

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** November 1, 2021

**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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### West Des Moines City Hall - City Council Chambers 4200 Mills Civic Parkway

*Members of the public wishing to participate telephonically, may do so by calling:  
515-207-8241, Enter Conference ID: 274 059 327#*

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
  - a. Motion - Approval of Minutes of October 18, 2021 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. Aldi, Inc. d/b/a Aldi, Inc. #40, 6050 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
    2. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
    3. Midwest Ventures 7, LLC d/b/a King Smoke Texas Barbeque, 3701 EP True Parkway, Suite 400 - Class BB Beer Permit with Sunday Sales and Outdoor Service - New
    4. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - Renewal
    5. Target Corporation d/b/a Target Store T-0069, 1800 35<sup>th</sup> Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

- 6. Wall to Wall, LLC d/b/a Wall to Wall Wine and Spirits, 375 South Jordan Creek Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New
  - d. Motion - Approval of Tobacco Permits
  - e. Motion - Approval of Change Order #24 - MidAmerican Energy RecPlex - General Construction
  - f. Motion - Approval As To Form of Construction Staging Lease Agreement
  - g. Resolution - Approval of 28E Agreement - Iowa Pledge Tobacco Compliance Program - Iowa Alcoholic Beverages Division
  - h. Resolution - Approval of Interfund Transfers
  - i. Resolution - Approval of Reimbursement - Ginger East Capital Project Funds
  - j. Resolution - Approval of Grant Application - Iowa Clean Air Attainment Program (ICAAP) - Traffic Adaptive Signal Controls at 25 Intersections
  - k. Resolution - Order Construction:
    - 1. Grand Avenue, South 88<sup>th</sup> Street to South Grand Prairie Parkway
    - 2. Grand Avenue West Segment 4 Sewer Extension
  - l. Resolution - Completion of Work - Ashworth Road Traffic Adaptive Signal System
  - m. Resolution - Approval of Professional Services Agreement - SE Adams Street, Veterans Parkway to SE Orilla Road
  - n. Resolution - Acceptance of Public Improvements - Mill Ridge Plat 5
  - o. Resolution - Approval and Acceptance of Lot Tie Agreement and Streetscape and Utility Easement - Wendy's, 225 Grand Avenue
  - p. Resolution - Approval of Agreement - Renewal of Main Street Iowa Program Agreement
  - q. Resolution - Establish Consultation Meeting and Public Hearing - Amendment #6 to the Alluvion Urban Renewal Area
  - r. Resolution - Approval and Acceptance of Property Interests:
    - 1. Crossroads Park Improvements
    - 2. Ginger West
    - 3. SE County Line Road, Veterans Parkway to SE Soteria Avenue

**5. Old Business**

- a. Village at Sugar Creek, northeast corner of South 88<sup>th</sup> Street and Booneville Road - Repeal the Midwest Technology Business Park Planned Unit Development (PUD) and Establish the Village at Sugar Creek PUD Regulating Development of Attached Townhomes and Apartments, Commercial Area and Open Space - DB Booneville, LLC
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. 4125 Westown Parkway Urban Renewal Area - Terminate the Urban Renewal Area and Repeal Ordinance No. 1990 - City Initiated
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Delavan Drive, Grand Avenue to terminus of Delavan Drive (south side) and 56<sup>th</sup> Street, EP True Parkway to 85 feet south of Highland Court (east side) - City Initiated
    - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
  - d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - Grand Avenue, 680 feet west of west I-35 Ramp to western terminus of Grand Avenue - City Initiated
    - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
  - e. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Alleys), Section 1 (Use of Public Ways Restricted) - Allow Approval of the Use of City Property for Construction Staging - City Initiated
    - 1. Ordinance - Approval of Second Reading
  - f. Railroad Park Restrooms - City Initiated
    - 1. Resolution - Award Contract
- 6. Public Hearings (5:35 p.m.)**
- a. Amendment #4 to the Historic West Des Moines Urban Renewal Area - City Initiated
    - 1. Resolution - Approval of Urban Renewal Plan Amendment
  - b. Amendment #5 to the Ashworth Corridor Urban Renewal Area - City Initiated
    - 1. Resolution - Approval of Urban Renewal Plan Amendment
  - c. West Des Moines/Waukee Annexation Moratorium and Subdivision Review Agreement - City Initiated
    - 1. Resolution - Approval of Agreement
  - d. Lot 3, The Village on Jordan Creek Parkway Plat 1 - Conveyance of Property to Jordan Creek Associates, LLC - City Initiated
    - 1. Motion - Acceptance of Withdrawal
- 7. New Business**
- a. 21 WDM, 950 Jordan Creek Parkway - Approval of Site Plan to Allow Construction of a Mixed Use Project at the Southwest Corner of Jordan Creek Parkway and Ashworth Road - Jordan Creek Associates, LLC
    - 1. Resolution - Approval of Site Plan

- b. Scooter's Coffee, 4520 University Avenue - Approval of Major Modification to Allow Construction of a Scooter's Coffee Kiosk - Shoppes at Three Fountains, L.C.
  - 1. Resolution - Approval of Major Modification
- c. Redevelopment of 111 5<sup>th</sup> Street - Scott Cutler and Tim Rypma
  - 1. Resolution - Authorize Filing of a Development Application

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

**9. Other Matters**

**CITY COUNCIL WORKSHOP**

(immediately follows Council meeting)

- 1. Des Moines Area Regional Transit Authority
- 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.

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West Des Moines City Council Proceedings  
Monday, October 18, 2021

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, October 18, 2021 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, M. McKinney, K. Trevillyan and R. Trimble.

City Clerk Ryan Jacobson stated staff is recommending the agenda be amended to remove the executive session, because it is no longer needed.

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

Vote 21-499: 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:

Sally Dix, Executive Director of Bravo Greater Des Moines, presented an update of the organization's activities and expressed appreciation to the City for its support.

Police Chief Chris Scott and Fire/EMS Chief Craig Leu reported that their departments have earned reaccreditation from CALEA and presented the certificates to the Mayor and Council.

Council member McKinney reported he attended a meeting of the Metropolitan Advisory Council, where discussion was held on the Metropolitan Waste Authority's new material recovery facility. He also attended a meeting of the Iowa Confluence Water Trails Board of Directors, where discussion was held on entities that have not yet determined whether they will participate in the group. He reported he attended the ribbon cutting ceremony for the Sugar Creek Greenway Trail. He also reported he attended a meeting of the Public Services Subcommittee, where discussion was held on how to address stormwater management in the Commerce area. He also attended a meeting of the Development and Planning Subcommittee, where discussion was held on a proposed redevelopment project at 111 5<sup>th</sup> Street and potential changes to the ordinance regulating solar energy systems.

Council member Hudson reported he attended a meeting of the Community Compliance Subcommittee, where discussion was held on several properties under review. He also attended a meeting of the City-School Committee, and he reported that enrollment has increased in both the West Des Moines Community School District and the Waukee Community School District.

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Council member Hardman reported on the West Des Moines Chamber of Commerce, stating they are hosting a virtual West Des Moines School Board candidate forum this evening and membership numbers have increased despite the ongoing challenges with the COVID-19 pandemic. She also reported she attended a meeting of the Human Rights Commission, where Audrey Kennis, Diversity, Equity, and Inclusion Director, was introduced to the commission and discussion was held on the possibility of adopting a welcoming statement.

City Manager Tom Hadden reported there was a major fire at the Valley West Inn on October 5<sup>th</sup>, and he commended the public safety departments for their responsiveness and professionalism during that incident. He also reported the city directors held a strategic planning session a couple weeks ago and staff will be providing a summary to the Mayor and Council. He stated the Wastewater Reclamation Authority has been in existence for 20 years, and the leadership is discussing whether the City of Des Moines should continue to serve as its operating agency.

Mayor Gaer stated a letter was received earlier today from Mediacom objecting to Items 4(l).

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of October 4, 2021 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  1. Thawee Wathana, LLC d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class BW Permit with Sunday Sales - New
  2. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
  3. Firebirds of West Des Moines, LLC d/b/a Firebirds Wood Fired Grill, 440 South 68<sup>th</sup> Street, Suite 101 - Class LC Liquor License with Sunday Sales - Renewal
  4. Kiss My Grits, LLC, d/b/a The Irish, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales and Outdoor Services - Renewal
  5. 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
  6. Monterrey III, LLC, d/b/a Monterrey III, 6630 Mills Civic Parkway, Unit 3116 - Class LC Liquor License with Sunday Sales - Renewal
  7. Pho Shobu, LLC d/b/a Pho Shobu, 8950 University Avenue, Suite 103 - Class LC Liquor License with Sunday Sales - Renewal
  8. SA Petro Mart, Inc., d/b/a SA Petro Mart, 136 1<sup>st</sup> Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

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9. Tallgrass Theatre Company d/b/a Tallgrass Theatre Company, 2019 Grand Avenue, Suite 100 - Class BW Permit with Sunday Sales - New
  10. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68<sup>th</sup> Street - Class LB Liquor License with Sunday Sales - Renewal
  11. Shri Hari, LLC d/b/a West D Liquors, 5014 EP True Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
- d. Approval of Appointments:
1. Bicycle Advisory Commission
  2. Library Board of Trustees
  3. Water Works Board of Trustees
- e. Approval of Contract Agreement - Snow Removal and Ice Control Services for Sidewalks and Crossing Guard Areas
- g. Approval of Change Orders:
1. MidAmerican Energy RecPlex Technology and Services, #3
  2. MidAmerican Energy RecPlex Site Improvements, #8
- h. Approval of Memorandum of Understanding - Central Iowa Code Consortium
- i. Approval of Cooperative Agreement with the Iowa Department of Transportation – Crossroads Park Parking Lot and Water Quality Improvements
- j. Approval of Interfund Transfers
- k. Order Construction:
1. 2021 Sewer Rehabilitation Program
  2. Raccoon River Drive Bridge over Realigned Johnson Creek
- m. Approval of Professional Services Agreement - SE County Line Road, Veterans Parkway to SE Orilla Road
- n. Approval to Release Lot 2 of Ginger West Plat 1 from the Development Agreement and Minimum Assessment Agreement with Microsoft Corporation for Project Ginger West
- o. Proclamation - Extra Mile Day - November 1, 2021

Vote 21-500: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 4(f) Approval of Addendum to MidAmerican Energy RecPlex Lease and Hold Harmless Agreement - Des Moines University Osteopathic Medical Center

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

It was moved by Trimble, second by Hudson to approve Item 4(f) Approval of Addendum to MidAmerican Energy RecPlex Lease and Hold Harmless Agreement - Des Moines University Osteopathic Medical Center.

