that is located within the expanded right-of-way of Grand Avenue.

Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Crowley absent

Date: September 14, 2020

Motion: Adopt a resolution recommending the City Council approve the Rezoning to establish the Erik's Bikes PUD

**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 - Development & Planning: *July 6, 2020 & August 17, 2020*
- Staff Review and Comments
  - *Grand Avenue Redevelopment Plan*
  - *Site Access*
  - *Building Architecture*
  - *Streetscape*
- Comprehensive Plan Consistency
- Noticing Information
- 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 rezoning request to establish the Erik's Bikes Planned Unit Development with underlying zoning of Community Commercial (CMC), subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP

**Staff Reviews:**

Department Director	LT
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

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

Published In	Des Moines Register
Date(s) Published	September 4, 2020
Letter sent to surrounding property owners	September 3, 2020

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	July 6, 2020 & August 17, 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 - Location Map
  - Attachment B - Commission Resolution
    - Exhibit A - Conditions of Approval
  - Attachment C - Erik's Bikes PUD Ordinance (*moved to Exhibit II*)
    - Exhibit A - PUD Sketch Map (*moved to Exhibit II*)
    - Exhibit B - Architectural Precedent Images (*moved to Exhibit II*)
- Exhibit II - Erik's Bikes PUD Ordinance
  - Exhibit A - PUD Sketch Map\*\*
  - Exhibit B - Architectural Precedent Images\*\*

\*\*PUD Sketch Map and Architectural Precedent Images included in staff report are for illustrative purposes only – Approved plans on file with the City.

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

**Meeting Date:** September 14, 2020

**Item:** Erik's Bikes PUD, 950 1<sup>st</sup> Street – Establish the Erik's Bikes Planned Unit Development – EBS Property Iowa, LLC – ZC-004771-2020

**Requested Action:** Recommend Approval of Rezoning

**Case Advisor:** Brian Portz, AICP *BP*

**Applicant's Request:** The applicant, EBS Property Iowa, LLC, d/b/a Erik's Bikes, is requesting approval of a rezoning request to establish the Erik's Bikes Planned Unit Development (PUD) for approximately 38,364 square feet located at 950 1<sup>st</sup> Street. The applicant is proposing to construct an Erik's Bike Shop building on the site. Erik's Bike Shop is moving from its current location at 301 Grand Avenue to this site because of the future widening of Grand Avenue. This will cause the need for removal of the existing Erik's building that is located within the expanded right-of-way of Grand Avenue.

**History:** The subject property was old right-of-way for Ashworth Road along with City owned property adjacent to the railroad tracks. The Ashworth Road right-of-way was vacated in 1971. A plat of survey was approved on May 18, 2020 to allow the transfer of ownership of the property to the applicant.

**City Council Subcommittee:** This item was presented to the Development & Planning City Council Subcommittee at their July 6, 2020 meeting as an informational item only. There was no discussion or disagreement with the proposed project. The proposed architecture of the Erik's Bikes building was also discussed by the Subcommittee on August 17, 2020 with staff indicating that the applicant was intending to design the building in the "Doo Wop" or "Googie" architectural style, which is one of three major styles of architecture allowed within the Val-Gate area. At the time, staff was still working with the applicant on the building design.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. Staff would summarize the following key points of interest:

- **Grand Avenue Redevelopment Plan (Val-Gate):** This property is located within what is known as the Val-Gate District which is an area identified for redevelopment. The intent of the Val-Gate area is to provide the opportunity for properties within the plan area to redevelop while creating a unique and identifiable district within the City. To achieve this, several contextual development standards/guidelines are encouraged during redevelopment. Due to the constraints and challenges of certain current zoning code requirements when doing infill development in the Val-Gate area, Planned Unit Developments (PUDs) are proposed which establish specific design standards that respond to the unique aspects of the site. This proposed PUD responds to the development intent and establishes regulations for the proposed Erik's Bikes PUD.
- **Site Access:** Access to the site will be via an east/west street south of Val Lanes and north of Casey's that will be constructed by the City. This street is proposed to be constructed as a part of the Grand Avenue widening project to provide alternative east/west accesses to the properties north of Grand Avenue. Access to the site from Ashworth Road will be via a shared access drive with Val Lanes. A cross access/parking easement has been prepared to allow for shared access and parking between Val Lanes and the proposed Erik's Bikes building.
- **Building Architecture:** Staff has been working with Erik's Bikes to develop architectural designs which capture the design intent of the Val-Gate District. The area within the Val-Gate District saw the majority of its original development in the 1950's. There are three major styles of architecture



related to this period of development (Mid-Century Modern, Roadside Architecture and "Doo Wop" or "Googie").

To build on and reinforce the context of this area and create a neighborhood identity that recognizes its history, all buildings within the Grand Avenue Redevelopment Plan shall include elements of these architectural styles in their building design. The intent is not to create period reproductions of the 1950's buildings, but to incorporate the forms and elements representative of the 1950's building design within the design of new structures. As one architectural style may be more appropriate for different building types and functions, the Developer has the flexibility to select which architectural style would be the best fit for their development. The applicant has chosen Doo Wop/Googie architecture for this project.

Doo Wop/Googie designs typical of the mid-century era reflected a new focus of fun, space travel and flight with the use of bright colors, bold patterns and shapes that expressed movement. The applicant has proposed the following elements in their recognition of Doo Wop/Googie architectural style: the main building mass is clad with a bold large format checkerboard pattern and the two secondary building masses are clad in a bright red color. The larger secondary mass has a slanted side wall to convey movement and the entry canopy has a wraparound streamlined design, repeating the forms indicative of space travel and flight.

Per the Redevelopment Plan, all sides to each building are to receive high quality materials and finishes (360° architectural treatment). Products and materials used should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time. Primary building materials should include, but are not limited to glass, steel, concrete, natural wood, stone, brick, cement fiber or composite materials and architectural metals. The proposed design does meet the criteria noted above.

- **Streetscape:** The Grand Avenue Redevelopment Plan identifies the streetscape intent for the Val-Gate district and includes vegetation, furniture, and ornamental stone wall screening elements as illustrated in the Grand Avenue Redevelopment Plan. This streetscape is intended to provide desired green to the City, reinforce a district identity, provide visual screening of parking and other negative site elements, bring human scale to adjoining buildings and provide traffic calming benefits. This landscaped edge with hardscape elements or 'streetscape' will be provided along both 1<sup>st</sup> Street and Ashworth Road.

**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 the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**Noticing Information:** On September 4, 2020, notice for the September 14, 2020, Plan and Zoning Commission and September 21, 2020, City Council Public Hearings on this project was published in the Des Moines Register. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on September 3, 2020.

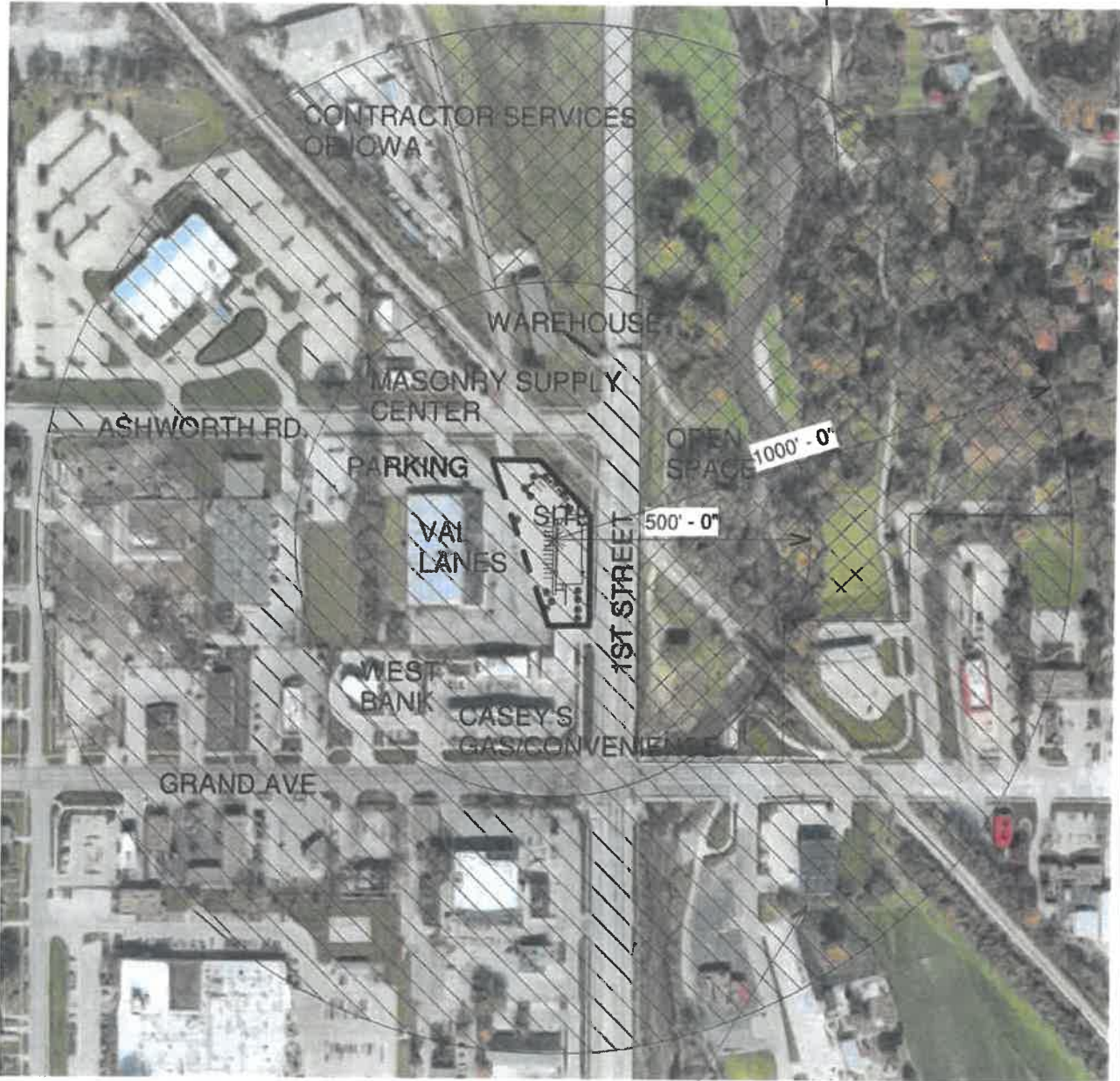
**Staff Recommendation And Conditions Of Approval:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the Plan and Zoning Commission adopt a resolution to recommend the City Council approve the rezoning request to establish the Erik's Bikes Planned Unit Development with underlying zoning of Community Commercial (CMC), subject to the applicant meeting all City Code requirements.

**Property Owners:** EBS Property Iowa, LLC  
9201 Penn Avenue, Suite 1  
Bloomington, MN 55431  
[erik@erikbikeshop.com](mailto:erik@erikbikeshop.com)

**Applicant's Representatives:** Ben Peters  
Appro Development  
21476 Grenada Avenue  
Lakeville, MN 55044  
[benp@approdevelopment.com](mailto:benp@approdevelopment.com)

**ATTACHMENTS:**

- Attachment A - Location Map
- Attachment B - Plan and Zoning Commission Resolution – Rezoning
- Exhibit A - Conditions of Approval
- Attachment C - Erik's Bikes PUD Ordinance
- Exhibit A - PUD Sketch Map
- Exhibit B - Architectural Precedent Images

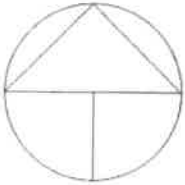


COMMERCIAL/  
RETAIL

1 VICINITY PLAN  
A1-7 1" = 300'-0"

ERIK'S BIKES  
WEST DES MOINES, IA

6-25-2020



NORTH

RESOLUTION NO. PZC-20-061

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST TO ESTABLISH THE ERIK'S BIKES PLANNED UNIT DEVELOPMENT

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the property owner EBS Property Iowa, LLC, has requested approval of a Rezoning Request for property located at 950 1st Street to amend the Zoning Map and establish the Erik's Bikes Planned Unit Development with underlying zoning of Community Commercial (CMC); 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 September 14, 2020, this Commission held a duly noticed hearing to consider the application for the Rezoning Request (ZC-004771-2020); and

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

SECTION 1. The findings, for approval, in the staff report, dated September 14, 2020, or as amended orally at the Plan and Zoning Commission hearing of September 14, 2020, are adopted.

SECTION 2. REZONING REQUEST (ZC-004771-2020) to establish the Erik's Bikes Planned Unit Development (PUD) is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated September 14, 2020, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on September 14, 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 September 14, 2020, by the following vote:

AYES: Andersen, Conlin, Costa, Drake, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT: Crowley

ATTEST: *Jennifer Canaday*  
Recording Secretary

Exhibit A:  
Conditions of Approval

No Conditions of Approval

Prepared by: B. Portz, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265  
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265  
Tax Statement: Not Applicable

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019 BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.**

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

**SECTION 1. AMENDMENT:** Amend the Zoning Map of the City of West Des Moines, Iowa, to change the zoning of the following legally described property from Unzoned to **Erik's Bikes** Planned Unit Development (PUD):

**LEGAL DESCRIPTION:**

PART OF THE VACATED ASHWORTH ROAD RIGHT OF WAY AND PART OF LOT 6, MURROWDALE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, MC CURNIN PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA ; THENCE NORTH 89°33'08" EAST, 283.54 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD; THENCE NORTH 19°21'41" WEST, 52.85 FEET ON THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19°21'41" WEST, 340.56 FEET ON THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD TO A POINT; THENCE SOUTH 89°51'00" EAST, 92.61 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTH 43°15'37" EAST, 145.63 FEET ON THE WEST RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILWAY TO A POINT 60.00 FEET WEST OF AND MEASURED PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 0°05'00" EAST, 214.38 FEET ON A LINE PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE SOUTH 89°33'08" W, 79.82 FEET ON A LINE PARALLEL TO AND 50.00 FEET NORTH OF SAID LOT 2, MC CURNIN PLACE TO THE POINT OF BEGINNING CONTAINING 0.88 ACRES, MORE OR LESS.

**SECTION 2. DEVELOPMENT INTENT:** The Erik's Bikes PUD intends to provide a framework for development standards reflective of the realities and constraints of redevelopment and to establish design standards to reinforce the intent of the Grand Avenue Redevelopment Plan to respect the context of the area and create a neighborhood identity that recognizes the area's original development history. The Erik's Bikes PUD is located within the area identified for redevelopment by the Grand Avenue Redevelopment Plan. Redevelopment in this area is intended to create a special iconic district within the city of West Des Moines known as the Val-Gate district. All development within this district must be in furtherance of the goals of the Grand Avenue Redevelopment Plan. The city of West Des Moines Val-Gate district Grand

Avenue Redevelopment Plan and all appendices and exhibits, as amended, are hereby incorporated as part of the Erik's Bikes PUD.

The Grand Avenue Redevelopment Plan identifies major street patterns, access and interconnection points, district streetscape locations and typical design including signage and pedestrian elements. The intent of the redevelopment plan is to provide a tool that can be used to promote the communication and cooperation between adjacent property owners and developers within the overall district to create and ensure a cohesive and unified development.