Vote 21-501: Hudson, McKinney, Trevillyan, Trimble ... 4 yes  
Hardman ... 1 abstain due to potential conflict of interest

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Motion carried.

On Item 4(l) Accept Work - Digital Enterprise 2021 Single Family Drop Conduit Installation

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

It was moved by Hardman, second by Hudson to approve Item 4(l) Accept Work - Digital Enterprise 2021 Single Family Drop Conduit Installation.

Vote 21-502: Hardman, Hudson, Trevillyan, Trimble ... 4 yes  
McKinney ... 1 abstain due to potential conflict of interest

Motion carried.

On Item 5(a) West Des Moines/Cumming Annexation Moratorium and Subdivision Review Agreement, initiated by the City of West Des Moines (Continued from September 7, 2021 and October 4, 2021)

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

Vote 21-503: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes

Motion carried.

On Item 6(a) High Point, generally north and south of Stagecoach Drive between South 81st Street and South 85th Street - Amend Comprehensive Plan Land Use Map and Amend the Zoning Map to Establish the High Pointe Planned Unit Development (PUD) for Development of Attached and Detached Residential Dwellings, initiated by Coyote Ridge, LC

It was moved by McKinney, second by Hudson to adopt Motion - Acceptance of Withdrawal.

Vote 21-504: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes

Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Village at Sugar Creek, northeast corner of South 88th Street and Booneville Road - Amend Comprehensive Plan Land Use Map to Designate Medium Density Residential, Neighborhood Commercial and Open Space, Repeal the Midwest Technology Business Park Planned Unit Development (PUD) and Establish the Village at Sugar Creek PUD Regulating Development of Attached Townhomes and Apartments, Commercial Area and Open Space, initiated by DB Booneville, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 1, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member

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absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and PUD ordinance.

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 Comprehensive Plan Amendment

Vote 21-505: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 21-506: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 21-507: 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 Amendment #12 to the Amended & Restated Mills Parkway Urban Renewal Area, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 8, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 21-508: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider 2020-2021 FY Community Development Block Grant Program - Consolidated Annual Performance Evaluation Report (CAPER), initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on

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October 8, 2021 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 Hudson to adopt Resolution - Approval of CAPER.

Council member Trimble stated there haven't been any applications submitted for the rental rehabilitation program, so it will continue to be monitored to determine if any changes should be made to the program.

Council member Trevillyan inquired how staff is advertising the rental rehabilitation program.

Christine Gordon, Housing Planner, responded staff advertised a public meeting that was held, which was attended by six landlords. She noted she has received a number of emails and questions about the program, but no applications have been submitted as of yet. She stated she plans to follow up with those that have inquired about the program.

Vote 21-509: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider 2021-22 FY Operating and Capital Budget - Amendment #1, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 1, 2021 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 Hudson to adopt Resolution - Approval of Budget Amendment #1.

Vote 21-510: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Grand Avenue West Segment 3 Sewer Extension, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 8, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by McKinney, second by Trevillyan to adopt Resolution - Approval of Acquisition of Agricultural Property.

Vote 21-511: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(g) Mayor Gaer indicated this was the time and place for a public hearing to consider South Service Area Segment 4 and 10 Sewers, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 8, 2021 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 Hudson to adopt Resolution - Approval of Acquisition of Agricultural Property.

Vote 21-512: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(h) Mayor Gaer indicated this was the time and place for a public hearing to consider Railroad Park Restrooms, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 8, 2021 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 Hudson to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Motion to Defer Award Contract.

City Manager Tom Hadden reported the bids came in significantly higher than the estimate, but staff will evaluate the project and bring forth a recommendation on whether to award the contract or reject the bids at the November 1<sup>st</sup> City Council meeting.

Vote 21-513: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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On Item 6(i) Mayor Gaer indicated this was the time and place for a public hearing to consider 8th Street Reinforced Concrete Box (RCB) Repairs, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 8, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 21-514: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(j) Mayor Gaer indicated this was the time and place for a public hearing to consider 2021 Sewer Cleaning and Televising Program, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on October 8, 2021 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by Hudson to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Hydro-Klean, LLC.

Vote 21-515: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(a) Hy-Vee Fast and Fresh, 300 Grand Avenue - Approval of a Preliminary Plat to Create One Lot for Commercial Development and Approval of a Phased Site Plan to Allow Paving and Private Utilities Related to the Construction of a Convenience Store with Gas Pumps, initiated by Hy-Vee, Inc.

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

Vote 21-516: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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On Item 7(b) 4125 Westown Parkway Urban Renewal Area - Terminate the Urban Renewal Area and Repeal Ordinance No. 1990, initiated by the City of West Des Moines

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

Vote 21-517: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

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

Vote 21-518: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 21-519: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(c) Historic West Des Moines Housing Programs, initiated by the City of West Des Moines

Jay Hoag, 413 2<sup>nd</sup> Street, expressed concerns about Valley Junction homes in disrepair, and he stated he supports the City funding programs to improve those homes; however, he requested the City reconsider the proposed rental acquisition program, because he believes it could amount to a giveaway for house “flippers”.

Council member Trimble explained the rental rehabilitation program is intended to assist landlords with properties in disrepair that want to retain their property. Landlords interested in selling their rental property could utilize this proposed rental acquisition program, which means the City would acquire the property and sell it to a non-profit builder, who would make improvements and then sell it to low and moderate income families.

It was moved by Trimble, second by Hudson to adopt Resolution - Approval of the Creation of the Historic West Des Moines Pilot Housing Programs.

Council member Hardman inquired about the rationale for the three to five year timeline for the pilot housing program.

Council member Trimble explained it will take some time to raise the funds, get the program up

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and running, and process the initial set of applications, so the three to five year timeline is needed to allow for the desired review period of one to two years after the initial funds have been awarded.

Council member Hardman inquired how staff intends to market the pilot program.

Clyde Evans, Community and Economic Development Director, responded staff will target the marketing to specific users of each of the programs, so the rental rehabilitation program will be marketed to rental property owners in the Historic West Des Moines area. The marketing for the rental acquisition program will consist of reaching out directly to the rental property owners. He noted staff has already communicated with several non-profit builders that are very interested in partnering with the City on this pilot program. For the other two programs, staff will use all available social media channels, the City website, and the news media.

Council member Trevillyan noted the program guidelines specify the rental acquisition program properties would be sold to non-profit builders during the first year of the program only. He inquired about the intention for the years following.

Mr. Evans stated the Finance and Administration Subcommittee recommended that after the first year, the subcommittee would review the program and determine if the non-profit sector has the capacity to take on additional properties. If the subcommittee determines at that time the non-profit sector has maximized its capacity, then they could consider opening the program to private sector builders as well.

Council member Trevillyan suggested that the program guidelines be amended to specify those intentions for the one-year review. He also expressed concerns about the possibility of asbestos issues becoming the City's responsibility for properties acquired through the rental acquisition program.

Council member McKinney expressed concerns that property owners could bundle and receive funding from two or more of these housing programs.

Mayor Gaer suggested including a disclaimer on the application stating that property owners cannot receive funding from more than one housing program.

Council member Trevillyan requested that the motion be amended so that the rental acquisition program guidelines specify the qualifications for non-profits eligible to purchase the properties acquired by the City and remove the one-year timeline for non-profits only, with the understanding that if it becomes evident after a year that the program should be opened to include private sector builders, the Council could then amend the program guidelines to do so.

Council member Trimble rescinded his motion, and Council member Hudson rescinded his second to that motion.

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It was moved by Trimble, second by Hudson to adopt Resolution - Approval of the Creation of the Historic West Des Moines Pilot Housing Programs, with amendments to the rental acquisition program guidelines to specify the qualifications for non-profits eligible to purchase the properties acquired by the City and remove the one-year timeline for non-profits only.

Vote 21-520: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(d) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Delavan Drive, Grand Avenue to terminus of Delavan Drive (south side) and 56th Street, EP True Parkway to 85 feet south of Highland Court (east side), initiated by the City of West Des Moines

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

Vote 21-521: 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 Hudson to approve the first reading of the ordinance.