Properties within the Grand Avenue Redevelopment Plan may be referred to as the Val-Gate district.

**SECTION 3. SKETCH PLAN:** Attached hereto (or on file with the city) and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan document for Erik's Bikes PUD marked Exhibit "A". The Sketch Plan is a graphic representation of the property included in the PUD for the purpose of easier reference for the applicable regulations of this Ordinance. Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail.

**SECTION 4. REQUIRED PLANS:** The following plans shall be required as a part of the processing of any development application for any property within the Erik's Bikes PUD:

- A. **Planned Unit Development:** A planned unit development (PUD) identifies detailed development criteria for specific areas within the Grand Avenue Redevelopment Plan area. The planned unit development shall conform to the general development intent identified in the approved redevelopment plan. The planned unit development shall be reviewed by the Plan and Zoning Commission and adopted by the City Council by ordinance.

This document shall constitute the Planned Unit Development Ordinance for Erik's Bikes. On file in the city is a sketch plan that illustrates the overall site layout concept (Exhibit A). This document and any referenced documents or exhibits (on file with the city clerk) are intended to specify the components, parameters, and requirements to be adhered to and implemented in order to ensure the realization of the Grand Avenue Redevelopment Plan. It is recognized that modifications and changes may be necessary due to changes in building footprints, site details, and response to market demand. At the discretion of the Director of Development Services, changes to the layout of the development that are deemed to be "major" changes shall require an amendment to the sketch plan and ordinance, if applicable. Major amendments shall require the review and approval of the Plan and Zoning Commission and City Council.

Where the sketch plan and PUD language conflict, the PUD language shall prevail.

- B. **Development Applications (Site Plans or Modifications to a Site Plan):** Site plans for development within the Erik's Bikes PUD must meet the intent of the approved PUD. A site plan for the development of the site shall be submitted to the City of West Des Moines for review and approval prior to the development of any portion of the lot. Site plans for permitted uses which comply (as determined by the Director of Development Services or designee) with the design intent as set forth in this PUD will be subject to review via the City's development review process and shall receive final approval from the City Council following a recommendation from the Plan and Zoning Commission. Site plans for uses identified as Permitted Conditional (PC) shall require approval from the Board of Adjustment. At the discretion of the Director of Development Services, an amendment to the Erik's Bikes PUD may be required to bring consistency between the ordinance and site plan development proposed.

**SECTION 5. COMPLIANCE WITH CODE:** Unless otherwise specified herein, the development of the Erik's Bikes PUD shall comply with the provisions of the West Des Moines city code.

**SECTION 6. DEVELOPER RESPONSIBILITIES:**

- A. Unless otherwise specifically approved by the City Council, the developer, its successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the Planned Unit Development as required by this ordinance, and shall pay all costs related to approved

site plans, which may include, but is not limited to, the cost of all storm sewers, sanitary sewers, water mains and service lines, drainageway improvements, detention basins, buffers, and other improvements as required. No occupancy permits, either temporary or permanent, shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and accepted by the City of West Des Moines. Nothing in this ordinance shall be construed to prevent the developer, its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

- B. The developer shall be responsible for the maintenance of the area encompassing the streetscape easement and related public right of way, including trash removal for the trash receptacles.
- C. Developer's responsibilities include all obligations contained in this section as well as those responsibilities set forth in this ordinance.

**SECTION 7. LAND USE:** All general use regulations and provisions set forth in title 9, "Zoning", of the West Des Moines city code for the Community Commercial district (CMC), shall apply to any development proposal within the Erik's Bikes PUD area, unless noted elsewhere within this ordinance.

- A. Allowed Uses: Uses allowed for parcels within Erik's Bikes PUD shall be those uses identified as permitted or permitted conditional for the Community Commercial (CMC) district.
- B. Prohibited Uses: The following uses normally allowed in the Community Commercial (CMC) district shall be prohibited in the Erik's Bikes PUD:

SIC 4522	Heliport/helistop
SIC 4925	Mixed, manufactured or liquefied petroleum gas production and/or distribution (except: production and manufacturing)
SIC 58	Eating and drinking places
SIC 592	Liquor stores
SIC 5999	Adult entertainment establishment
SIC 6099-9901	Functions related to deposit banking NEC: Check cashing agencies
SIC 6141	Personal credit institutions (a.k.a., delayed deposit lenders)
SIC 75	Automotive repair, services, and parking

- C. Drive-Throughs: No drive-throughs, regardless of type, shall be permitted within the Erik's Bikes PUD.

**SECTION 8. VEHICLE TRIP ALLOCATION:** The traffic study completed by the city of West Des Moines dated July 20, 2020 and approved for the Erik's Bikes PUD parcels estimates a total of 286 average daily trips (ADT); 7 A.M. peak; and 29 P.M. peak vehicle trips collectively for the development. These numbers constitute the number of total vehicle trips allocated to the Erik's Bikes PUD. The combination of tenants/uses within the PUD area cannot collectively generate vehicle trips which exceed that allocated as indicated.

Development of the PUD area and implementation of desired land uses will be limited by the available number of trips designated above for the Erik's Bikes PUD, as well as compliance with all applicable regulations within this ordinance or city code. The traffic to be generated must be less than or equal to that allocated. The traffic allocation indicated above shall be an entitlement to the PUD area. Traffic generation due to subsequent redevelopment, expansion or change of use shall not exceed the maximum traffic allocation stated previously. Alternate uses to that currently anticipated may be allowed, following

completion of an amendment to the approved traffic study analyzing the proposed alternative and appropriate city approval if the existing uses and the proposed change(s) collectively do not exceed 286 average daily trips (ADT); 7 A.M. peak; and 29 P.M. peak vehicle trips allocated to this parcel.

Overall trips for the Val-Gate district must remain within the caps established for the Val-Gate district as a whole which were established as part of the Grand Avenue Redevelopment Plan traffic study. Future development within the Erik's Bikes PUD may be limited by available trips due to traffic generated elsewhere within the district.

**SECTION 9. STORMWATER MANAGEMENT PLAN:** A master stormwater management plan (MSWMP) for the entire Grand Avenue redevelopment area which governs the overall stormwater management of the Val-Gate district has been prepared by the City of West Des Moines. Specific stormwater management plans (SWMP) will be required with the submittal of each site development plan. The specific stormwater plans shall be prepared at the developer's expense, by a professional engineer licensed in the state of Iowa. All specific stormwater management plans shall comply with the city's applicable design standards for stormwater management existing at the time each development (site plan) is approved. Said SWMP must demonstrate compliance with the Grand Avenue Redevelopment master stormwater management plan, if available, at the time of site plan approval.

The developer(s) of the Erik's Bikes PUD shall be required to participate in the Grand Avenue redevelopment stormwater management facilities per their pro rata share of stormwater contribution for the Val-Gate district.

**SECTION 10. SITE ACCESS:** Two permanent access drives to the Erik's Bikes PUD shall be allowed.

A. Access Locations:

1. The northern entrance shall be a shared access with the property to the west with the execution of a private access easement.
2. The southern entrance to the PUD will also be a shared access with the property to the west. The drive shall be accessed from a new east/west road from an existing driveway from 1<sup>st</sup> Street. This access road shall be constructed by the City.

**SECTION 11. PARKING:**

A. Off Street Parking:

1. All off street parking areas shall be sited and landscaped to mitigate visibility thereof from street rights of way and pedestrian pathways. Parking areas shall be screened to a minimum height of three feet (3').
2. Parking stall measurements and drive aisle widths shall conform to title 9, chapter 15 of the city code.
3. It is desired that all off street parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their function. Landscape islands and/or pods shall be implemented in accordance with title 9, chapter 19 of the city code of West Des Moines except that parking rows along a building face shall only be required to implement terminal islands at the end of parking rows and shall not be required to provide intermediate islands within a linear row of parking.

B. Parking Ratios: The minimum number of parking stalls provided shall be 3.5 parking spaces per 1,000 square feet of gross floor area of the primary building. A shared parking agreement will be utilized with the property to the west to provide a portion of the required parking.

C. Off Street Parking Lot Setbacks: Parking shall be set back so as to provide a minimum of ten feet (10') from the ultimate street right of way of 1<sup>st</sup> Street and Ashworth Road. No minimum setback shall be required along the west property line because of shared parking that will be utilized with the property to the west.

**SECTION 12. PEDESTRIAN ELEMENTS:** The Erik's Bikes PUD, in alignment with the Grand Avenue Redevelopment Plan, aims to encourage pedestrian movement and opportunities for pedestrian interaction



through the implementation of multiple and connected pathways to and from parcels within the redevelopment area. In addition, to encourage pedestrian activity, site furniture and benches for pedestrian use shall be provided along public streets within an area of enhanced landscaping. One pedestrian area shall be provided for every two hundred linear feet (200') of frontage (streetscape). Each pedestrian area shall contain at a minimum two (2) benches and one trash receptacle. These pedestrian areas may be spaced along the frontage or grouped to create more of a larger plaza area. Development of these areas shall comply with the Grand Avenue Redevelopment Plan guidelines with details of the development of each area to be specified, reviewed, and approved at the time of site plan development. Unless otherwise specified, the installation of these pedestrian elements shall be by the developer of the Erik's Bikes PUD at the time of development. A public access easement will be required for the streetscape area at the time of site plan review to allow public use of the pedestrian elements.

**SECTION 13. LANDSCAPING:** Landscaping must be provided in accordance with city code unless otherwise modified within this ordinance. Details regarding specific varieties, exact quantities, and the minimum size at time of planting shall be provided and approved as part of the site plan submittal and shall meet the general guidelines in respect to the minimum plant sizes traditionally applied to development within the city. The minimum vegetation quantities specified within this ordinance will need to be provided. The provision of additional vegetation above the minimum amount required may be necessary to fulfill the intent (i.e., visual mitigation/screening) of the required landscaping.

- A. **Open/Green Space:** Due to the nature of the intended redevelopment in respect to existing development pattern, uses, and densities, the amount and locations of open space and green space/vegetation within the redevelopment area will vary. As a general rule, the maximum amount of "green" (open lawn areas and vegetation) should be provided within a site. To allow the most flexibility in planning, the site shall attempt to provide a minimum of twenty five percent (25%) open space; however, the PUD area shall not contain less than fifteen percent (15%) open space or more than eighty five percent (85%) impervious surface. Plaza and streetscape areas along with any areas associated with outdoor pedestrian use may be counted toward fulfilling the minimum open space requirement. Plazas and outdoor pedestrian use areas to be counted toward fulfilling minimum open space requirements may be paved (impervious) as long as the paving is part of a planned hardscape and softscape enhancement of the plaza or pedestrian area.

A minimum of two (2) trees and three (3) shrubs shall be provided for every three thousand (3,000) square feet of required open space which shall be based on twenty five percent (25%) of the site regardless of the actual amount provided. Of the required trees, fifty percent (50%) shall be of an overstory or evergreen variety unless otherwise done for design intent and specifically approved by the appropriate reviewing body. No substitution for required trees is allowed; however, a twenty (20) square foot mass planting of perennial flowers or ornamental grasses may be substituted for three (3) shrubs. The incorporation of evergreen vegetation is encouraged to provide winter substance within the landscape. Vegetation required as part of the open space may be placed into off street parking areas, streetscape areas or required buffers but is in addition to vegetation required of streetscape areas.

- B. **Streetscaping:** A landscaped edge with hardscape elements or "streetscape" shall be provided along 1<sup>st</sup> Street and Ashworth Road. These streetscapes are intended to provide desired green to the city, reinforce a district identity, provide visual screening of parking and other negative site elements, bring human scale to adjoining buildings and provide traffic calming benefits. The streetscape shall be accomplished in accordance with the Grand Avenue Redevelopment Plan streetscaping intent and shall include vegetation, furniture, and ornamental stone wall screening elements as illustrated in the Redevelopment plan. Monument signs and pedestrian elements such as patios and walkways may encroach into the streetscape area; however, no buildings or off-street parking may encroach.

A minimum ten-foot (10') streetscape easement shall be provided parallel with 1<sup>st</sup> Street and Ashworth Road to provide area for district streetscape, signage and to maintain utility corridors. The developer shall provide the necessary easement at the time of final plat.

Streetscape landscaping shall be placed within the streetscape easement on the private property.

Landscape vegetation and amenities such as pedestrian benches and ornamental wall stones shall be implemented within the streetscape area to provide screening of off-street parking areas to a minimum height of three feet (3'). To aid in achieving this, a minimum of two (2) trees and ten (10) shrubs shall be required for every fifty (50) linear feet of streetscape distance. Of the required number of trees, a minimum of one-half (1/2) must be overstory in nature. No substitution of shrubs for required trees shall be allowed. Additionally, three (3) "ornamental wall stones" as illustrated in the Grand Avenue Redevelopment Plan shall be provided for every one hundred linear feet (100') of streetscape. It is recommended that the stones be clustered in groups of at least three (3) stones amongst and between groups of shrubs to provide mass and screening rather than be equally spaced along the streetscape length.

- C. Screening Of Negative Site Elements: Electrical transformers, trash dumpsters, service areas and loading docks, heating, ventilation, air conditioning, generators, utility meters, and other mechanical equipment which is located on, beside or adjacent to any building or development shall be visually screened from views from adjacent roadways, pedestrian paths, and adjoining properties.
- D. Vegetation Placement: Understory trees are an acceptable replacement for overstory trees and upright evergreen trees within public utility easements. The presence of utility easements shall not provide a basis for noncompliance with landscaping provisions found within this ordinance and within any applicable codes. The placement of public utility easements within streetscapes and buffer parks is discouraged due to the potential conflict between trees and the need to access the lines for repair.

**SECTION 14. SIGNAGE:** All proposed exterior signage or interior signage that is primarily placed to be viewed from outside of the building requires the review and approval of a sign permit by the City of West Des Moines. All signage shall follow the architectural theme of the Grand Avenue Redevelopment Plan and shall comply with title 9, chapter 18 of the city code except as modified herein or within the Grand Avenue Redevelopment Plan. Sign design and construction not typically allowed by code may be permitted by the sign administrator if it is deemed to carry and reinforce the design intent of the Val-Gate district. Allowance of alternate design and construction measures shall only be allowed if there is no other code compliant manner in which to create the sign. The use of LED illumination for signage emulating "neon style" lighting and relevant to the architectural theme of the district may be allowed with the approval of the Development Services Director or their designee. The following additional modifications to title 9, chapter 18 of the city code are hereby made:

**A. Business Identification Signs:**

1. Business identification signs, including wall, ground monument, roof, and projecting signs shall be consistent with and reinforce the design intent of the redevelopment plan.
2. This site shall be allowed one (1) square foot of wall signage per linear foot of building frontage along 1<sup>st</sup> Street and Ashworth Road. The allowed signage may be divided into multiple signs as long as the total amount of sign area earned, based upon the formulas above, is not exceeded. Wall signs shall not exceed 1 square foot per the building façade's linear footage (i.e. a 20' foot long building side is allowed up to 20 sf of signage). If the front of a building faces away from the street frontage, that wall area for the front of the building would earn signage at a rate of one-half (1/2) square foot of sign area per linear footage of said wall.
3. A projecting sign shall be permitted as wall signage up to a maximum of thirty-five (35) square feet of the allowed wall signage for a building. Said sign shall be allowed to extend above the building roof no more than one-half (1/2) the height of the sign.
4. Ground monument signs shall be allowed in accordance with city code for the CMC district with the following exception:
  - a. The main sign structure shall not exceed thirty-five (35) square feet and five feet (5') in height. Up to an additional one foot (1') of height shall be allowed for columns or other architectural elements.
5. Window Signs: Window graphics must be less than 25% of the glazed surface on the windows on the same wall to be allowed as window signage, Window signage is not counted towards allowed building signage and no permit is required. If window graphics exceed the 25% allowed, they are counted toward the allowed building signage and would require a permit.

6. Illuminated banding (led) may be allowed on the primary structure, canopy and/or monument signs if it is approved as part of the architectural design.
7. All signs: Lighted signs will be required to have a timer to shut off the sign illumination, as required in the City Sign Code, between 11:00 PM and 5:00 AM unless the business is open later than 11:00 PM, then the signs shall be shut off within one hour of closing.

**SECTION 15. LIGHTING:** Consistent with the redevelopment plan, the Erik's Bikes PUD shall incorporate a variety of light fixtures ranging from parking lot lights and roadway fixtures to pedestrian pathway lights. Lighting shall be IDA dark sky compliant unless otherwise approved by the City of West Des Moines. Included within section 6 of the Grand Avenue Redevelopment Plan are design specifications and requirements along with sketches and images of the intended lighting series. All lighting within the PUD area shall abide by these standards and be consistent in character to that illustrated in the Grand Avenue Redevelopment Plan and the Val-Gate district's iconic design intent.

As a part of the review of the site plan, a photometric plan must be submitted. During the review, the applicant must demonstrate how lighting will not adversely affect adjoining properties or patrons utilizing the public street system. Special care must be given to ensure excess light does not spill onto properties adjacent to, but not part of, the Val-Gate district.

The following general guidelines shall be in addition to the specific regulations stated within the Grand Avenue Redevelopment Plan regulations:

- A. **Street Lights:** The developer of the Erik's Bikes PUD shall pay the cost of streetlight installation adjacent to 1<sup>st</sup> Street and Ashworth Road as needed prior to approval of the associated Erik's Bikes site plan.
- B. **Parking Luminaries:** Fixtures shall be of a design to direct light downward and shall not have bulbs which are exposed and extend below the frame of the light fixture. Said fixtures shall not exceed twenty-five feet (25') in height as measured from the ground to the top of the light structure. Fixtures used shall be consistent throughout the Erik's Bikes PUD.
- C. **Building Lighting:** No wall packs or floodlighting without shields to direct the light to its intended target are allowed. In addition to cut off fixtures, particular attention shall be given to eliminate hot spots and light glare. Architectural accent lighting in keeping with the design intent of the Val-Gate district Redevelopment Plan may be allowed if approved as part of the architectural design.
- D. **Pedestrian Pathways:** Bollard or pole lighting may be implemented along pedestrian pathways. Pole lights shall not exceed fourteen feet (14') as measured from the ground to the top of the light fixture.

**SECTION 16. ARCHITECTURE:** Included within the Grand Avenue Redevelopment Plan is indication of the architectural style and illustrative examples of the architectural concepts which shall serve to guide the design of all buildings within Erik's Bikes PUD. All buildings in the PUD shall reinforce the concept depicted in the Grand Avenue Redevelopment Plan. Specific architecture for all buildings shall be evaluated as part of the site plan review and approval process.

All buildings within the Erik's Bikes PUD shall accommodate the following in building design:

- A. **Form And Scale:** Buildings should reinforce the aesthetic concept as depicted by the precedent images contained in the Grand Avenue Redevelopment Plan. Buildings shall be designed to relate specifically to the pedestrian in scale and variety. The following techniques should be used to meet this objective:
  1. Corporate architecture shall be prohibited except as permissible by the Grand Avenue Redevelopment Plan in that it reinforces the iconic imagery desired for the Val-Gate district.
  2. Buildings shall be organized to create a logical balance and relationship with the site, open spaces and circulation.
  3. The building's design should meet context and site objectives such as providing gateways, creating linkages and framing or terminating views.

4. Variation in building height, mass and roof forms shall be provided while still maintaining an overall building continuity.
5. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall.
6. Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings.
7. Variation in horizontal planes through the use of materials, color and projecting forms should be implemented to signify an entry and/or protect the pedestrian.
8. Ground floor retail areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest.
9. A building's roof form and related details/materials are an integral part of the architectural design aesthetic. Roofs should not be designed as attention getting devices related to the reinforcement of signage or as an identifiable corporate image unless said identification is in keeping with the Grand Avenue Redevelopment Plan aesthetic.

B. **Material Quality And Detail:** All sides to each building are to receive high quality materials and finishes (360 degree architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.

1. Primary building materials shall include glass, steel, architectural precast concrete, composite materials, stone and brick. The use of natural wood and architectural metals shall be used in moderation and cannot be the predominate building material. Composite or metal panels shall use concealed fasteners and have finished edges. Concrete products shall have integrated color rather than surface applied paint or stain.
2. The following materials shall not be used for cladding unless specifically approved by the city of West Des Moines as part of the architectural elevations:
  - a. EIFS or synthetic stucco.
  - b. Concrete masonry units.
  - c. Tilt up precast concrete systems that are structural in appearance.
  - d. Materials that are intended for interior use.
3. Changes in materials should occur at either inside corners or where a detail is drawn to specifically accommodate a transition. Stone and brick materials should wrap corners several feet in order to provide authenticity to the materials.

## **SECTION 17. BULK REGULATIONS:**

A. **Lot Size:** No minimum lot size shall be required.

B. **Building Height:** The height of a building shall conform to the limits prescribed by the zoning code for the CMC district unless otherwise specifically approved by the City Council after a recommendation from the Plan and Zoning Commission that the additional height is necessary and appropriate to achieve an architectural intent consistent with the goals of the Grand Avenue Redevelopment Plan.

C. **Building Setbacks:**

1. Unless otherwise specifically stated, setbacks shall be measured from the property line or ultimate street right of way line, whichever is more restrictive.
2. Building setbacks are to the main plane of the building excluding canopies and pedestrian arcades. It is encouraged that buildings should be pushed forward to locate adjacent to public and private streets and that parking should be located to the rear of buildings. Therefore:
  - a. Buildings shall be set back a minimum of ten feet (10') from public streets and from rear and side property lines.
  - b. Nothing herein, however, shall be construed as permitting the location of a building that will interfere with pedestrian or vehicle visibility at an intersection, sidewalks, trails, plazas, or maintenance of utilities.
3. Dumpster enclosures shall be located no closer than fifteen feet (15') from 1<sup>st</sup> Street and Ashworth Road and a minimum of five feet (5') from all other parcel boundaries. Dumpsters should be opaquely screened from visibility from 1<sup>st</sup> Street and Ashworth Road. Whenever possible, dumpsters should be located and designed as an extension of the primary building. Freestanding

dumpster enclosures should be located and landscaped to blend with the landscape and minimize their presence.

**SECTION 18. REPEALER:** All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 19. 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 20. 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 21. 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 22. 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













 <p>STATE OF MISSISSIPPI DEPARTMENT OF REVENUE SALES TAX DIVISION TOLSON BUILDING JACKSON, MISSISSIPPI 39201 www.dor.ms.gov</p>	<p>PREPARED BY ART FOR CONSTRUCTION</p>	<p>DATE: _____</p> <p>PROJECT: _____</p>	<p><b>ERIK'S BIKES</b></p> <p>850 PINE ST. MOBILE, ALABAMA, LA</p> <p><b>EXTERIOR ELEV-COLORED</b></p> <p>Project Number: 15-00-0059 Date: 08/27/2015 Checked by: JAC</p> <p><b>A6-10</b></p>
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**WEST ELEVATION**



**SOUTH ELEVATION**

**EAST ELEVATION  
VIEW FROM THE STREET**

**NORTH ELEVATION  
VIEW FROM ASHWOOD RD.**

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

Date: September 21, 2020

**ITEM:** Amendment to City Code –Title 9, *Zoning*, Chapter 6, *Commercial and Office and Industrial Zoning District*, and Title 9, *Zoning*, Chapter 15, *Off Street Parking and Loading*, to allow SIC 7922 Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services in the General Industrial and Light Industrial Zoning Districts – City Initiated - (AO-004795-2020)

**ORDINANCE:** Approval of First Reading of Ordinance

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** City Staff, in cooperation with Tallgrass Theatre Company, requests amendments to City Code, Title 9, "Zoning" to enable Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services (SIC 7922) in the General Industrial and Light Industrial zoning districts. Tallgrass Theatre requested allowance for SIC 7922 in the Light Industrial zoning district. Staff believes that the General Industrial district also would be appropriate as the size of industrial buildings are often well suited for theatrical activities and performances. Staff recommends that the use be allowed with the approval of a Permitted Conditional Use permit by the Board of Adjustment due to concern with the provision of parking within industrial sites. Staff is recommending parking be provided at a rate of 1 space per 2 seats, plus one space for each employee, actor, and production crew.

Plan and Zoning Commission Action:

Vote: 6-0 approval, with Commissioner Crowley absent.

Date: September 14, 2020

Motion: Adopt a resolution recommending the City Council approve the proposed amendment(s) to City Code.

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Request
- City Council Subcommittee – *Development and Planning - July 6, 2020*
- Staff Review and Comment
- Noticing Information
- Staff Recommendations and Conditions of Approval

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Amendments to City Code, Title 9: Zoning, Chapter 6: Commercial, Office and Industrial Zoning and Chapter 15: Off-Street Parking and Loading.

Lead Staff Member: Kara Tragesser, AICP

**Staff Reviews:**

Department Director	LMT
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	<i>[Signature]</i>

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

Published In	Des Moines Register
Date(s) Published	September 4, 2020
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Development & Planning		
Date Reviewed	July 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 - Plan & Zoning Commission Resolution
- Attachment B - Proposed Ordinance (*Moved to Exhibit II*)
- Exhibit II - Proposed Ordinance

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

**Meeting Date:** September 14, 2020

**Item:** Amendment to City Code – Title 9, *Zoning*, Chapter 6, *Commercial and Office and Industrial Use Regulations*, and Title 9, *Zoning*, Chapter 15, *Off Street Parking and Loading*, to allow SIC 7922 Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services in the General Industrial and Light Industrial Zoning Districts – City Initiated (AO-004795-2020)

**Requested Action:** Recommend Approval of Amendment to City Code

**Case Advisor:** Kara V. Tragesser, AICP 

**Applicant's Request:** City Staff, in cooperation with Tallgrass Theatre Company, requests amendments to City Code, Title 9, "Zoning" to enable theatric production uses (SIC 7922) in the General Industrial and Light Industrial zoning districts. Tallgrass Theatre requested allowance for SIC 7922 in the Light Industrial zoning district. Staff believes that the General Industrial district would also be appropriate as the size of industrial buildings often are well suited for theatrical activities and performances. Staff recommends that the use be allowed with the approval of a Permitted Conditional Use permit by the Board of Adjustment due to concern with the provision of parking within industrial sites. Staff is recommending parking be provided at a rate of 1 space per 2 seats, plus one space for each employee, actor, and production crew.

(See Attachment A, Exhibit A – Proposed Ordinance Amendment)

- Title 9, *Zoning*, Chapter 6, *Commercial, Office and Industrial Zoning Districts*, Section 6, "*Commercial, Office and Industrial Use Regulations*", Division I – "*Services*"
- Title 9, *Zoning*, Chapter 15, *Off Street Parking and Loading*, Section 7 "*Number of Parking Spaces Required*"

**City Council Subcommittee:** This proposed amendment was presented to the Development and Planning City Council Subcommittee meeting on July 6, 2020. The Subcommittee supports the amendment to City Code.

**Staff Review and Comment:** There are no outstanding issues.

**Noticing Information:** On September 4, 2020, notice for the September 14, 2020, Plan and Zoning Commission and September 21, 2020, City Council Public Hearings on this project was published in the Des Moines Register Community Section.

**Staff Recommendation and Conditions of Approval:** Staff recommends the Plan and Zoning Commission approve a resolution recommending to the City Council approval of the amendment to Title 9, Zoning to allow SIC 7922 Theatric Production in the General and Light Industrial districts and establish parking standards for this use.

**ATTACHMENTS:**

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Proposed Ordinance Amendment

RESOLUTION NO. PZC-20-0062

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, IOWA, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO TITLE 9, "ZONING", CHAPTER 6, "COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICT", AND TITLE 9, "ZONING", CHAPTER 15 "OFF-STREET PARKING AND LOADING", RELATED TO SIC 79, AMUSEMENT AND RECREATION SERVICE TO ALLOW SIC 7922 THEATRICAL PRODUCERS (EXCEPT MOTION PICTURE) AND MISCELLANEOUS THEATRICAL SERVICES IN THE LIGHT INDUSTRIAL AND THE GENERAL INDUSTRIAL ZONING DISTRICTS

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, City Staff requests approval of an Amendment to City Code Title 9, *Zoning, Chapter 6, Commercial, Office and Industrial Zoning Districts, Section 6, "Commercial, Office And Industrial Use Regulations"*, Division 1 – "*Services*" and Title 9, *Zoning, Chapter 15, Off Street Parking and Loading, Section 7 "Number Of Parking Spaces Required* to allow SIC 7922 Theatric Production in the General Industrial and Light Industrial Zoning Districts and establish parking requirements; and

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

**WHEREAS**, on September 14, 2020, this Commission held a duly-noticed meeting to consider the Amendment to City Code (AO-004795-2020).

**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 September 14, 2020, or as amended orally at the Plan and Zoning Commission hearing of September 14, 2020, are adopted.