Vote 21-522: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(e) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - Grand Avenue, 680 feet west of west I-35 Ramp to western terminus of Grand Avenue, initiated by the City of West Des Moines

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

Vote 21-523: 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 McKinney to approve the first reading of the ordinance.

Vote 21-524: Hardman, Hudson, McKinney, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7(f) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Alleys), Section 1 (Use of Public Ways Restricted) - Allow Approval of the Use

October 18, 2021

of City Property for Construction Staging, initiated by the City of West Des Moines

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

Council member Trevillyan stated he doesn't support city parking lots being used for construction staging, and he expressed concerns it could open the City up to liability issues and other problems.

Council member McKinney stated the Public Services Subcommittee spent a lot of time discussing the concerns about potential liability and destruction of property, and he believes this proposed ordinance strikes the right balance of assuring protection of city property and encouraging redevelopment in locations where it is particularly challenging.

Vote 21-525: Hardman, Hudson, McKinney, Trimble ... 4 yes  
Trevillyan ... 1 no

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 21-526: Hardman, Hudson, McKinney, Trimble ... 4 yes  
Trevillyan ... 1 no

Motion carried.

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

On Item 9 - Other Matters: none

The meeting was adjourned at 7:08 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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Steven K. Gaer, Mayor

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

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

**DATE:** November 1, 2021

**FINANCIAL IMPACT:** Section 1-10-3(b) of the West Des Moines City Code provides that no disbursement shall be made from a fund unless such disbursement is authorized by law, ordinance or resolution, was properly budgeted, and supported by a claim approved by the City Council. The following list(s) of municipal expenditures, all of which have been reviewed and authorized by the respective departments as being justified and properly due and the listing of which have been prepared by Finance staff, are, with this agenda item, being submitted to the City Council for approval:

Regular Bi-Weekly Claims	11/01/2021	\$ 1,747,030.16
EFT Claims	11/01/2021	\$ 2,056,147.01
Control Pay	11/01/2021	\$ 48,960.03
Microsoft Escrow Checks	11/01/2021	\$ 0.00
Microsoft Escrow EFT	11/01/2021	\$ 0.00
End of Month & Off-Cycle	10/05/2021 to 11/14/2021	\$ 333,602.07

**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: 11/01/2021

Type	Date	Number Source	Payee Name	Transaction Amount
<b>Bank Account: WB VENDOR DISB - WB Vendor Disbursement</b>				
Check	11/01/2021	322736	Accounts Payable	181,656.34
Check	11/01/2021	322737	Accounts Payable	152.52
Check	11/01/2021	322738	Accounts Payable	1,716.00
Check	11/01/2021	322739	Accounts Payable	276.00
Check	11/01/2021	322740	Accounts Payable	4,021.53
Check	11/01/2021	322741	Accounts Payable	200.00
Check	11/01/2021	322742	Accounts Payable	31,900.00
Check	11/01/2021	322743	Accounts Payable	763.25
Check	11/01/2021	322744	Accounts Payable	9,107.39
Check	11/01/2021	322745	Accounts Payable	4,344.08
Check	11/01/2021	322746	Accounts Payable	10,197.00
Check	11/01/2021	322747	Accounts Payable	1,972.50
Check	11/01/2021	322748	Accounts Payable	6,287.33
Check	11/01/2021	322749	Accounts Payable	96.00
Check	11/01/2021	322750	Accounts Payable	139,672.00
Check	11/01/2021	322751	Accounts Payable	192.00
Check	11/01/2021	322752	Accounts Payable	33.53
Check	11/01/2021	322753	Accounts Payable	283.00
Check	11/01/2021	322754	Accounts Payable	5,000.00
Check	11/01/2021	322755	Accounts Payable	283.08
Check	11/01/2021	322756	Accounts Payable	425.00
Check	11/01/2021	322757	Accounts Payable	177,629.67
Check	11/01/2021	322758	Accounts Payable	117.94
Check	11/01/2021	322759	Accounts Payable	236,187.36
Check	11/01/2021	322760	Accounts Payable	6,440.00
Check	11/01/2021	322761	Accounts Payable	4,705.50
Check	11/01/2021	322762	Accounts Payable	320.00
Check	11/01/2021	322763	Accounts Payable	440.00
Check	11/01/2021	322764	Accounts Payable	2,416.15
Check	11/01/2021	322765	Accounts Payable	40.90
Check	11/01/2021	322766	Accounts Payable	283.71
Check	11/01/2021	322767	Accounts Payable	1,345.38

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Check	11/01/2021	322768	Accounts Payable	FEDEX	70.67
Check	11/01/2021	322769	Accounts Payable	FERGUSON , JULIE	480.00
Check	11/01/2021	322770	Accounts Payable	FORKLIFTS OF DES MOINES	850.00
Check	11/01/2021	322771	Accounts Payable	FORMARO STUFFED COM LLC	2,695.00
Check	11/01/2021	322772	Accounts Payable	GLOBAL INDUSTRIAL	2,085.79
Check	11/01/2021	322773	Accounts Payable	GONZALEZ CONTRACTORS	200.00
Check	11/01/2021	322774	Accounts Payable	GRIMES ASPHALT & PAVING	200.85
Check	11/01/2021	322775	Accounts Payable	HANRAHAN CONSULTING LLC	150.00
Check	11/01/2021	322776	Accounts Payable	HAWKEYE TRUCK EQUIPMENT	398.00
Check	11/01/2021	322777	Accounts Payable	HAYES , ROBERT	980.44
Check	11/01/2021	322778	Accounts Payable	HDR ENGINEERING INC	163,382.17
Check	11/01/2021	322779	Accounts Payable	HI TOUCH BUSINESS SERVICES LLC	596.91
Check	11/01/2021	322780	Accounts Payable	HY VEE INC	4,892.61
Check	11/01/2021	322781	Accounts Payable	I-80 CONCRETE DESIGN LLC	400.00
Check	11/01/2021	322782	Accounts Payable	ICON- IOWA CONFLUENCE WATER TRAILS	40,836.00
Check	11/01/2021	322783	Accounts Payable	INCENTIVE SERVICES INC	1,118.25
Check	11/01/2021	322784	Accounts Payable	INGERSOLL-RAND INDUSTRIAL US INC	769.75
Check	11/01/2021	322785	Accounts Payable	INTERSTATE ALL BATTERY CENTER	11,259.00
Check	11/01/2021	322786	Accounts Payable	IOWA ONE CALL	2,104.20
Check	11/01/2021	322787	Accounts Payable	IOWA POND GUY LLC	450.00
Check	11/01/2021	322788	Accounts Payable	IOWA SIGNAL INC	1,200.00
Check	11/01/2021	322789	Accounts Payable	IOWA SPORTS TURF	21,285.00
Check	11/01/2021	322790	Accounts Payable	JARNAGIN PAINTING INC	7,446.00
Check	11/01/2021	322791	Accounts Payable	JCG LAND SERVICES INC	250.00
Check	11/01/2021	322792	Accounts Payable	JMI IMPRESSIONS ART & DESIGN	3,660.00
Check	11/01/2021	322793	Accounts Payable	JOHNSON BROTHERS OF IOWA INC	165.60
Check	11/01/2021	322794	Accounts Payable	KALDENBERG'S PBS LANDSCAPING	2,262.10
Check	11/01/2021	322795	Accounts Payable	KAUFMAN , JON	324.50
Check	11/01/2021	322796	Accounts Payable	KEOKUK CONTRACTORS INC	7,947.09
Check	11/01/2021	322797	Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	347.00
Check	11/01/2021	322798	Accounts Payable	KNICLEY , ROY	1,125.00
Check	11/01/2021	322799	Accounts Payable	L&G PRODUCTS INC	498.00
Check	11/01/2021	322800	Accounts Payable	LACINA , WENDY	456.00
Check	11/01/2021	322801	Accounts Payable	LANGUAGE LINE SERVICES	1,122.91