**SECTION 2.** The AMENDMENT TO CITY CODE (AO-004795-2020) to amend Title 9, Zoning, Chapter 6, Commercial, Office and Industrial Zoning Districts and Chapter 15, Off-Street Parking and Loading to allow SIC 7922 Producers (Except Motion Picture) and Miscellaneous Theatrical Services in the Light Industrial and General Industrial zoning districts is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated September 14, 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 September 14, 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 September 14, 2020, by the following vote:

AYES: Andersen, Conlin, Costa, Drake, Hatfield, Southworth  
NAYS:  
ABSTENTIONS:  
ABSENT: Crowley

ATTEST:

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

**Exhibit A**  
**Conditions of Approval**  
None.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9, "ZONING", CHAPTER 6, "COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS", SECTION 6, "COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS", DIVISION I – "SERVICES" AND TITLE 9, "ZONING", CHAPTER 15 "OFF-STREET PARKING AND LOADING", SECTION 7 "NUMBER OF PARKING SPACES REQUIRED" RELATED TO SIC 79, AMUSEMENT AND RECREATION SERVICE TO ALLOW SIC 7922 THEATRICAL PRODUCERS (EXCEPT MOTION PICTURES) AND MISCELLANEOUS THEATRICAL SERVICES IN THE LIGHT INDUSTRIAL AND THE GENERAL INDUSTRIAL ZONING DISTRICTS

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

**SECTION 1:** Title 9, "Zoning", Chapter 6, "Commercial and Office and Industrial Use Regulations", Division I – Services, SIC 79 "Amusement and Recreational Services" is hereby amended by adding the text in Bold Italic letters

**9-6-6 Commercial and Office and Industrial Use Regulations**

Division I - Services

79 Amusement and Recreation Service	<u>LI</u>	<u>GI</u>
- Event Venue 5,000 sq. ft. or less	Pc	Pc
- Event Venue greater than 5,000 sq. ft.	Pc	Pc
- 791 Dance Studios, Schools, Halls	P	
- 792 Theatric Production, Bands, Orchestras, and entertainer		
<b><i>-7922 Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services</i></b>	<b><i>Pc</i></b>	<b><i>Pc</i></b>

**SECTION 2:** Title 9, "Zoning", Chapter 15, "Off-Street Parking and Loading, Section 7 "Number of Parking Spaces Required, Paragraph C. Parking Spaces Requirements for Land Uses, is hereby amended by adding the following land use to the table in alphabetical order:

Land Use	Requirements
Theatric Production	1 space per 2 seats, plus one space for each anticipated employee, volunteer, and actor present for a theatrical production

**SECTION 3. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 4. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9, "ZONING", CHAPTER 6, "COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS", SECTION 6, "COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS", DIVISION I – "SERVICES" AND TITLE 9, "ZONING", CHAPTER 15 "OFF-STREET PARKING AND LOADING", SECTION 7 "NUMBER OF PARKING SPACES REQUIRED" RELATED TO SIC 79, AMUSEMENT AND RECREATION SERVICE TO ALLOW SIC 7922 THEATRICAL PRODUCERS (EXCEPT MOTION PICTURES) AND MISCELLANEOUS THEATRICAL SERVICES IN THE LIGHT INDUSTRIAL AND THE GENERAL INDUSTRIAL ZONING DISTRICTS

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

**SECTION 1:** Title 9, "Zoning", Chapter 6, "Commercial, Office and Industrial Zoning Districts, Section 6, "Commercial, Office and Industrial Use Regulations", Division I – "Services", SIC 79 "Amusement and Recreational Services" is hereby amended by adding the text in Bold Italic letters

**9-6-6 Commercial and Office and Industrial Use Regulations**

Division I - Services

79 Amusement and Recreation Service - Event Venue 5,000 sq. ft. or less - Event Venue greater than 5,000 sq. ft.	<u>LI</u> Pc Pc	<u>GI</u> Pc Pc
- 791 Dance Studios, Schools, Halls	P	
- 792 Theatric Production, Bands, Orchestras, and entertainers		
- <b><i>7922 Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services</i></b>	<b><i>Pc</i></b>	<b><i>Pc</i></b>

**SECTION 2:** Title 9, "Zoning", Chapter 15, "Off-Street Parking and Loading", Section 7 "Number of Parking Spaces Required", Paragraph C "Parking Spaces Requirements for Land Uses", is hereby amended by adding the following land use to the table in alphabetical order:

Land Use	Requirements
Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services	<b>1 space per 2 seats, plus one space for each anticipated employee, volunteer, and actor present for a theatrical production</b>

**SECTION 3. REPEALER.** All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

**SECTION 4. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

**SECTION 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 October 2020, and approved this \_\_\_\_ day of October 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**

**ITEM:** Oakes Annexation

**DATE:** September 21, 2020

**RESOLUTION:** Approval of Voluntary Annexation

**FINANCIAL IMPACT:** Not quantifiable at this time; however, it is anticipated that there will be an additional cost associated with road maintenance arising out of amendments to the current 28E agreement between Dallas County and the City of West Des Moines for maintenance of common jurisdictional roads. As the area develops, costs should be anticipated for additional Fire, Police, EMS and Public Works services. These costs would be offset through property taxes collected as development occurs.

**BACKGROUND:** The City of West Des Moines received an application for voluntary annexation from Scott and Carolyn Oakes, who own property shown in Exhibit 1. The property owners are proposing to rezone the parcels to medium density for the purpose of residential development. The City is able to annex the property while still meeting State requirements. This is a 100 % voluntary annexation.

The annexation consists of two parcels, all of which are presently designed as residential according to our Comprehensive Plan, and street right-of-way of Grand Prairie Parkway.

As required by State Code, the City held a consultation meeting for all of the taxing bodies and providers of utility services on August 20, 2020.

**NOTICING INFORMATION:** Attached hereto as Exhibit IV is the noticing information for the annexation request. Notices were sent by certified mail to the following:

- All affected public utilities,
- Dallas County Board of Supervisors
- City of Waukee
- Waukee School District
- Van Meter School District

Notice of public hearing was published in the Dallas County News on September 3, 2020 and the Des Moines Register on September 4, 2020. As a courtesy, staff sent notice of public hearing via regular mail to adjacent landowners to the annexation boundaries as required by State Code. In addition, staff sent a courtesy notice of this meeting to the same parties mentioned above even though it was not required by state law.

Also, in accordance with State Code, staff sent a list of property owners included in the annexation, a map of the boundaries, and the legal description of the annexation area (Exhibit II) to the Dallas County Auditor for verification of boundaries and ownership. Staff has received word from the county that the information is correct.

**OUTSTANDING ISSUES** (if any): There are no outstanding issues.

**RECOMMENDATION:** Staff recommends the adoption of the resolution approving the voluntary annexation as proposed.

**Lead Staff Member:** Rachel Wacker, Business Development Coordinator, CED

**STAFF REVIEWS**

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

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

Published In	Dallas County News/DM Register
Dates(s) Published	9-3-2020 / 9/4/2020

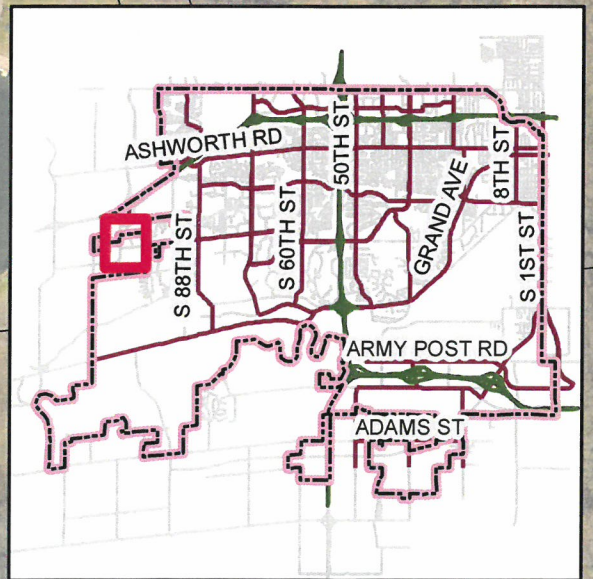
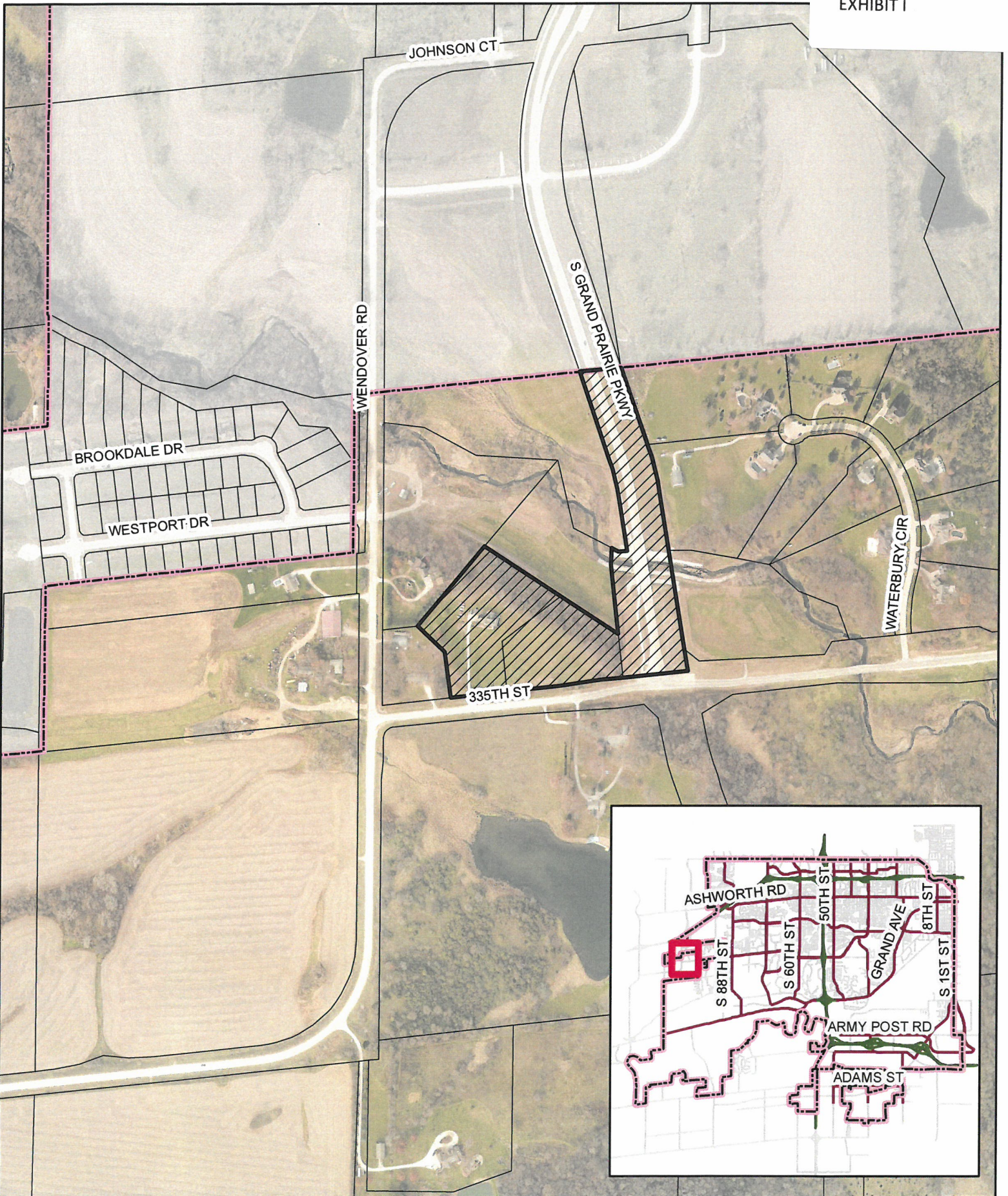
**SUBCOMMITTEE REVIEW** (if applicable)

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

**Attachments:**

Exhibit I  
 Exhibit II  
 Exhibit III  
 Exhibit IV  
 Exhibit V

Location map  
 Legal Description  
 Application for Voluntary Annexation  
 Affidavit of Mailing / Noticing Information  
 Resolution



PROJECT:

# Oakes Annexation

LOCATION:

**Annexation Boundary**



DRAWN BY: BJM

DATE: 7/21/2020

PROJECT: 0045-069

SHT: 1 of 1

## Legend

-  Annexation Boundary
-  Corporate Limit



City of West Des Moines  
Oaks Annexation

## Exhibit A

Beginning at the Southwest corner of Lot 11, Sugar Creek Hills Subdivision, an Official Plat located in Dallas County, Iowa;

thence North along the West lines of said Lot 11 to the Northwest line of said Lot 11;

thence Northeasterly along said Northwest line to the North corner of said Lot 11;

thence Southeasterly along the Northeast line of said Lot 11 and the Northeast line of Lot 10 in said Sugar Creek Hills Subdivision to the West right-of-way line of South Grand Prairie Parkway;

thence North along said West right-of-way line to the North line of said Sugar Creek Hills Subdivision;

thence East along said North line to the East right-of-way line of said South Grand Prairie Parkway;

thence South along said East right-of-way line to the Northeast corner of a parcel of land acquired by Warranty Deed, recorded in Book 2015 on Page 6390 in the Dallas County Recorder's office,

thence South along the East line of said parcel, said line also being the East line of said Grand Prairie Parkway, extended to the South line of Lot "X" (Street) in said Sugar Creek Hills Subdivision, said line also being the South line of the Northeast  $\frac{1}{4}$  of Section 16, Township 78 North, Range 26 West of the 5<sup>th</sup> P.M., in Dallas County, Iowa,

thence West along the South line of said Lot "X" to the Southwest corner thereof,

thence North along the West line of said Lot "X" to the point of beginning.



# APPLICATION FOR VOLUNTARY ANNEXATION City of West Des Moines

The undersigned, Scott + Cardyn Oakes, owner(s) or authorized representative(s) of the owner(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, authorized to execute this application on behalf of Scott + Cardyn Oakes the owner(s) of the property legally described in "Exhibit A", respectfully **request the property be annexed and become a part of the City of West Des Moines, Iowa.**

Property Owner(s): Scott Oakes Date: 1/31/20  
Cardyn Oakes Date: Jan 31, 2020

*Iowa Code Section 368.7 gives the landowner(s) consenting to voluntary annexation of their land the right to withdraw consent to annexation within three business days after the public hearing on the application to annex land unless this right is waived.*

*I hereby waive my right to withdraw consent to annexation within three business days after the public hearing on the application as evidenced by my signature below.*

Property Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

- Attachments: Exhibit A: Legal description of the property  
Exhibit B: Map showing location of the property within the proposed annexation area

**AFFIDAVIT OF MAILING**

**RE: ANNEXATION/PUBLIC HEARING NOTIFICATION:**

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

The undersigned, first being duly sworn, states that on the 26<sup>th</sup> day of August, 2020, he/she personally mailed to the named persons identified on the attached Exhibit V, a packet of information regarding a proposed voluntary annexation for territory in Dallas County into the City of West Des Moines. Such mailing was done by certified mail, each such document being mailed in a sealed envelope with proper postage thereon, addressed to the said persons at their last known addresses. The Certified Mail Receipt is stamped August 25, 2020; which was not the correct date.

  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 26th day of August, 2020.

  
\_\_\_\_\_  
Notary Public - State of Iowa



Prepared by: Rachel Wacker Community & Economic Dev, PO Box 65320 West Des Moines IA 502650320 (515) 273-0770  
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

**RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY**

**WHEREAS**, the City of West Des Moines, State of Iowa, is a duly organized municipal corporation; and

**WHEREAS**, the City of West Des Moines, Iowa, has received an Application for Voluntary Annexation from the property owners of certain real estate under the ownership of said petitioners, located in Dallas County, Iowa, and shown on the map identified as Exhibit “B” attached hereto and made a part hereof and legally described as follows:

**LEGAL DESCRIPTION**

See Exhibit “A” attached hereto and made a part hereof.

**WHEREAS**, such property collectively adjoins the City as required by Chapter 368, Code of Iowa, 2020; and

**WHEREAS**, all required notification has been carried out pursuant to Chapter 368, Code of Iowa, 2020; and

**WHEREAS**, it is in the best interests of the City and public that said property be annexed to the City of West Des Moines, at this time.

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

SECTION 1. The Application for Voluntary Annexation is hereby approved and said property shown and described in Exhibit “A” and Exhibit “B” shall be annexed to the City of West Des Moines, Iowa, in accordance with Chapter 368, Code of Iowa, 2020, and such property shall hereinafter become and be part of the City of West Des Moines, Iowa.

SECTION 2. The Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this annexation and are directed to file the same with the City Development Board as required by the Code of Iowa.

**PASSED AND ADOPTED** on September 21, 2020.

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

ATTEST:

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

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 21, 2020, by the following vote:

ATTEST:

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

Exhibit A

Beginning at the Southwest corner of Lot 11, Sugar Creek Hills Subdivision, an Official Plat located in Dallas County, Iowa;

thence North along the West lines of said Lot 11 to the Northwest line of said Lot 11;

thence Northeasterly along said Northwest line to the North corner of said Lot 11;

thence Southeasterly along the Northeast line of said Lot 11 and the Northeast line of Lot 10 in said Sugar Creek Hills Subdivision to the West right-of-way line of South Grand Prairie Parkway;

thence North along said West right-of-way line to the North line of said Sugar Creek Hills Subdivision;

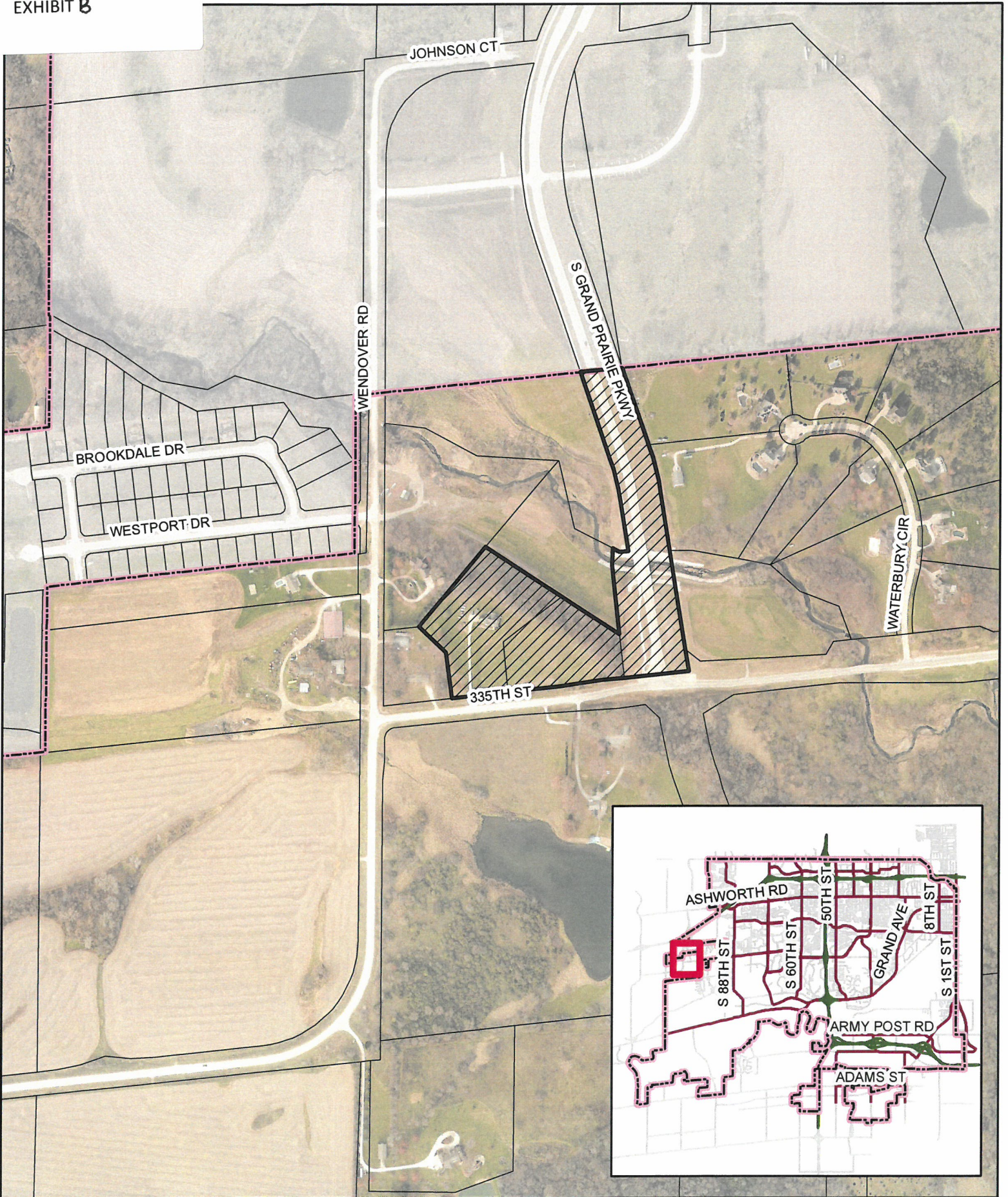
thence East along said North line to the East right-of-way line of said South Grand Prairie Parkway;

thence South along said East right-of-way line to the Northeast corner of a parcel of land acquired by Warranty Deed, recorded in Book 2015 on Page 6390 in the Dallas County Recorder's office,

thence South along the East line of said parcel, said line also being the East line of said Grand Prairie Parkway, extended to the South line of Lot "X" (Street) in said Sugar Creek Hills Subdivision, said line also being the South line of the Northeast ¼ of Section 16, Township 78 North, Range 26 West of the 5<sup>th</sup> P.M., in Dallas County, Iowa,

thence West along the South line of said Lot "X" to the Southwest corner thereof,

thence North along the West line of said Lot "X" to the point of beginning.



PROJECT:

# Oakes Annexation

LOCATION:

**Annexation Boundary**



DRAWN BY: BJM

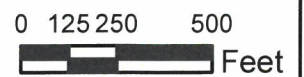
DATE: 7/21/2020

PROJECT: 0045-069

SHT: 1 of 1

## Legend

-  Annexation Boundary
-  Corporate Limit



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

**DATE: September 21, 2020**

**ITEM:** Resolution - Opening and Closing Public Hearing and Approving Conveyance of Property to Thomas Shull

**FINANCIAL IMPACT:** \$5,140.04



**SYNOPSIS:** Following a request from a resident to purchase a portion of vacated 41<sup>st</sup> Street from the City, a Notice of Intent to Dispose of City Property was provided to adjacent property owners. Following a sealed bidding process, two bids were received, with the high bid of \$5,140.04 submitted by Thomas Stull. Included in the bid was the cost of \$1200.00 incurred by the City for the preparation of a plat of survey of the property, which comprises 3,054 square feet.

The attached Resolution approves conveyance of the property by quitclaim deed to Thomas Stull following public hearing.

**RECOMMENDATION:** Approve the Resolution and supporting documents conveying a portion of vacated 41<sup>st</sup> Street to Thomas Stull.

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	Des Moines Register
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	N/A		
Date Reviewed			
Recommendation			

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING  
CONVEYANCE OF PROPERTY TO THOMAS STULL**

**WHEREAS**, the City of West Des Moines, Iowa is the owner of property formerly used as 41<sup>st</sup> Street right-of-way; and

**WHEREAS**, City staff has determined that this Property, which has been vacated as a public street, is no longer needed for any public purpose; and

**WHEREAS**, pursuant to City policy, Notice of Intent to Dispose of City Property was provided to adjacent property owners, allowing each owner the opportunity to submit a sealed bid;

**WHEREAS**, the high bid of \$5,140.04 was submitted by Thomas Stull; and

**WHEREAS**, pursuant to Code of Iowa Sections 362.3 and 364.7, the attached notice for the conveyance of property to Thomas Stull as legally described on the attached Plat of Retracement Survey, Exhibit PS-1 was published in the Des Moines Register; and

**WHEREAS**, this being the time and place for a public hearing regarding conveyance of the Property; and

**WHEREAS**, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the property shown on the attached Exhibit PS-1 to Thomas Stull should be approved.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the Property legally described on the attached Plat of Retracement Survey, Exhibit PS-1 has been properly made.
2. The public hearing regarding conveyance of the above legally-described Property is hereby closed.
3. Conveyance by quitclaim deed of the legally-described Property is hereby approved.
4. The Mayor is authorized to sign the quitclaim deed conveying the Property and the City Clerk is directed to attest to the Mayor's signature. The documents shall be filed with the county recorder as appropriate.

**PASSED AND APPROVED** this 21<sup>st</sup> day of September, 2020.

ATTEST:

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

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

Index Legend

City:	West Des Moines, Iowa
County:	Polk
Parcel ID:	320/00384-000-000
Description:	N-S Road in Lot 8, O.P. Sec 29-78-25
Proprietor:	City of West Des Moines
Surveyor:	Eric M. Green
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266   (515) 225-8000

# PLAT OF RETRACEMENT SURVEY

PS-1

PROPERTY OWNER:  
CITY OF WEST DES MOINES  
4200 MILLS CIVIC PKWY  
WEST DES MOINES, IOWA 50265

LEGAL DESCRIPTION:

PUBLIC ROAD RIGHT-OF-WAY LOCATED IN LOT 8 OF THE OFFICIAL PLAT OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., LYING EAST OF AND ADJOINING ASHDOWN PLACE, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

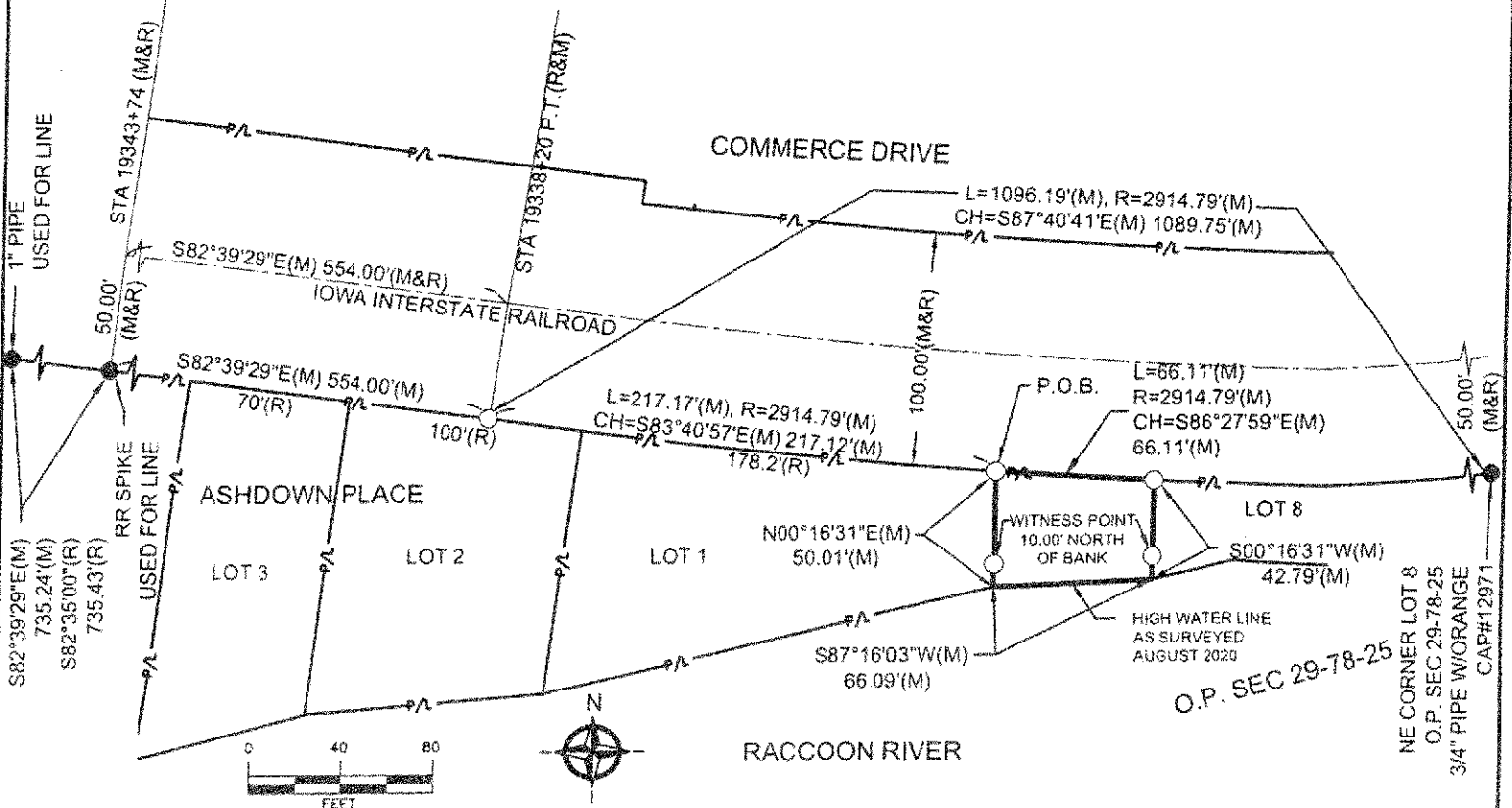
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN SAID ASHDOWN PLACE; THENCE SOUTHEAST, 66.11 FEET ALONG A 2914.79 FOOT RADIUS CURVE CONCAVE TO THE NORTH AND THE SOUTH LINE OF THE IOWA INTERSTATE RAILROAD RIGHT-OF-WAY, SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 86°27'59" EAST, 66.11 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD; THENCE SOUTH 00°16'31" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 42.79 FEET TO THE HIGH WATER LINE OF THE RACCOON RIVER; THENCE SOUTH 87°16'03" WEST ALONG SAID HIGH WATER LINE, 66.09 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD; THENCE NORTH 00°16'31" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 50.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,054 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY NOTES

- 1) RAILROAD RIGHT-OF-WAY WAS ESTABLISHED BY OFFSETTING THE NORTH LINE OF ASHDOWN PLACE 50.00 FEET TO THE NORTH. THE P.T. AT STATION 19338+20 WAS DETERMINED USING STATION CALL OUTS FROM THE WEST IN THE ASHDOWN PLACE PLAT. THE CENTERLINE CURVE WAS ESTABLISHED USING P.T AND P.C.C. STATIONS FROM THE RAILROAD STRIP MAP. WE RAN THE CURVE FROM THE P.T. AT STATION 19338+20 TO A POINT WHICH IS 50.00 FOOT RADIAL DISTANT NORTHWEST FROM THE NE CORNER OF LOT 8, O.P. OF THE N1/2 OF SECTION 29-78-25.
- 2) RAILROAD DATA TAKEN FROM ASHDOWN PLACE AND THE RIGHT-OF-WAY STRIP MAP RECORDED IN BOOK 5390 ON PAGE 978 IN THE POLK COUNTY RECORDER'S OFFICE.