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Type	Date	Number	Source	Payee Name	Transaction Amount
Check	11/01/2021	322802	Accounts Payable	LAW OFFICE OF SCOTT L LONG PC	110.00
Check	11/01/2021	322803	Accounts Payable	LEE, JEFF	75.00
Check	11/01/2021	322804	Accounts Payable	LOGOED APPAREL & PROMOTIONS	103.41
Check	11/01/2021	322805	Accounts Payable	LOWE'S HOME CENTER INC	1,563.50
Check	11/01/2021	322806	Accounts Payable	MAHASKA BOTTLING COMPANY	162.36
Check	11/01/2021	322807	Accounts Payable	MARTIN'S FLAG COMPANY LLC	10,314.00
Check	11/01/2021	322808	Accounts Payable	MEDIA/ACOM	310.73
Check	11/01/2021	322809	Accounts Payable	MENARDS- CLIVE	324.08
Check	11/01/2021	322810	Accounts Payable	MERRITT COMPANY INC	3,045.00
Check	11/01/2021	322811	Accounts Payable	MOEN, JASON	196.00
Check	11/01/2021	322812	Accounts Payable	NAI ELECTRICAL CONTRACTOR	301.40
Check	11/01/2021	322813	Accounts Payable	OBERFOELL, STEPHANIE	264.00
Check	11/01/2021	322814	Accounts Payable	OLSSON INC	24,568.91
Check	11/01/2021	322815	Accounts Payable	ON TRACK CONSTRUCTION LLC	10,992.53
Check	11/01/2021	322816	Accounts Payable	PEPSI BEVERAGES COMPANY	1,250.56
Check	11/01/2021	322817	Accounts Payable	PETERSON, ANTHONY	848.82
Check	11/01/2021	322818	Accounts Payable	PINGEL MUDJACKING LC	3,300.00
Check	11/01/2021	322819	Accounts Payable	PITNEY BOWES	1,231.41
Check	11/01/2021	322820	Accounts Payable	PMA ASSET MANAGEMENT LLC	3,717.84
Check	11/01/2021	322821	Accounts Payable	POLK COUNTY RECORDER	2.00
Check	11/01/2021	322822	Accounts Payable	PROVANTAGE LLC	973.54
Check	11/01/2021	322823	Accounts Payable	RAY O'HERRON CO INC	1,236.37
Check	11/01/2021	322824	Accounts Payable	RDG PLANNING & DESIGN	1,270.01
Check	11/01/2021	322825	Accounts Payable	RECORD PRINTING CO INC OF STORY CITY	413.66
Check	11/01/2021	322826	Accounts Payable	RECORDED BOOKS LLC	349.83
Check	11/01/2021	322827	Accounts Payable	ROBERT HALF TECHNOLOGY	8,450.62
Check	11/01/2021	322828	Accounts Payable	SAN, ANTHONY	672.00
Check	11/01/2021	322829	Accounts Payable	SEH INC	24,928.76
Check	11/01/2021	322830	Accounts Payable	SHEKAR ENGINEERING PLC	72,317.24
Check	11/01/2021	322831	Accounts Payable	SMITH'S SEWER SERVICE INC	264.00
Check	11/01/2021	322832	Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	128.25
Check	11/01/2021	322833	Accounts Payable	SOUTHERN BLEACHER CO INC	41,148.00
Check	11/01/2021	322834	Accounts Payable	SOUTHWEST POLK WATER SERVICE INC	20.00
Check	11/01/2021	322835	Accounts Payable	SPEEDPRO IMAGING	642.56

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Check	11/01/2021	322836	Accounts Payable	SPIEGEL & MCDIARMID LLP	25,367.00
Check	11/01/2021	322837	Accounts Payable	STOREY-KENWORTHY CO	64,535.63
Check	11/01/2021	322838	Accounts Payable	STRYKER SALES CORPORATION	5,443.72
Check	11/01/2021	322839	Accounts Payable	SURFACE SOLUTIONS	9,870.20
Check	11/01/2021	322840	Accounts Payable	SYMMETRY ENERGY SOLUTIONS LLC	2,492.99
Check	11/01/2021	322841	Accounts Payable	SYSTEMS MANAGEMENT AND BALANCING INC	15,000.00
Check	11/01/2021	322842	Accounts Payable	TD&I CABLE MAINTENANCE INC	43,330.11
Check	11/01/2021	322843	Accounts Payable	TEKSYSTEMS INC	6,360.00
Check	11/01/2021	322844	Accounts Payable	TERRACON CONSULTANTS INC	2,815.00
Check	11/01/2021	322845	Accounts Payable	THE CONCRETE COMPANY INC	20,455.00
Check	11/01/2021	322846	Accounts Payable	THE GRAVEDIGGER LLC	2,150.00
Check	11/01/2021	322847	Accounts Payable	THEIS , MARK	88.00
Check	11/01/2021	322848	Accounts Payable	THORSEN , AMANDA	27.06
Check	11/01/2021	322849	Accounts Payable	TK ELEVATOR CORPORATION	1,321.44
Check	11/01/2021	322850	Accounts Payable	TRAEER SALT AND PEPPER SHAKER GALLERY	100.00
Check	11/01/2021	322851	Accounts Payable	TREE DOCTOR LLC	650.00
Check	11/01/2021	322852	Accounts Payable	TRUE VALUE & V&S VARIETY STORE	180.90
Check	11/01/2021	322853	Accounts Payable	UNIFIED CONTRACTING SERVICES	7,494.68
Check	11/01/2021	322854	Accounts Payable	UNITYPOINT HEALTH	746.37
Check	11/01/2021	322855	Accounts Payable	USA SOFTBALL OF IOWA	8,358.75
Check	11/01/2021	322856	Accounts Payable	VACKER INC	1,091.00
Check	11/01/2021	322857	Accounts Payable	VAN MAANEN ELECTRIC INC	84,616.96
Check	11/01/2021	322858	Accounts Payable	VEENSTRA & KIMM INC	40,257.31
Check	11/01/2021	322859	Accounts Payable	VERIZON WIRELESS	9,455.40
Check	11/01/2021	322860	Accounts Payable	VISION SERVICE PLAN	658.49
Check	11/01/2021	322861	Accounts Payable	VIVID IMPRESSIONS INC	51.70
Check	11/01/2021	322862	Accounts Payable	WEBSPEC DESIGN LLC	640.00
Check	11/01/2021	322863	Accounts Payable	WEX BANK	3,458.61
Check	11/01/2021	322864	Accounts Payable	ZOLL MEDICAL- NY	1,344.69
Check	11/01/2021	322865	Accounts Payable	BOWEN , GARY	30,255.00
Check	11/01/2021	322866	Accounts Payable	CAAS	13,500.00
Check	11/01/2021	322867	Accounts Payable	UNITED HEALTHCARE	593.27
Check	11/01/2021	322868	Accounts Payable	AMERICAN PLANNING ASSOCIATION	599.00
Check	11/01/2021	322869	Accounts Payable	AT&T MOBILITY	8,939.94

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	11/01/2021	322870	CENTURYLINK	159.98
Check	11/01/2021	322871	DRAKE UNIVERSITY	3,000.00
Check	11/01/2021	322872	FIRE SERVICE TRAINING BUREAU	300.00
Check	11/01/2021	322873	GRANITE TELECOMMUNICATIONS LLC	3,802.71
Check	11/01/2021	322874	MIDAMERICAN ENERGY	42.78
Check	11/01/2021	322875	MIDAMERICAN ENERGY	168.33
Check	11/01/2021	322876	MIDAMERICAN ENERGY	140.15
Check	11/01/2021	322877	MIDAMERICAN ENERGY	142.23
Check	11/01/2021	322878	MIDAMERICAN ENERGY	398.38
Check	11/01/2021	322879	MIDAMERICAN- DM-WDM TL	37.00
Check	11/01/2021	322880	MIDAMERICAN- DM-WDM TL	37.00
Check	11/01/2021	322881	NAFA	499.00
Check	11/01/2021	322882	OFFICE MAX	11.99
Check	11/01/2021	322883	SECRETARY OF STATE	30.00
EFT	11/01/2021	7035	ABC ELECTRICAL SERVICES LLC	8,287.60
EFT	11/01/2021	7036	ACCUJET LLC	618.26
EFT	11/01/2021	7037	AECOM TECHNICAL SERVICES INC	17,821.63
EFT	11/01/2021	7038	AHLERS & COONEY PC	5,958.00
EFT	11/01/2021	7039	AIR CLEANING TECHNOLOGIES INC	640.00
EFT	11/01/2021	7040	ALL CITY MANAGEMENT SERVICES INC	6,739.80
EFT	11/01/2021	7041	ALLIANCE CONSTRUCTION GROUP LLC	93,779.89
EFT	11/01/2021	7042	ARNOLD MOTOR SUPPLY LLP	382.79
EFT	11/01/2021	7043	BAUER BUILT	1,304.88
EFT	11/01/2021	7044	BINGHAM, DERRIK	224.00
EFT	11/01/2021	7045	BIRD ELECTRONIC CORPORATION	10,477.11
EFT	11/01/2021	7046	BLANCHARD, BRANDON	147.50
EFT	11/01/2021	7047	BOOT BARN INC	335.71
EFT	11/01/2021	7048	BROCKWAY MECHANICAL & ROOFING	286.56
EFT	11/01/2021	7049	BROWNELLS INC	232.17
EFT	11/01/2021	7050	CDW GOVERNMENT INC	3,856.91
EFT	11/01/2021	7051	CENTRAL IOWA TOWING- ROY'S TOWING	275.00
EFT	11/01/2021	7052	CHRISTIAN EDWARDS PRINT & GRAPHICS	161.00
EFT	11/01/2021	7053	CIVIL DESIGN ADVANTAGE LLC	35,532.91
EFT	11/01/2021	7054	COMMUNICATION DATA LINK LLC	124,565.75