FIELD SURVEY COMPLETED: AUGUST 2020



Prepared by: R.J. Scieszinski, P.O. Box 65320, West Des Moines IA 50265-0320; 515-222-3614  
Address Tax Statements/ Return to: Thomas Stull, 3530 Commerce Drive, West Des Moines, IA 50265

SPACE ABOVE THIS LINE  
FOR RECORDER

**QUITCLAIM DEED**

For the consideration of One Dollar and other valuable consideration, **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa (“Grantor”) does hereby quitclaim to Thomas Stull (“Grantee”) all its right, title, interest, estate, claim and demand in the following described real estate in Polk County, Iowa:

As shown on the attached Plat of Retracement Survey identified as Exhibit “PS-1”  
subject to any and all easements of record.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 21st day of September, 2020.

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

ATTEST:

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

STATE OF IOWA     )  
                                  ) SS  
COUNTY OF POLK    )

On this 21<sup>st</sup> day of September, 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 Resolution No. \_\_\_\_\_ passed on the 21st day of September, 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

Index Legend

City:	West Des Moines, Iowa
County:	Polk
Parcel ID:	320/00384-000-000
Description:	N-S Road in Lot 8, O.P. Sec 29-78-25
Proprietor:	City of West Des Moines
Surveyor:	Eric M. Green
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266   (515) 225-8000

# PLAT OF RETRACEMENT SURVEY

PS-1

**PROPERTY OWNER:**

CITY OF WEST DES MOINES  
4200 MILLS CIVIC PKWY  
WEST DES MOINES, IOWA 50265

**LEGAL DESCRIPTION:**

PUBLIC ROAD RIGHT-OF-WAY LOCATED IN LOT 8 OF THE OFFICIAL PLAT OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., LYING EAST OF AND ADJOINING ASHDOWN PLACE, BOTH OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

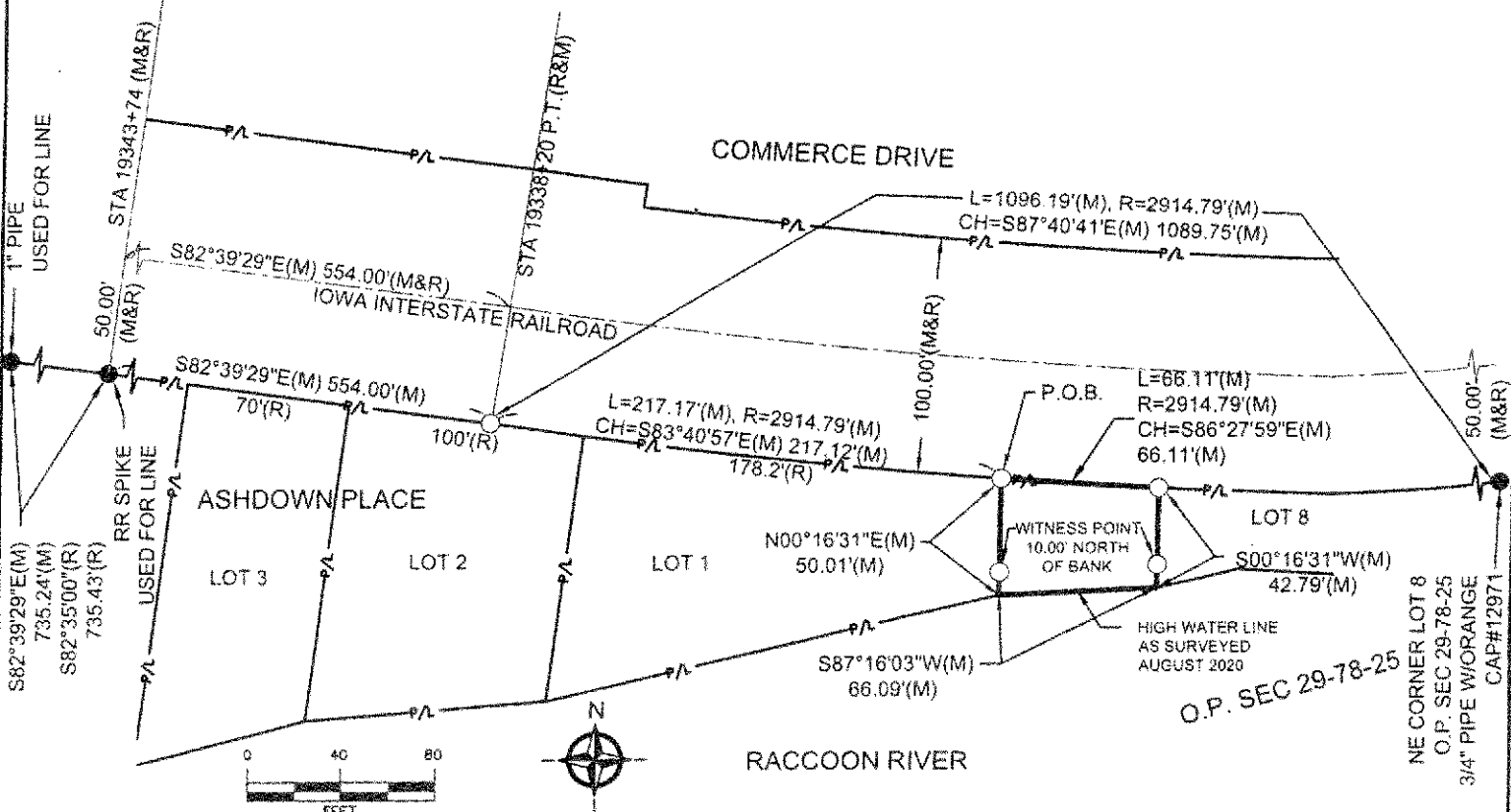
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CONTAINING 3,054 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

**SURVEY NOTES**

- RAILROAD RIGHT-OF-WAY WAS ESTABLISHED BY OFFSETTING THE NORTH LINE OF ASHDOWN PLACE 50.00 FEET TO THE NORTH. THE P.T. AT STATION 19338+20 WAS DETERMINED USING STATION CALL OUTS FROM THE WEST IN THE ASHDOWN PLACE PLAT. THE CENTERLINE CURVE WAS ESTABLISHED USING P.T AND P.C.C. STATIONS FROM THE RAILROAD STRIP MAP. WE RAN THE CURVE FROM THE P.T. AT STATION 19338+20 TO A POINT WHICH IS 50.00 FOOT RADIAL DISTANT NORTHWEST FROM THE NE CORNER OF LOT 8, O.P. OF THE N1/2 OF SECTION 29-78-25.
- RAILROAD DATA TAKEN FROM ASHDOWN PLACE AND THE RIGHT-OF-WAY STRIP MAP RECORDED IN BOOK 5390 ON PAGE 978 IN THE POLK COUNTY RECORDER'S OFFICE.



FIELD SURVEY COMPLETED: AUGUST 2020

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

**6(e)**

**DATE: September 21, 2020**

**ITEM:**

Public Hearing (5:35 p.m.)  
SE 1st Street & SE Willow Creek Drive Watermain

**FINANCIAL IMPACT:**

The revised Engineering Estimate of Construction Cost was estimated to be \$637,000.00 for the SE 1st Street & SE Willow Creek Drive Watermain. There were nine (9) bids submitted with the low bid of \$324,300.00 being submitted by Vanderpool Construction, Inc., of Indianola, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Alluvion Urban Renewal Area TIF.

**BACKGROUND:**

The project includes installation of approximately 4,000 linear feet of new 12-inch watermain along SE Willow Creek Drive from SE Soteria Avenue to SE 1st Street and along SE 1st Street from SE Willow Creek Drive to future SE Salix Street to support the Allied Construction Services, Inc. development. The extension of this watermain was a requirement of the City's development agreement with Allied Construction Services, Inc., which was approved by Council on March 16, 2020. The project is anticipated to be substantially complete by November 17, 2020 with final completion by May 14, 2021.

**OUTSTANDING ISSUES:** None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for SE 1st Street & SE Willow Creek Drive Watermain:
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Vanderpool Construction, 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	September 11, 2020

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST**

**WHEREAS**, on August 17, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**SE 1st Street & SE Willow Creek Drive Watermain  
Project No. 0510-057-2020**

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 21st day of **September, 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:

**SE 1st Street & SE Willow Creek Drive Watermain  
Project No. 0510-057-2020**

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 Vanderpool Construction, Inc. in the amount of \$324,300.00 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 SE 1st Street & SE Willow Creek Drive Watermain is hereby awarded to Vanderpool Construction, Inc. in the amount of \$324,300.00 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 **21st** day of **September, 2020**.

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

ATTEST:

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

HR GREEN, INC.  
5628 HERLE MAY RD., STE. 200  
JOHNSON, IOWA 50131  
P.O. 816-275-1840

HR Green Project No. 206822  
Bid Date: September 16, 2009 - 2:00 P.M.

800 FARMLAND  
SE 1ST STREET AND BE WILLOW CREEK DRIVE WATERMAIN  
WEST DES MOINES, IOWA  
PROJECT NO. 0810-461-2026



UNIT	QUANTITY	Figures of Prohibit Cost		Waterpool Construction		Evolution Construction		Programme Structures		Priority Excavating		Asphalt Infrastructure		JMK Contracting		Contractor		Bill to Construction	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		Unit Price
1	CONCRETE SURVEY			15,718.00	15,718.00	15,718.00	15,718.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
2	CONCRETE CONTROL			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
3	PORTABLE DYNAMIC MESSAGE BOARD			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
4	CLEANING AND GRUBBING			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
5	WATER MAIN TRENCHED PAC 12" UNRESTRAINED			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
6	WATER MAIN TRENCHED PAC 12" UNRESTRAINED			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
7	WATER MAIN TRENCHED PAC 12" UNRESTRAINED			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
8	WATER MAIN TRENCHED PAC 12" UNRESTRAINED			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
9	FITTING 12" DIM 22.5 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
10	FITTING 12" DIM 45 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
11	FITTING 12" DIM 90 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
12	FITTING 12" DIM 180 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
13	FITTING 12" DIM 45 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
14	FITTING 12" DIM 90 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
15	FITTING 12" DIM 180 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
16	FITTING 12" DIM 45 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
17	FITTING 12" DIM 90 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
18	FITTING 12" DIM 180 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
19	VALVE 12" DIM 45 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
20	VALVE 12" DIM 90 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
21	VALVE 12" DIM 180 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
22	FIRE HYDRANT ASSEMBLY 1.5" EXTENSION			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
23	FIRE HYDRANT ASSEMBLY 1.5" EXTENSION			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
24	PIPE VALVE ASSEMBLY 12" DIM 45 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
25	PIPE VALVE ASSEMBLY 12" DIM 90 DEGREE BEND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
26	REMOVE AND REPLACE GRANULAR DRIVE SURFACE			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
27	REMOVE AND REPLACE GRANULAR DRIVE SURFACE			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
28	REINFORCED CONCRETE DRIVE SURFACE			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
29	PAINTED PAVEMENT MARKINGS SOLVENT/WATER			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
30	HYDRANT SEEDING BEDDING FERTILIZING AND			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
31	PRECISION CONTROL MULCHING			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
32	SWPPP - PREPARATION			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
33	SILT FENCE OR SILT FENCE DITCH CHECK			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
34	SILT FENCE OR SILT FENCE DITCH CHECK			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
35	SILT FENCE OR SILT FENCE DITCH CHECK			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
36	SILT FENCE OR SILT FENCE DITCH CHECK			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
37	SILT FENCE OR SILT FENCE DITCH CHECK			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
38	FILTER SOCK REMOVAL OF DEVICE			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
39	FILTER SOCK REMOVAL OF DEVICE			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
40	FILTER SOCK REMOVAL OF DEVICE			1,678.00	1,678.00	1,678.00	1,678.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,000.00	8,000.00	8,000.00	6,200.00	6,200.00	15,000.00	15,000.00
Total				348,480.00	348,480.00	348,480.00	348,480.00	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05	368,382.05

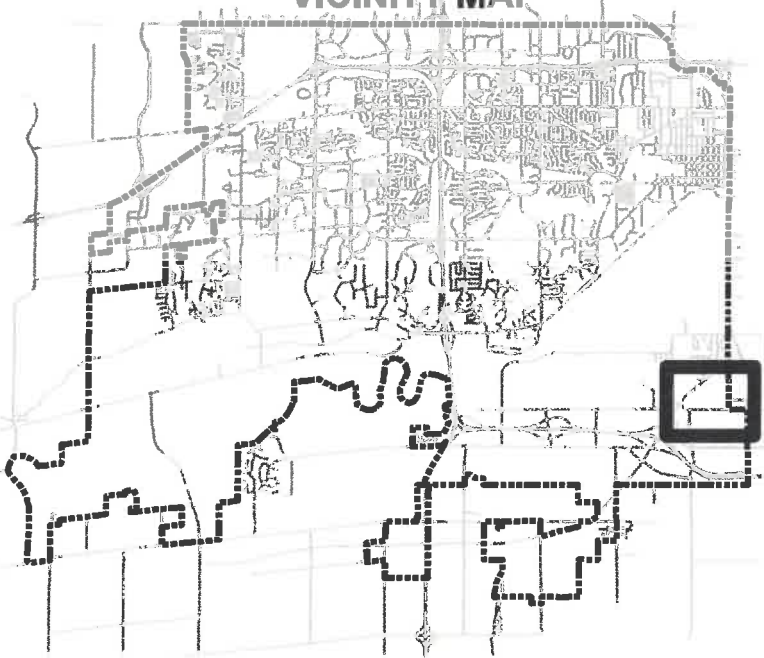
I hereby certify that this is a true and correct calculation of the bid amount for the above project and BE WILLOW CREEK DRIVE WATERMAIN WEST DES MOINES, IOWA.

HEARLD, PUGHEN, P.E. 9/16/2009

851,143.00



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**SE 1st Street & SE Willow Creek Drive Watermain**

LOCATION:

**SE 1st Street & SE Willow Creek Drive**

DRAWN BY: JDR

DATE: 6/3/2020

PROJECT NUMBER/NAME: 0510-057-2020

SHT. 1 of 1

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

Date: September 21, 2020

**ITEM:** Maffitt Ridge Plat 2, SW Maffitt Lake Road and SW 56th Street – Replat to change access easements for 5 lots on the west side of the plat – Maffitt Ridge LLC – FP-004751-2020

**Resolution: Approval and release of Final Plat**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant and owner, Maffitt Ridge LLC, f/n/a Maffitt Estates LLC, represented by Rick Baumhover of Bishop Engineering, is requesting approval and release of a Final Plat to replat Lots 10-14 Maffitt Ridge to change the access easements for these lots.

**CITY COUNCIL SUBCOMMITTEE:** As the Final Plat aligns with the approved Preliminary Plat for this subdivision, this item was not presented to the Subcommittee.