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EFT	11/01/2021	7055 Accounts Payable	CONTRACTOR SALES AND SERVICE LLC	637.50
EFT	11/01/2021	7056 Accounts Payable	CONVERGENT TECHNOLOGIES LLC	6,759.00
EFT	11/01/2021	7057 Accounts Payable	COUNTRYMAN , ANDY	147.50
EFT	11/01/2021	7058 Accounts Payable	DELATI ITS LLC	3,692.06
EFT	11/01/2021	7059 Accounts Payable	DES MOINES ASPHALT & PAVING	289,690.22
EFT	11/01/2021	7060 Accounts Payable	DINKLA , JORDAN	137.50
EFT	11/01/2021	7061 Accounts Payable	ENTENMANN ROVIN CO	129.75
EFT	11/01/2021	7062 Accounts Payable	EXCEL MECHANICAL INC	40,377.55
EFT	11/01/2021	7063 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	3,892.00
EFT	11/01/2021	7064 Accounts Payable	GENERAL TRAFFIC CONTROLS INC	333.00
EFT	11/01/2021	7065 Accounts Payable	GRAHAM , BARRY	300.00
EFT	11/01/2021	7066 Accounts Payable	H21 GROUP INC	96,900.00
EFT	11/01/2021	7067 Accounts Payable	HAHN , JENNIFER	6,592.19
EFT	11/01/2021	7068 Accounts Payable	HOME INC	25,620.00
EFT	11/01/2021	7069 Accounts Payable	INTERTWINED LLC	240.00
EFT	11/01/2021	7070 Accounts Payable	IOWA BEVERAGE SYSTEMS INC	2,149.50
EFT	11/01/2021	7071 Accounts Payable	IOWA EMERGENCY MEDICAL SERVICES ASSOCIATION- IEMSA	695.00
EFT	11/01/2021	7072 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	22,994.06
EFT	11/01/2021	7073 Accounts Payable	ISG	3,200.00
EFT	11/01/2021	7074 Accounts Payable	JEFFREY L BRUCE & COMPANY LLC	763.00
EFT	11/01/2021	7075 Accounts Payable	JEO CONSULTING GROUP INC	32,990.92
EFT	11/01/2021	7076 Accounts Payable	KIRKHAM MICHAEL & ASSOC	39,942.10
EFT	11/01/2021	7077 Accounts Payable	KIRKMAN , JAMES	781.50
EFT	11/01/2021	7078 Accounts Payable	LASER RESOURCES	5,660.29
EFT	11/01/2021	7079 Accounts Payable	LEHMAN , MATT	341.04
EFT	11/01/2021	7080 Accounts Payable	MACQUEEN EQUIPMENT LLC	1,335.90
EFT	11/01/2021	7081 Accounts Payable	MARTIN BROTHERS	4,193.89
EFT	11/01/2021	7082 Accounts Payable	MCCANINCH CORPORATION	241,369.20
EFT	11/01/2021	7083 Accounts Payable	MCCUBBIN , COURTNEY	236.00
EFT	11/01/2021	7084 Accounts Payable	MH EQUIPMENT COMPANY	5,367.25
EFT	11/01/2021	7085 Accounts Payable	MIDWEST WHEEL	32.88
EFT	11/01/2021	7086 Accounts Payable	MITCHELL , RANDY	96.00
EFT	11/01/2021	7087 Accounts Payable	MSTS- RED WING BUSINESS	905.19

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EFT	11/01/2021	7088	Accounts Payable	ADVANTAGE- WDM	
EFT	11/01/2021	7089	Accounts Payable	NESTINGEN INC	32,000.00
EFT	11/01/2021	7090	Accounts Payable	NORTHLAND PRODUCTS- NORSOLV SYSTEMS	1,845.50
EFT	11/01/2021	7091	Accounts Payable	O'HALLORAN INTERNATIONAL INC	69.47
EFT	11/01/2021	7092	Accounts Payable	ONENECK IT SOLUTIONS LLC	157.28
EFT	11/01/2021	7093	Accounts Payable	OSAM , JACLYN	345.00
EFT	11/01/2021	7094	Accounts Payable	PER MAR SECURITY SERVICES	892.29
EFT	11/01/2021	7095	Accounts Payable	PERFICUT COMPANIES INC	2,976.50
EFT	11/01/2021	7096	Accounts Payable	PIONEER ATHLETICS	598.10
EFT	11/01/2021	7097	Accounts Payable	PROQUEST LLC	5,925.00
EFT	11/01/2021	7098	Accounts Payable	QUAD OPTICAL SERVICES LLC	98,766.00
EFT	11/01/2021	7099	Accounts Payable	RELIABLE MAINTENANCE	45,540.00
EFT	11/01/2021	7100	Accounts Payable	RELIANT FIRE APPARATUS INC	4,161.56
EFT	11/01/2021	7101	Accounts Payable	RENEWABLE ENERGY GROUP INC	21,281.43
EFT	11/01/2021	7102	Accounts Payable	RLM UNDERGROUND LLC	85,959.13
EFT	11/01/2021	7103	Accounts Payable	ROGNES CORPORATION	172,095.77
EFT	11/01/2021	7104	Accounts Payable	SHAPANSKY , JACOB	137.50
EFT	11/01/2021	7105	Accounts Payable	SHIELDS , CHARLES	96.00
EFT	11/01/2021	7106	Accounts Payable	SPS VAR LLC	1,750.00
EFT	11/01/2021	7107	Accounts Payable	STAR EQUIPMENT LTD	3,039.23
EFT	11/01/2021	7108	Accounts Payable	STIVERS FORD	59,981.00
EFT	11/01/2021	7109	Accounts Payable	SWINTON , ASHLEE	1,453.50
EFT	11/01/2021	7110	Accounts Payable	TAXIUM LLC	306,560.11
EFT	11/01/2021	7111	Accounts Payable	TELLO ITS LLC	9,012.25
EFT	11/01/2021	7112	Accounts Payable	TYLER TECHNOLOGIES INC	709.00
EFT	11/01/2021	7113	Accounts Payable	WAYTEK INC	62.42
EFT	11/01/2021	7114	Accounts Payable	WEATHERALL , CRAIG	58.41
EFT	11/01/2021	7115	Accounts Payable	WESTHOFF , KURT	137.50
EFT	11/01/2021	7116	Accounts Payable	WHKS & CO	38,282.62
EFT	11/01/2021	7117	Accounts Payable	YEAGER ENTERPRISES LLC	2,002.00
EFT	11/01/2021	7118	Accounts Payable	ZIEGLER INC	774.50
EFT	11/01/2021	7119	Accounts Payable	FOWLER , BRIAN	275.00
EFT	11/01/2021	7119	Accounts Payable	IOWA WORKFORCE DEVELOPMENT-UIS DIVISION	9,073.48

**City of West Des Moines, IA**  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
 Batch Date: 11/01/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
WB VENDOR DISB WB Vendor Disbursement Totals:					
Checks:		148			\$1,747,030.16
EFTs:		85			\$2,056,147.01
				Transactions: 233	\$3,803,177.17

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB CONTROLPAY - WB ControlPay  
 Batch Date: 11/01/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
<b>Bank Account: WB CONTROLPAY - WB ControlPay</b>					
EFT	11/01/2021	6719	Accounts Payable	ALLIED 100 LLC	398.00
EFT	11/01/2021	6720	Accounts Payable	ARAMARK UNIFORM SERVICES	1,756.86
EFT	11/01/2021	6721	Accounts Payable	ARROW STAGE LINES	1,901.00
EFT	11/01/2021	6722	Accounts Payable	BOMGAARS SUPPLY INC	163.98
EFT	11/01/2021	6723	Accounts Payable	BSN SPORTS LLC	789.73
EFT	11/01/2021	6724	Accounts Payable	BUSINESS MANAGEMENT DAILY	179.00
EFT	11/01/2021	6725	Accounts Payable	BUSINESS PUBLICATIONS CORP	74.95
EFT	11/01/2021	6726	Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	6,114.96
EFT	11/01/2021	6727	Accounts Payable	CLIVE POWER EQUIPMENT	26.95
EFT	11/01/2021	6728	Accounts Payable	COMPETITIVE EDGE	648.90
EFT	11/01/2021	6729	Accounts Payable	CORE AND MAIN LP	139.19
EFT	11/01/2021	6730	Accounts Payable	CORN STATES METAL FABRICATORS INC	780.00
EFT	11/01/2021	6731	Accounts Payable	DES MOINES REGISTER MEDIA	180.51
EFT	11/01/2021	6732	Accounts Payable	DES MOINES REGISTER MEDIA	3,574.09
EFT	11/01/2021	6733	Accounts Payable	ELECTRONIC ENGINEERING	18.00
EFT	11/01/2021	6734	Accounts Payable	EMERGENCY APPARATUS MAINTENANCE INC	2,622.93
EFT	11/01/2021	6735	Accounts Payable	GALLS LLC	1,031.09
EFT	11/01/2021	6736	Accounts Payable	HOTSY CLEANING SYSTEMS INC	163.42
EFT	11/01/2021	6737	Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	2,707.10
EFT	11/01/2021	6738	Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT	178.36
EFT	11/01/2021	6739	Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	392.90
EFT	11/01/2021	6740	Accounts Payable	PRAXAIR	688.90
EFT	11/01/2021	6741	Accounts Payable	PROCTOR MECHANICAL CORP	220.52
EFT	11/01/2021	6742	Accounts Payable	ROCKMOUNT RESEARCH ALLOYS INC	2,764.53
EFT	11/01/2021	6743	Accounts Payable	SHERWIN WILLIAMS	77.69
EFT	11/01/2021	6744	Accounts Payable	SIGNARAMA URBANDALE	938.01
EFT	11/01/2021	6745	Accounts Payable	SITONE LANDSCAPE SUPPLY LLC	200.55
EFT	11/01/2021	6746	Accounts Payable	STRAUSS SECURITY SOLUTIONS- SEI	116.21
EFT	11/01/2021	6747	Accounts Payable	TEAM SERVICES	16,511.04
EFT	11/01/2021	6748	Accounts Payable	THOMSON REUTERS-WEST PAYMENT	496.99
EFT	11/01/2021	6749	Accounts Payable	ULINE INC	1,388.13
EFT	11/01/2021	6750	Accounts Payable	VAISALA INC	1,000.00

City of West Des Moines, IA

# City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay

Batch Date: 11/01/2021

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	11/01/2021	6751	Accounts Payable	VERMEER SALES AND SERVICE INC	62.54
EFT	11/01/2021	6752	Accounts Payable	WEST GRAND GOLF INC	360.00
EFT	11/01/2021	6753	Accounts Payable	WRIGHT OUTDOOR SOLUTIONS	333.00
WB CONTROLPAY WB ControlPay Totals:					\$48,960.03
EFTs:					35
					\$48,960.03

# Payment Register

From Payment Date: 10/05/2021 - To Payment Date: 11/14/2021

Number	Date	Payee Name	Transaction Amount
278	10/31/2021	ISOLVED BENEFIT SERVICES- WDM	5,535.82
279	10/31/2021	ISOLVED BENEFIT SERVICES- WDM	6,036.78
7031	10/31/2021	DELTA DENTAL OF IOWA	8,227.85
7032	10/31/2021	DELTA DENTAL OF IOWA	9,992.41
7033	10/31/2021	WELLMARK BLUE CROSS	171,838.78
7034	10/31/2021	WELLMARK BLUE CROSS	122,168.53
200352	10/14/2021	METRO REALTY GROUP INC	40.00
200353	10/14/2021	SUN PRAIRIE APARTMENTS	4,443.23
200354	10/14/2021	WILLOW BEND APARTMENTS I	747.00
200355	10/21/2021	1201 E BELL AVE LLC, TED	780.00
200356	10/21/2021	GINGER LTD	600.00
200357	10/21/2021	METRO REALTY GROUP INC	2,691.67
200358	10/21/2021	WHISPER RIDGE APARTMENTS	500.00
			<hr/>
			333,602.07

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

**ITEM:** Approval of Liquor Licenses

**DATE:** November 1, 2021

**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. Aldi, Inc. d/b/a Aldi, Inc. #40, 6050 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
2. On The Rise Valley West, LLC, d/b/a Blaze Pizza, 1551 Valley West Drive, Suite 225 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
3. Midwest Ventures 7, LLC d/b/a King Smoke Texas Barbeque, 3701 EP True Parkway, Suite 400 - Class BB Beer Permit with Sunday Sales and Outdoor Service - New
4. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - Renewal
5. Target Corporation d/b/a Target Store T-0069, 1800 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
6. Wall to Wall, LLC d/b/a Wall to Wall Wine and Spirits, 375 South Jordan Creek Parkway - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - New

**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 

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

**ITEM:** Approval of Cigarette/Tobacco Licenses

**DATE:** November 1, 2021

**FINANCIAL IMPACT:** None

**BACKGROUND:** Under Title III - Chapter 10, Cigarette Sales, the Council has the authority to issue cigarette permits for establishments located within the city limits of West Des Moines. All cigarette permits expire on June 30 of each year. Applications from the following establishments are on file in the City Clerk's office for review:

1. IA Trade, Inc. d/b/a Green Leaf Tobacco, 1960 Grand Avenue, Suite #5
2. Wall to Wall, LLC d/b/a Hy-Vee Wall to Wall Wine and Spirits, 375 South Jordan Creek Parkway

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

**RECOMMENDATION:** Motion to approve the issuance of cigarette/tobacco permits in the City of West Des Moines.

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

**STAFF REVIEWS**

Department Director	Ryan T. Jacobson, City Clerk
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	

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

**DATE: November 1, 2021**

**ITEM:**

Motion – Approving Change Order #24  
MidAmerican Energy RecPlex – General Construction

**FINANCIAL IMPACT:**

Contract Summary:

<b>Description</b>	<b>Amount</b>	<b>Date Approved</b>	<b>Remarks</b>
Construction Contract	\$16,900,000.00	April 6, 2020	
Change Order #1	\$28,932.51	July 6, 2020	Structural revs & excavation
Change Order #2	\$192,472.51	August 3, 2020	Design modifications
Change Order #3	\$97,803.33	August 17, 2020	Design modifications
Change Order #4	\$340,154.86	September 8, 2020	Design modifications
Change Order #5	\$488,728.46	October 5, 2020	Miscellaneous
Change Order #6	\$232,533.01	October 19, 2020	Miscellaneous
Change Order #7	\$130,151.48	November 2, 2020	Miscellaneous
Change Order #8	\$273,851.35	November 16, 2020	Miscellaneous
Change Order #9	\$118,239.83	December 7, 2020	Miscellaneous
Change Order #10	\$175,795.81	December 21, 2020	Miscellaneous
Change Order #11	\$10,521.00	January 4, 2021	Miscellaneous
Change Order #12	\$143,981.62	February 1, 2021	Miscellaneous
Change Order #13	\$254,274.39	February 15, 2021	Miscellaneous
Change Order #14	\$31,327.71	March 1, 2021	Miscellaneous
Change Order #15	\$12,462.00	March 15, 2021	Miscellaneous
Change Order #16	\$43,959.27	April 5, 2021	Miscellaneous
Change Order #17	\$63,625.53	April 19, 2021	Miscellaneous
Change Order #18	\$20,793.00	May 3, 2021	Miscellaneous
Change Order #19	\$75,891.00	May 17, 2021	Miscellaneous
Change Order #20	\$79,439.82	June 7, 2021	Miscellaneous
Change Order #21	\$18,714.00	June 21, 2021	Miscellaneous
Change Order #22	\$37,069.45	July 6, 2021	Miscellaneous
Change Order #23	\$10,427.00	October 4, 2021	Miscellaneous
Change Order #24	\$213,466.03	Pending	Fire alarm devices
<b>Total</b>	<b>\$19,994,614.97</b>		

Costs for these change order items will be paid from account no. 692.400.700.5250.490 with the ultimate funding proposed from General Obligation Bonds backed by Local Option Sales Taxes.

**BACKGROUND:**

The project consists of the General Construction of the MidAmerican Energy RecPlex including mechanical, electrical, plumbing, and fire protection. The Grand Opening of the MidAmerican Energy RecPlex took place on October 3, 2021 and included a donor recognition and a ribbon cutting ceremony.

Change Order #24 includes additional costs for adding fire alarm devices needed to make the building code compliant as requested by the Fire Marshal. The change order also includes additional costs for revisions to tile in the men's restroom. City Staff recommends approval of Change Order #24.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Change Order #24 for MidAmerican Energy RecPlex – General Construction.

**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	October 25, 2021		
Recommendation	Yes	No	Split



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
MidAmerican Rec Plex BP4  
West Des Moines

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: April 6, 2020

**CHANGE ORDER INFORMATION:**  
Change Order Number: 024  
Date: October 18, 2021

**OWNER:** *(Name and address)*  
City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, Iowa 50265

**ARCHITECT:** *(Name and address)*  
Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

**CONTRACTOR:** *(Name and address)*  
ATO Builders, LLC  
201 South 84th Street, Suite F  
Lincoln, Nebraska 68510

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

RCO-159R - City of West Des Moines - Add Fire Alarm Devices for Code Compliance: \$210,761.00

RCO-193R - City of West Des Moines - Mens F111 Tile Rework: \$2,705.03

Total: \$213,466.03

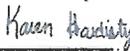
The original Contract Sum was	\$ 16,900,000.00
The net change by previously authorized Change Orders	\$ 2,881,148.94
The Contract Sum prior to this Change Order was	\$ 19,781,148.94
The Contract Sum will be increased by this Change Order in the amount of	\$ 213,466.03
The new Contract Sum including this Change Order will be	\$ 19,994,614.97

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be the same.

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

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

Shive-Hattery, Inc.  
ARCHITECT *(Firm name)*

 Oct 13 2021 10:28 AM  
SIGNATURE

Karen Hardisty, Engineer  
PRINTED NAME AND TITLE

10/13/2021  
DATE

ATO Builders, LLC  
CONTRACTOR *(Firm name)*

  
SIGNATURE

Craig Thurston Director of Construction  
PRINTED NAME AND TITLE

10/13/2021  
DATE

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

Brian Hemesath Digitally signed by Brian Hemesath  
Date: 2021.10.21 07:40:45 -0500  
SIGNATURE

Brian Hemesath, City Engineer  
PRINTED NAME AND TITLE

DATE



204 East 25th Street Suite 3  
 Kearney, NE 68847  
 844-447-3286

**CHANGE ORDER REQUEST (Revised)**

<b>TITLE:</b> Add Additional Fire Alarm Devices to Bring Building into Code Compliance	<b>DATE:</b> 9/9/2021
<b>PROJECT:</b> Mid America Energy Rec Plex	<b>PROJECT #:</b> ATO 19919

<b>TO:</b> City of West Des Moines 4200 Mills Civic Parkway West Des Moines, IA 50265	<b>CONTRACT or PO#</b> BP 4	<b>COST CODE</b> 16.000
	<b>CHANGE ORDER # (RCO)</b> 159R-1	

**AMOUNT OF CHANGE ORDER:** \$210,761.00

**DESCRIPTION:**

*Note: Revised pricing due to discrepancy in material quantities deduct by JCI, Labor deduct by Baker Electric*

**Add Additional Fire Alarm Devices needed to make Building Code Compliant as required by the Fire Marshall**

- 1 Provide and install extra fire alarm devices per JCI quote**
- 2 Provide and install extra ammonia detection devices per JCI discussion with WDM fire inspector**
- 3 Includes all conduit, boxes, and cabling for extra devices (already installed)**
- 4 Lift rental included**