**OUTSTANDING ISSUES:** There are no outstanding issues

Staff notes the following:

- There are no public improvements associated with the final plat.
- There are no public easements or agreements associated with the 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.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan staff recommends the City Council approve the final plat for Maffitt Ridge Plat 2 to replat Lots 10-14 Maffitt Ridge to change the access easements, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP

**Staff Reviews:**

Department Director	LMT
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	<i>JA</i>

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

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

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	n/a		
Date Reviewed	n/a		
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

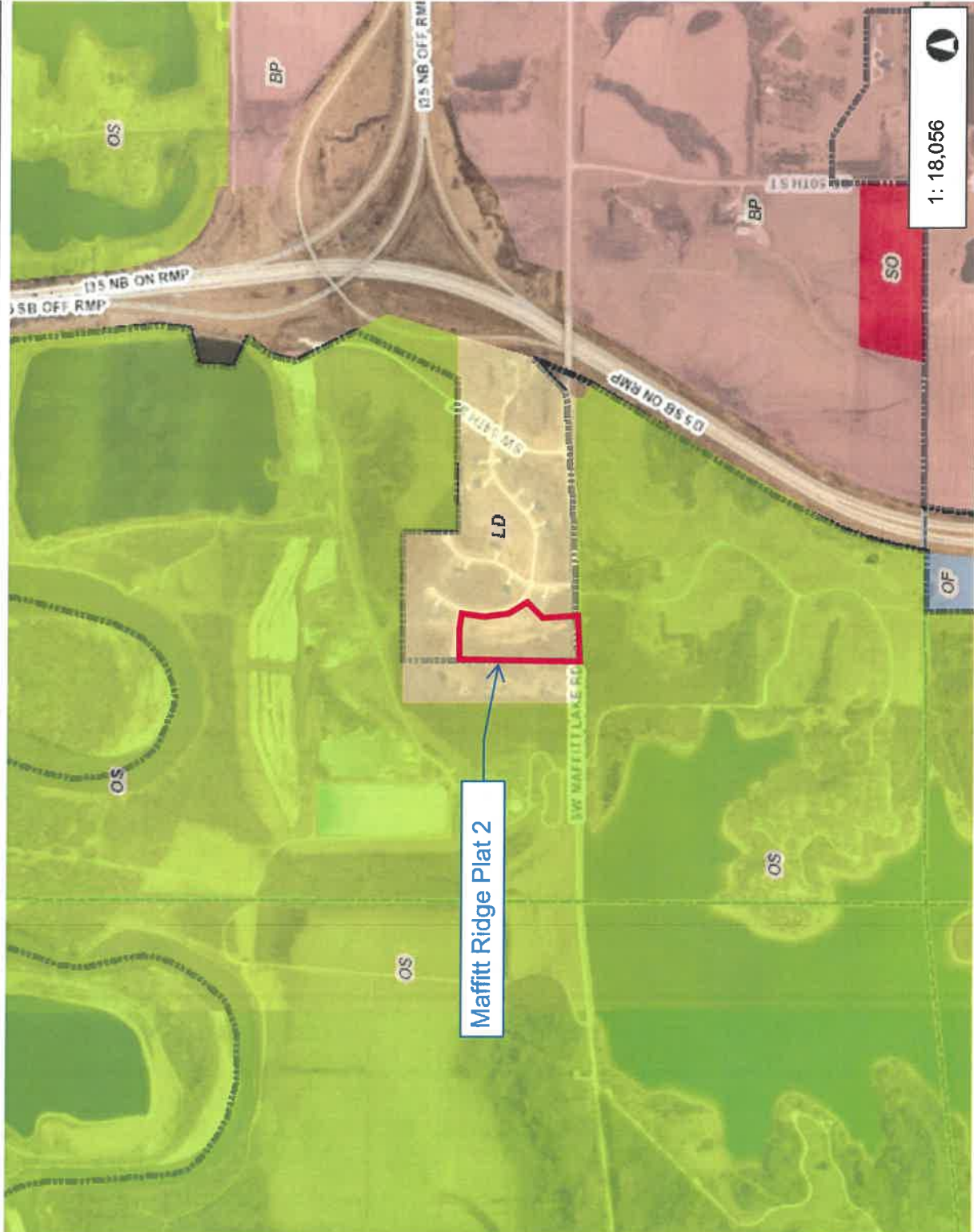
- Exhibit I - Location Map
- Exhibit II – Final Plat \*\*
- Exhibit III - City Council Resolution
- Exhibit A - Conditions of Approval

\*\* Illustrations included in the staff report are for information purposes. Final approved plans are on file with the Development Services Department.





# Maffitt Ridge Plat 2



## Legend

- Comprehensive Plan Land Use**
- OS: Open Space
  - PG: Parks & Greenways
  - LD: Low Density Residential
  - SF: Single Family Residential
  - MD: Medium Density Residential
  - HD: High Density Residential
  - MF: Manufactured Homes
  - MU: Mixed Use
  - RC: Regional Commercial
  - TCC: Town Center Commercial
  - CMC: Community Commercial
  - SO: Support Office
  - NC: Neighborhood Commercial
  - SC: Support Commercial
  - HC: Highway Commercial
  - CVC: Convenience Commercial
  - VJ SC: Valley Junction Commercial
  - HBC: Historic Business
  - OF: Office
  - GI: General Industrial
  - LI: Light Industrial
  - BP: Business Park
  - WR: Warehouse/Retail

Maffitt Ridge Plat 2

1: 18,056



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

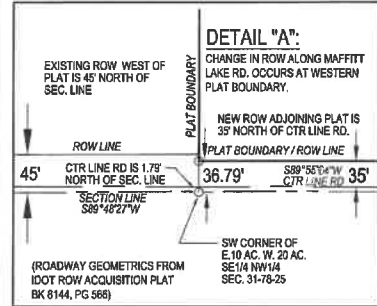
# MAFFITT RIDGE PLAT 2

## Final Plat

**INDEX LEGEND**  
 Location: Maffitt Ridge Lots 10-14, West Des Moines  
 Requestor / Owner: Maffitt Ridge LLC  
 Surveyor: Richard H. Baumhover, P.L.S.  
 Company: Bishop Engineering, 3501 104th St  
 Urbandale, IA 50322 (PH) 515-276-0467

**DEVELOPMENT NOTES FOR THE SUBDIVISION:**

1. THE DRAINAGE EASEMENTS AND PRIVATE STORM SEWERS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
2. A BUFFER PARK IS REQUIRED ALONG LOT 1. THE 30' BUFFER PARK REQUIRES THE EQUIVALENT OF 1 OVERSTORY TREE, 2 ORNAMENTAL TREES AND 6 SHRUBS PER 35 FEET OF LENGTH. EXISTING TREES CAN COUNT TOWARDS THIS REQUIREMENT. IF ENOUGH TREES DO NOT REMAIN IN THE BUFFER AREA AFTER GRADING, THAN TREES AND/OR SHRUBS SHALL BE ADDED TO MEET THIS REQUIREMENT.
3. BUFFER PARKS ARE NO-BUILD AREAS.
4. DIRECT DRIVEWAY ACCESS SHALL BE ALLOWED TO MAFFITT LAKE ROAD.
5. THE PAYMENT FOR THE SANITARY SEWER CONNECTION FEE FOR BUILDABLE LOTS OF RECORD SHALL BE AT THE TIME OF THE ISSUANCE OF A BUILDING OR PLUMBING PERMIT FOR THE APPLICABLE LOT.
6. SPECIFIC FENCING AND ACCESSORY STRUCTURE RESTRICTIONS WITHIN EASEMENT AREAS EXIST. CONTACT THE CITY OF WEST DES MOINES FOR MORE INFORMATION.
7. ALL LOTS WILL REQUIRE METER PITS NEAR SW LAKE RIDGE DRIVE DUE TO ANTICIPATED SERVICE LINE LENGTHS.
8. DWELLINGS ON LOTS 3, 4, AND 5 WILL BE REQUIRED TO HAVE FIRE SPRINKLER SYSTEMS REGARDLESS OF SIZE OF DWELLING. THIS IS DUE TO ACCESS TO LOTS EXCEEDING MAXIMUM DEAD END LENGTH.



**SURVEY LEGEND:**

- ⊕ SECTION CORNER - FOUND AS NOTED
- CORNER - FOUND AS NOTED
- PLAT CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #12386, UNLESS NOTED OTHERWISE
- LOT CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #12386, UNLESS NOTED OTHERWISE
- ⊙ CORNER - PLACED CUT "X"
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- RW or R.O.W. RIGHT-OF-WAY
- CL CENTER LINE
- Y.P.C. YELLOW PLASTIC CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- M.O.E. MINIMUM OPENING ELEVATION
- Ⓜ ADDRESS

**COMPREHENSIVE PLAN**

**LAND USE:** LOW DENSITY RESIDENTIAL

**ZONING:**

RESIDENTIAL ESTATE  
 MIN. LOT SIZE = 40,000 SF  
 BUILDING SETBACKS: FRONT YARD - 50'  
 REAR YARD - 50'  
 SIDE YARD - 20'

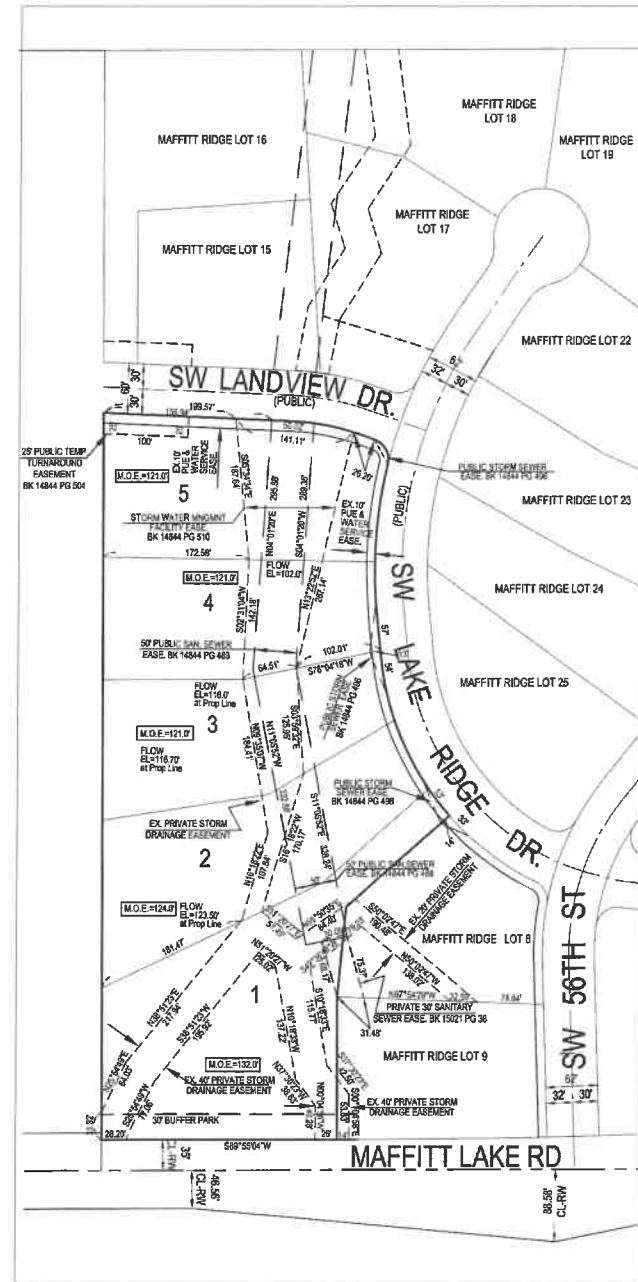
**FLOOD HAZARD CERTIFICATION:**

THIS SITE IS LOCATED IN A ZONE "X". AN ARSA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) 151530320F, WITH A MAP EFFECTIVE DATE OF 02/01/2018.

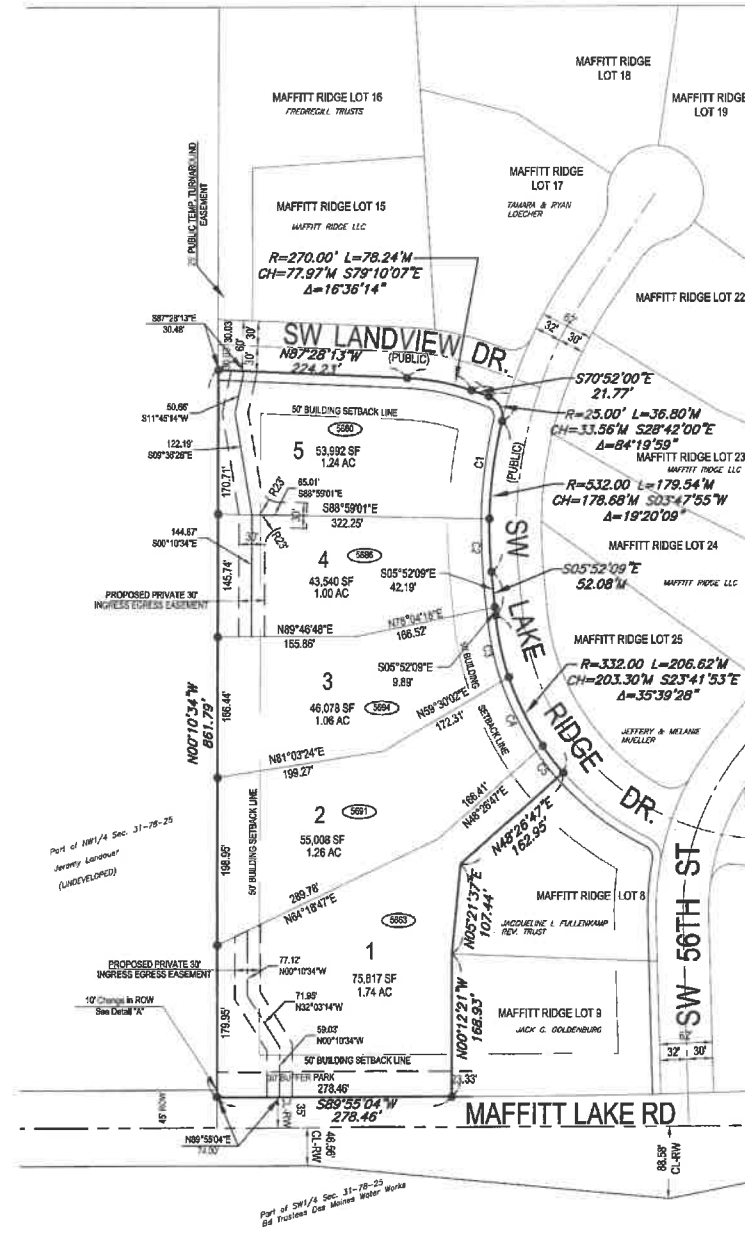
**Benchmark:**

WDM BM #104:  
 5.016 (±) FEET EAST OF INTERSECTION OF BEECHWOOD DR. AND MAFFITT LAKE ROAD, 29 FEET SOUTH OF THE CENTERLINE OF MAFFITT LAKE ROAD, STANDARD BENCHMARK.  
 ELEV. .... 930.77 (NAVD83)  
 ELEV. .... 156.76 (WDM)

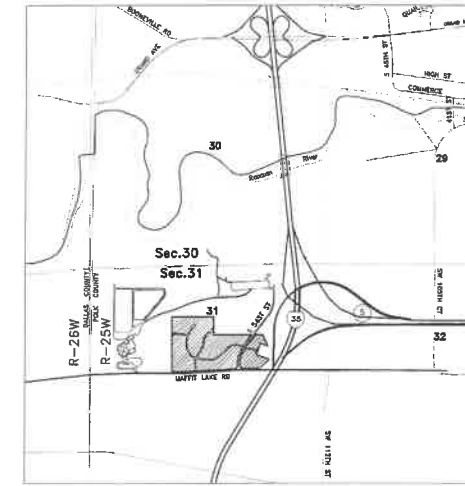
WDM BM #105:  
 216 FEET EAST OF INTERSECTION OF BEECHWOOD DR. AND MAFFITT LAKE ROAD, 18.5 FEET SOUTH OF THE CENTERLINE OF MAFFITT LAKE ROAD, STANDARD BENCHMARK.  
 ELEV. .... 932.52 (NAVD83)  
 ELEV. .... 188.51 (WDM)



**EASEMENTS PLAN**



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
1	116.45'	532'	116.21'	S07°11'46"W	12°32'28"
2	63.09'	532'	63.05'	S02°28'19"E	06°47'41"
3	75.11'	332'	74.95'	S12°21'03"E	12°57'47"
4	91.41'	332'	91.12'	S26°43'10"E	15°46'29"
5	40.10'	332'	40.07'	S28°04'01"E	06°55'12"



**VICINITY MAP**  
 Not To Scale

**PROPERTY DESCRIPTION:**

Replat of Lots 10 through 14 in Maffitt Ridge, an Official Plat now included in and forming a part of West Des Moines, Polk County, Iowa

All subject to and together with any and all easements of record, totaling approximately 6.33 acres.