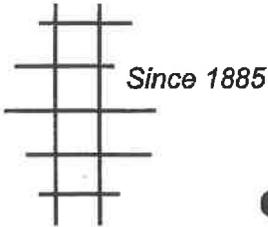
Electrical	\$181,390.00
ATO Labor, Supervision, Admin	\$10,211.00
ATO Builders P/O (10%)	\$19,160.00

**TOTAL** \$210,761.00

**BY:** Craig Thurston Director of Construction  
 ATO Builders, LLC







# des moines marble & mantel co.

1507 OHIO STREET • DES MOINES, IOWA 50314 • 515-244-8327 • FAX 515-244-1584

## Work Order

Contractor: ATO

Date: 5/4/21  
~~4/29/21~~

Project: Mid American

Notes: \_\_\_\_\_

### Description of Work

### Hours

Description of Work	Hours
④ Mens Bathroom - Demo tile walls 12x24	
- Replace tile walls 12x24	
and grout - 12 pc tile walls 12x24	18 HR
<p>           Labor  <math>18 \text{ hrs} @ \\$75^{\circ} = \\$1,350</math>            Material  <math>24 \text{ SF OF TILE @ } \\$5^{\circ} = 120^{\circ}</math>            THRU-SET Grout <math>\\$80^{\circ}</math>              Total <math>\\$1,550^{\circ}</math> </p>	

Contractor's Representative's Signature

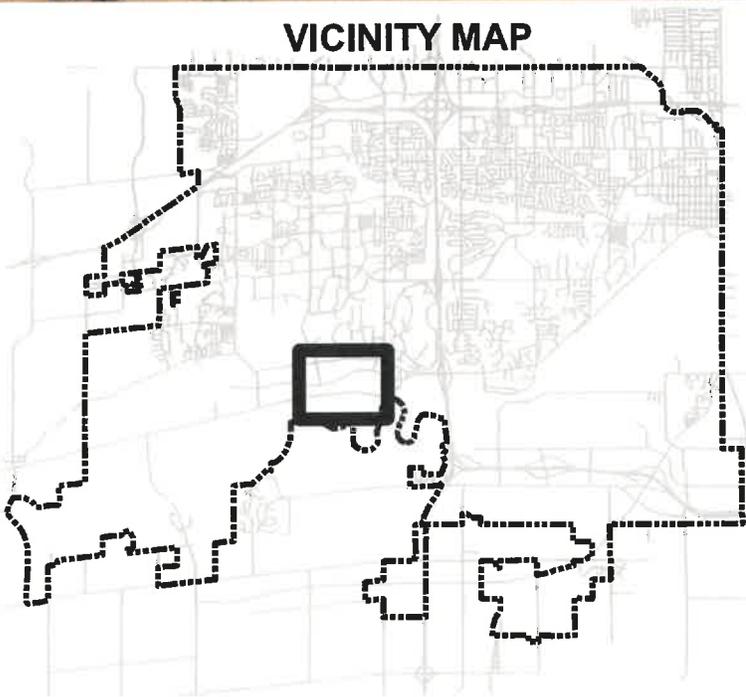
*[Signature]*  
pending approval by P.M.

Des Moines Marble's Representative's Signature

*[Signature]*



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**MidAmerican Energy RecPlex**

LOCATION:

**Exhibit "A"**

DRAWN BY: JPM

DATE: 10/13/2021

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: November 1, 2021

**ITEM:** Approval of the Form of the Construction Staging Lease Agreement for the use of city property for construction staging. AO-005359-2021

**MOTION: Approve as to Form the Construction Staging Lease Agreement**

**Background:** Per a separate action, Development Services Staff has requested an amendment to the noted chapter and section of Title 7 (Public Ways and Property) to give the City, in its sole discretion, the ability to allow the use of public property for construction staging associated with private development. The amendment does require the party interested in utilizing city property for construction staging to enter into a lease agreement with the City to permit the temporary use of the property and define the regulations for the use of the property.

**Staff Review & Comment:**

- **Ordinance Amendment:** The first reading of the ordinance amendment to enable the use of City property for construction staging was approved on October 18, 2021. The second reading for the amendment is scheduled on this same meeting agenda. The third reading and final adoption is anticipated at the November 15, 2021 Council meeting.
- **Key Aspects of Proposed Lease Agreement:** The ordinance amendment gives the City, in its sole discretion, the ability to allow the use of public property for construction staging. The authority to approve will be either by City Council or administratively by Staff depending on the size of the area to be used. This will follow the project area allowance used for a Minor vs. Major Modification planning application, with the maximum allowed size Staff can approve to be 2,000 square feet. In addition, the developer will be required to enter into a lease agreement with the City which will set forth the requirements for safety, maintenance, and restoration of public facilities. The lease will also include provisions regarding insurance, performance bond/security deposit, length of time, penalties, etc. Staff is requesting City Council approve as to form the lease agreement to be used in conjunction with the ordinance amendment.

**Outstanding Issues:** There are no outstanding issues.

**Recommendation:** Approve the Form of the Lease Agreement.

**Lead Staff Member: Linda Schemmel**

**Approval Meeting Dates:**

City Council: First Reading	November 1, 2021
-----------------------------	------------------

**Staff Report Reviews**

City Council	<input checked="" type="checkbox"/> Director	<input type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Agenda Acceptance <i>JS</i>

**Publications**

Published In	N/A
Date Published	N/A

**Subcommittee Review (if applicable)**

Committee	Public Service		
Date Reviewed	July 26, August 9, and October 11, 2021		
Recommendation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Split

## CONSTRUCTION STAGING LEASE AGREEMENT

**THIS LEASE AGREEMENT (“Agreement”)**, made and entered into on Click or tap to enter a date., by and between the City of West Des Moines, Iowa, a municipal corporation, (“City”), and Click or tap here to enter text., an Choose an item., (“Lessee”), located at Click or tap here to enter text. , West Des Moines, Iowa.

**WHEREAS**, City is the titleholder of certain real estate adjoining the property at Click or tap here to enter text., and legally described as follows:

### INSERT LEGAL WITH SQUARE FEET LISTED

(“Leased Premises”), and shown on Exhibit "A" attached hereto;

and

**WHEREAS**, the exclusive use of the Leased Premises is not presently required by the City for municipal purposes; and

**WHEREAS**, Lessee wishes to lease the Leased Premises to use for construction staging as shown on Exhibit “B” for the development project located at Click or tap here to enter text. (“Development Project”) as set forth in this Agreement; and

**WHEREAS**, the lease of the Leased Premises for the purposes described herein will not adversely affect the use of adjoining City property.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the City and Lessee agree as follows:

- 1. TERM OF LEASE.** Lessee shall lease the Leased Premises for an initial term of six (6) months. Use of the Leased Premises shall be allowed from Click or tap to enter a date. until Click or tap to enter a date. (“Lease Term”). An extension of the Lease Term may be approved based on reasonable need or delay in the completion of the Development Project.
- 2. APPROVAL OF THE CITY.** This Agreement shall not be binding until it has received the final approval and acceptance by the City of West Des Moines, Iowa, which approval and acceptance shall be noted on this Agreement either by City staff or by the City Clerk.
- 3. USE OF LEASED PREMISES.** Lessee has inspected the Leased Premises and leases same “as is.” Lessee agrees to use the Leased Premises for purposes of parking, storing, placing construction vehicles, equipment, materials, and related items only during the Period of Use Term. The City may, in its sole discretion, prohibit certain construction equipment, vehicle types, fuel tanks, or any item that is likely to cause significant damage to the Leased Premises. Lessee shall not store any hazardous material on the Leased Premises. Lessee shall use flaggers and spotters when moving any large equipment or vehicle(s) to ensure the safety of any vehicle(s) and passengers nearby. Lessee shall

remove any and all items at the end of the Lease Term, unless otherwise allowed by the City to remain. Lessee shall maintain insurance coverages, limits and endorsements set forth in Exhibit D. Lessee agrees to comply at all times during the term of this Agreement, and at Lessee's own cost and expense, with all ordinances and regulations of the City of West Des Moines, Iowa, and all county, state and federal laws and regulations. Lessee shall not allow any nuisances or illegal activity to be conducted, operated, or to occur on the Leased Premises.

4. **CONSIDERATION.** Lessee shall pay to City a one-time lease payment of \_\_\_\_\_ Dollars (\$Click or tap here to enter text.), which sum shall be paid by Lessee prior to the City's execution of this Agreement. Any extension of the Lease Term may require additional consideration to be paid to the City. Said payment shall be delivered in person or mailed to the following address: City of West Des Moines, Finance Department, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265. Past due amounts, if any, must be paid in full prior to the execution of this Agreement.

5. **DEPOSIT.** In addition to the consideration set forth in Section 4 herein, Lessee shall pay a security deposit ("Deposit") to City in the sum of Five Hundred Dollars (\$500.00) for the performance and observance by Lessee of the terms of this Agreement, which Deposit is due and payable at the time of execution by Lessee of this Agreement. In addition to the Deposit, Lessee shall also provide a performance bond or other appropriate security acceptable to the City ("Security") in an amount identified in Exhibit "C". In the event that Lessee fails to restore the Leased Premises to a condition substantially similar to its condition at the beginning of the lease term per Paragraph 10 below, said Deposit shall be forfeited and used by City to cover the estimated costs of restoring the Leased Premises. If the Deposit does not cover the costs of restoring the Leased Premises, then the City may collect on the Security. Photographs will be taken prior to the start of the Lease Term, provided to the City, and compared to the condition of the Leased Premises at the end of the Lease Term to assist in determining whether the Lease Premises has sustained any damage.