**PREPARED FOR OWNER/ APPLICANT:**

Maffitt Estates LLC  
 C/O DML Management  
 14034 Ridgemont Dr.  
 Urbandale, IA 50323  
 Deb Lawrence  
 515-229-3773

**SURVEYOR'S NOTES:**

1. This plat has a maximum error of closure of 1 foot in 10,000 feet, and each lot has a maximum error of closure of 1 foot in 5,000 feet.
2. Basis of Bearings: Assumed for the purposes of this survey. West plat line bearing N00°10'34"W.

**ADDRESSING NOTES:**

1. If the driveway into Lot 5 is not located at the western end of the lot, contact Addressing Administrator for house number. House number will depend on driveway location along the lot frontage in relation to driveway locations for lots 15 & 17 in Maffitt Ridge.
2. Address markers clearly displaying the house number(s) to be accessed from that drive shall be placed at the street and driveway intersection of all lots.

**EASEMENT NOTE:**

Easements across the original Maffitt Ridge plat Lots 10-14 not shown on this Maffitt Ridge Plat 2 Replat are hereby vacated.

Specifically, private Ingress/ Egress Easements across Maffitt Ridge Lots 10-13 are vacated and replaced by new easements across Maffitt Ridge Plat 2 Lots 1, 4 and 5 as shown herein.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: RICHARD H. BAUMHOVER, L.S. 12386 DATE: \_\_\_\_\_  
 LICENSE RENEWAL DATE: DEC. 31, 2021  
 PAGES COVERED BY THIS SEAL: 1

**Bishop Engineering**  
 "Planning Your Successful Development"  
 3501 104th Street  
 Des Moines, Iowa 50322-3825  
 Phone: (515)276-0467 Fax: (515)276-0217  
 Civil Engineering & Land Surveying  
 Established 1959

**MAFFITT RIDGE PLAT 2**  
**WEST DES MOINES, IA**  
**FINAL PLAT**

REFERENCE NUMBER:  
 060317

CLIENT NUMBER:

DRAWN BY:  
 RHB

DATE:  
 7-24-20

REVISION DATE:  
 8-21-20

PROJECT NUMBER:  
**200140**

SHEET NUMBER:

**1 OF 1**

Prepared by: K. Trageser, 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 AND RELEASING FOR RECORDATION THE FINAL PLAT MAFFITT RIDGE PLAT 2**

**WHEREAS**, pursuant to the provisions of Title 10 and Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant and property owner, Maffitt Ridge, LLC, f/n/a Maffitt Estates LLC, requests approval and release of the final plat Maffitt Ridge Plat 2 (FP-004751-2020) to replat five existing lots to change the location of access easements for property located at SW Maffitt Lake Road and SW 56<sup>th</sup> Street and legally described below

**Legal Description of Property**

REPLAT OF LOTS 10 THROUGH 14 MAFFITT RIDGE AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

ALL SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.  
TOTALING APPROXIMATELY 6.33 ACRES

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

**WHEREAS**, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Maffitt Ridge Plat 2 and recommended approval on August 10, 2020; and

**WHEREAS**, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Maffitt Ridge Plat 2 that was reviewed and approved by the City Council on August 17, 2020; and

**WHEREAS**, on September 21, 2020, this City Council held a duly-noticed meeting to consider the application for Final Plat Maffitt Ridge Plat 2; and

**WHEREAS**, the West Des Moines City Council adopted a resolution which approved the Final Plat Maffitt Ridge Plat 2 at their meeting on September 21, 2020, subject to any conditions of approval; and

**WHEREAS**, there are no public improvements associated with this plat; and

**WHEREAS**, there are no public easements associated with this plat; and

**WHEREAS**, the City Council approves of the following changes in address assignments:

- Lot 1 5663 SW Maffitt Lake Road (previously assigned: 5621 SW Lake Ridge Dr)
- Lot 2 5691 SW Maffitt Lake Road (previously assigned: 5635 SW Lake Ridge Dr)
- Lot 3 5694 SW Landview Drive (previously assigned: 5643 SW Lake Ridge Dr)
- Lot 4 5686 SW Landview Drive (previously assigned: 5657 SW Lake Ridge Dr)
- Lot 5 5680 SW Landview Drive (no change to previous assignment)

**WHEREAS**, Maffitt Ridge Plat 2 is zoned Residential Estate (RE1-A) and meets all requirements of the City's Zoning Code.

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

**SECTION 1.** The findings of consistency with the Comprehensive Plan as stated in the staff report, dated September 21, 2020, or as amended orally at the City Council meeting of September 21, 2020, are adopted.

**SECTION 2.** Final Plat Maffitt Ridge Plat 2 (FP-004751-2020) is approved, subject to compliance with all the conditions in the staff report, dated September 21, 2020, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**SECTION 3.** This resolution does release the Maffitt Ridge Plat 2 final plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on September 21, 2020, and Roll Call No. \_\_\_\_\_.

#### CERTIFICATE

I, Ryan Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on September 21, 2020, among other proceedings, Roll Call No. \_\_\_\_\_ approved said plat on September 21, 2020 and released said Final Plat for recordation.

\_\_\_\_\_  
Ryan Jacobson  
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September 2020.

Steven K Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson  
City Clerk

#### EXHIBIT A: CONDITIONS OF APPROVAL

None

## CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Amendment to City Code - Title 1 (Administrative)  
Chapter 6 (Mayor and Council), Article B (Council),  
Section 2 (Meetings) - Amend Date for Adoption of  
Schedule of Regular City Council Meetings

**DATE:** September 21, 2020

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Title 1, Chapter 6, Article B, Section 2 of the West Des Moines City Code requires the schedule of regular City Council meetings for the next calendar year to be adopted at the first meeting of December.

In recent years, the requests from elected officials and staff for the next calendar year's schedule have been starting as early as September.

Since 2019, when the Council began scheduling its regular meetings for the first and third Mondays of every month, it removed any doubt as to when future meetings would be scheduled.

In the future, finalizing the adoption of the next calendar year's schedule at the first meeting of September will allow the official schedule to be distributed earlier and assist the elected officials and staff with future planning and scheduling various other matters.

In order to comply with the current City Code, the 2021 meeting schedule will be adopted at the December 7, 2020 meeting, and this ordinance amendment will take effect shortly after that.

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

**RECOMMENDATION:** Ordinance - Approval of First Reading

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

**STAFF REVIEWS**

Department Director	<i>RJS</i> <i>RTJ</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 1, (ADMINISTRATIVE), CHAPTER 6, (MAYOR AND COUNCIL), ARTICLE B (COUNCIL), SECTION 2 (MEETINGS)

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

**SECTION 1. AMENDMENT.** Title 1 (Administrative), Chapter 6 (Mayor and Council), Article B (Council), Section 2 (Meetings), Subsection A is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

- A. Regular Meetings: The regular meetings of the council shall be set by adoption of a schedule of regular meetings for the next calendar year at the first regular meeting held in ~~December~~ *September* of each year. The regular meetings shall begin at five thirty o'clock (5:30) P.M. in the ~~community room of the public library~~ *city council chambers at West Des Moines City Hall* or at some other designated location. The schedule, time and place of the meeting is subject to change by council resolution.

**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. 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 COMMUNICATION**

**DATE: September 21, 2020**

**ITEM:**

Motion – Approval of Traffic Code Amendment  
Special Stops Required  
76<sup>th</sup> Street and Pommel Place

First Reading

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**



This Traffic Code Amendment will stop Pommel Place at 76<sup>th</sup> Street. There is a sight distance restriction that creates the need for traffic on Pommel Place to stop before entering 76<sup>th</sup> Street.

**RECOMMENDATION:**

City Council Approve:  
-Motion approving First Reading.

Lead Staff Member: Jim Dickinson, P.E. 

**STAFF REVIEWS**

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

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

**SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC) CHAPTER 9: SECTION 6-9-3-1: SPECIAL STOPS REQUIRED:** is hereby amended by modifying the following:

<b>Add:</b>	<u>Street</u>	<u>Vehicles Traveling</u>	<u>Shall Stop At</u>
	Pommel Place		Seventy Sixth Street

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

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

**SECTION 4. VIOLATION.** Any person who violates the provisions of this Ordinance, upon conviction, shall be punished not in excess of a \$100 plus applicable surcharge and court costs.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in full force and effect from and after its passage, adoption, and publications as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

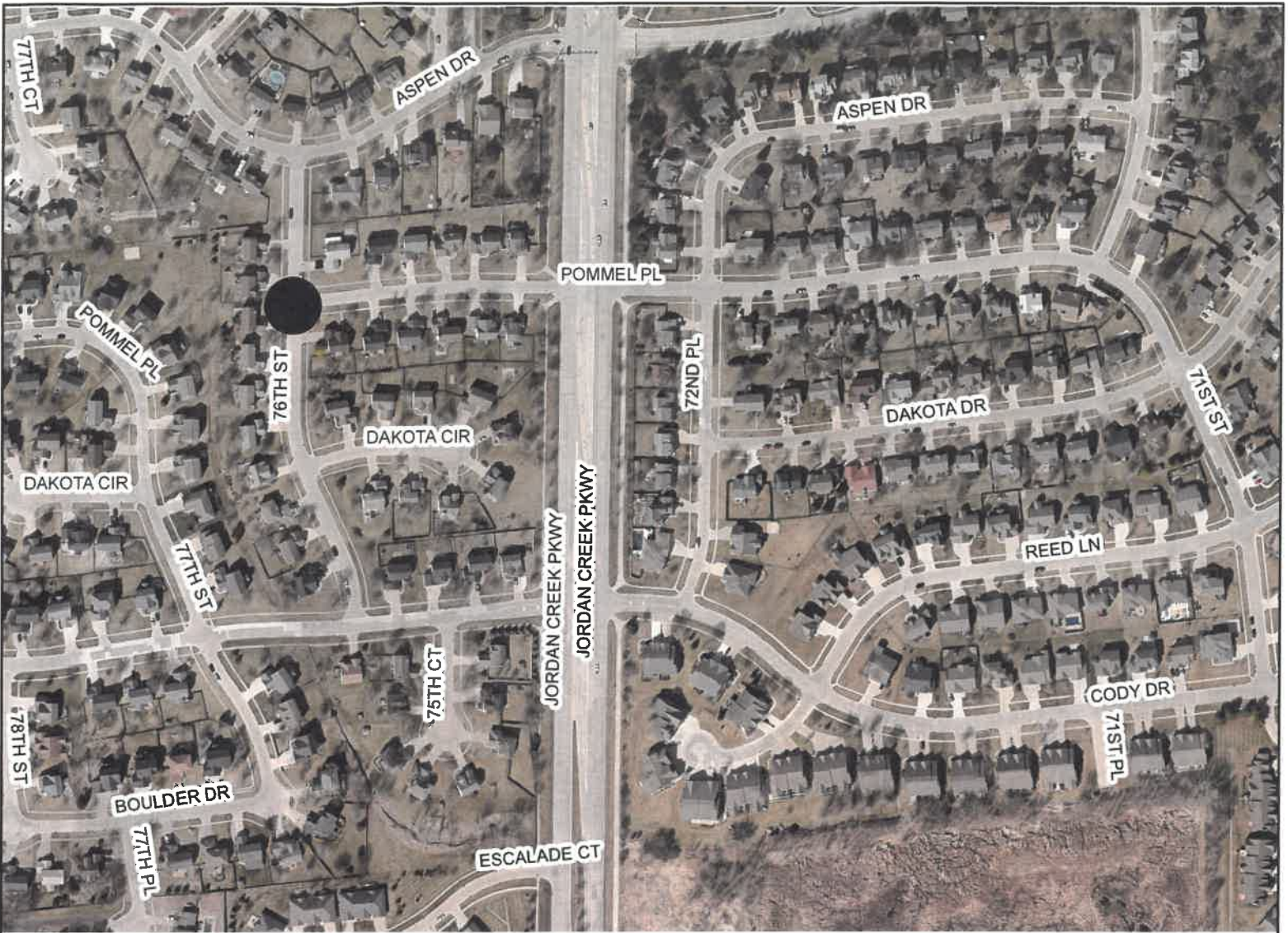
\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

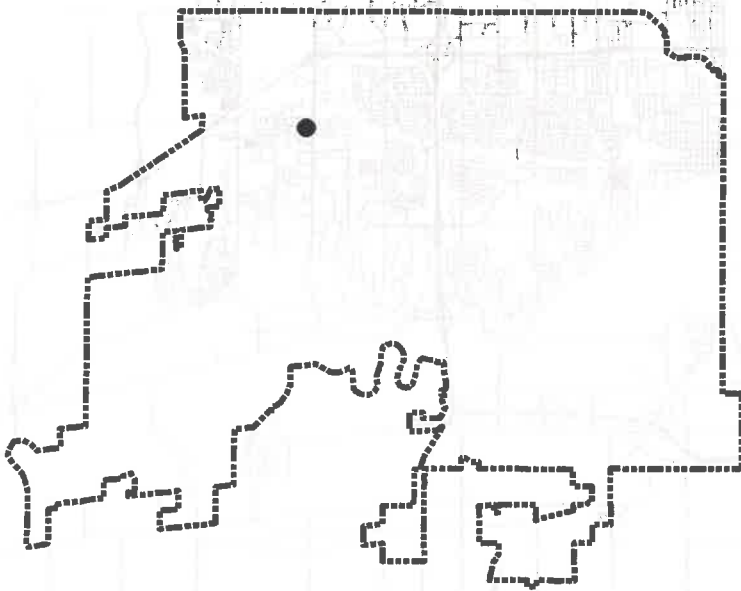
\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 2020.





**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Traffic Code Amendment Special Stops Required**

LOCATION:

**76th Street and Pommel Place**

DRAWN BY: REF

DATE: 9-21-2020

PROJECT: Special Stops Required

SHT. 1 of 1