6. **ADDITIONAL CONSIDERATION.** In addition to payment of the consideration as described above, Lessee agrees to provide the following as additional consideration throughout the entire Lease Term of this Agreement:

- A. Regularly cut or mow any grass growing on the Leased Premises;
- B. Cut and remove any weeds growing on the Leased Premises;
- C. Keep the premises free from nuisances and debris;
- D. Maintain the premises in a clean, safe and orderly condition; and
- E. Remove snow and ice promptly from any public sidewalk abutting the Leased Premises. Snow and ice must be completely removed within twenty-four (24) hours from the end of a snow event.

7. **COVENANT OF QUIET ENJOYMENT.** Lessee shall at all times during the term of this Agreement and during any extension thereof peaceably and quietly enjoy the Leased Premises without any unreasonable disturbance from City, its agents or employees. However, City and franchised utilities, and their officers, employees and agents may order the immediate removal of all improvements and personal property from the Leased Premises and temporarily take possession and occupy the Leased Premises when and to

the extent reasonably necessary for the maintenance, repair or replacement of any public utilities located under, over, through or within the Leased Premises. Upon completion of any such maintenance, repair or replacement activities, the City or franchised utility shall promptly restore the improvements and surface of the Leased Premises to substantially the same condition it was in prior to such activities. During such temporary possession, the City shall not be responsible for damages resulting from business interruption.

8. **SECURITY.** The Lessee agrees that it will provide any and all security measures necessary at the Leased Premises. The Lessee agrees that the City shall not be responsible, or be in any way liable, for any damages sustained as a result of the Lessee's use of the Leased Premises.
9. **FORCE MAJEURE.** No party shall be responsible for events that are unforeseeable and/or beyond its reasonable control, such as Acts of God, weather delays, governmental restrictions or unforeseen commercial delays.
10. **TERMINATION OF LEASE.** This Agreement shall remain in effect for the term herein provided unless otherwise terminated by either party under the terms of this Agreement. If Lessee shall fail to meet any of the terms included in this Agreement, as determined by City, expand use of city-owned property beyond that approved in this Agreement, or assigns this Agreement or sublets the Leased Premises or any part thereof without the written consent of the City, then the City shall give ten (10) business days' written notice to Lessee of its intent to terminate and may give the Lessee an opportunity to remedy the reason for the termination. In addition, either party may terminate this Agreement prior to the end of the Lease Term without cause upon thirty (30) days' written notice to the other party in the manner provided below for notice to said party. The City shall have the right to immediately terminate this Agreement if the use of the Leased Premises results in criminal activity, property damage, or other similar significant negative impact to the Leased Premises or surrounding area. In the event of termination by either party prior to the end of the Lease Term, Lessee shall be entitled only to a proration of any prepaid consideration. However, in no event shall the City be responsible for payment of lost business profits or reimbursement for any other costs. Upon termination of this Agreement, any and all items shall either be removed by Lessee, shall be removed by the City at the Lessee's expense, or shall become the property of City, as decided by City in its sole discretion. If damage is caused to the Leased Premises as a result of this Agreement, Lessee shall be responsible for the cost of any damage.
11. **TAXES.** All real estate taxes levied or assessed by lawful authority by reason of the fact of this Agreement and of the Lessee's use of the Leased Premises shall be timely paid by Lessee. The Lessee further agrees to pay all tax assessments or other public charges levied or assessed by lawful authority (but reasonably reserving Lessee's right of appeal) against personal property on the premises.
12. **POSSESSION AND CONDITION AT END OF TERM.** At the expiration of the Lease Term of this Agreement and/or upon termination of the Agreement, Lessee will deliver possession of the Leased Premises to City. Prior to the time of such delivery, Lessee will

restore the Leased Premises to a condition substantially similar to its condition at the beginning of the lease term and shall remove all items placed upon the Leased Premises. If Lessee has not removed all items PRIOR to termination of this Agreement, said items shall be considered abandoned and may be removed and disposed of at the discretion of the City, without any compensation or liability incurred on the part of the City. Lessee shall be responsible for any costs incurred by the City due to the removal and disposal of any items left on the Leased Premises. In addition, there will be a penalty in the amount of \$750.00 per day for each day any item remains on the Leased Premises past the Lease Term. In the event the Lessee has not removed all items from the Leased Premises, the City shall have the ability to withhold any Occupancy Permit for the Development Project.

**13. NO ASSIGNMENT OR SUBLETTING.** Lessee shall not sell, assign, sublet or relinquish the Leased Premises without prior written approval of City. Any and all approved subsequent purchasers, assignees or sublessees shall be bound and obligated by the terms of this Agreement.

**14. ACCESS AND EASEMENTS.** During the term of this Agreement, the Lessee shall not interfere with or in any way prohibit the City or its authorized agents from use of the Leased Premises. The City and its authorized agents shall have the right to reasonably enter upon and inspect the Leased Premises. This Agreement is subject to any and all easements for existing utilities, restrictions and covenants of record on the Leased Premises.

**15. GOVERNING LAW, ATTORNEY FEES AND COURT COSTS.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa and any judicial action under the terms of this Agreement and shall be exclusively within the jurisdiction of the district court for \_\_\_\_\_ County, Iowa. Lessee agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the terms of this Agreement by City.

**16. CHANGES IN LEASE TERMS.** No act of either party, or both parties, shall be construed as an extension of this Agreement, or any change in the terms and provisions, unless accepted and approved by West Des Moines City Council.

**17. INDEMNIFICATION AND INSURANCE.** Lessee shall defend, indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Lessee arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement. Lessee shall obtain and maintain in continuous effect during the term of this Agreement and while any of its obligations remain unsatisfied, the insurance coverages, limits and endorsements set forth in Exhibit "D". The City reserves the right to require and enforce future revisions to the insurance requirements in Exhibit "D", and Lessee agrees to abide by such future revisions upon notice thereof. Lessee shall require that any of its agents or sublessees who perform work and/or services pursuant to this Agreement meet the same insurance requirements as are required of Lessee. A Certificate of Insurance citing such coverages, limits and endorsements shall be provided to City on

an annual basis.

**18. NOTICES.** Notices to City pursuant to this Agreement shall be sent to City of West Des Moines, Attn: City Clerk, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265. Notices to the Lessee under this Agreement shall be sent to [Click or tap here to enter text.](#)

**19. RESERVATION OF RIGHTS.** Any and all rights and privileges not granted to Lessee by this Agreement are reserved for and to City.

**20. ADDITIONAL PROVISIONS.**

- (1) Mechanics' Lien(s). Neither the Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanics' lien or other lien of any kind upon any improvements made within the Leased Premises, and Lessee shall give prior actual notice of this restriction to any and all contractors and/or subcontractors who may furnish or agree to furnish any material, service or labor for the Leased Premises.
- (2) Priority. Lessee understands and agrees that this Agreement gives Lessee no priority or right of claim upon the Leased Premises in the event that the Leased Premises is offered for sale by the City.
- (3) Utilities. Lessee shall furnish and pay, at its sole expense, all charges and connection costs relating to all water, sewer, gas, heating, air conditioning, electricity, steam, telephone or television, and any other utilities of every kind and nature as required for the intended purpose of this Agreement. City shall not be responsible for furnishing such utilities in connection with the Leased Premises unless otherwise specifically designated in this Agreement and shall not be liable for any interruption of such utilities. Lessee shall further be responsible for payment of any utility bills that accrue during Lessee's use of the Leased Premises prior to termination of this Agreement that are billed following such termination.
- (4) Limitation of Liability. The City shall not be liable for claims, losses, costs, expenses, or damages of any nature whatsoever to the Leased Premises unless attributable to the willful misconduct of the City, its elected officials, agents, employees, officers, contractors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the day and year first above written.

**LESSEE**

By: \_\_\_\_\_  
Name, Position  
Company Name

STATE OF IOWA            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **INSERT NAME(S)**, as \_\_\_\_\_ of \_\_\_\_\_ on behalf of whom the record is executed.

**CITY OF WEST DES MOINES, IOWA [or change to signature of City staff if will be administratively approved]**

By: \_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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

STATE OF IOWA    )  
  ) ss:  
COUNTY OF POLK )

On this \_\_\_ day of \_\_\_\_\_, 2021, 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 the Roll Call No. \_\_\_\_\_, passed on the \_\_\_ day of \_\_\_\_\_, 2021, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Exhibit "A"**

[Insert legal description of City-owned property]

**Exhibit “B”**

[Insert drawing of construction staging items]

**Exhibit “C”**

[Insert description of required Security]

**Exhibit “D”**

**Insurance Requirements**

The Lessee shall obtain and maintain through the Period of Use Term of this Agreement, or unless otherwise required by the City pursuant to Section 3, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the agreement, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Agreement shall in no-way limit the Lessee’s actual liability.

(1) Commercial General Liability:

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The City shall be named as additional insured on a primary and non-contributing basis for on-going and completed operations, waiver of subrogation and provide 30 days’ notice of cancellation to the City.

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

(2) Business Automobile Liability Insurance:

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City shall be added as an additional insured on a primary and non-contributing basis, waiver of subrogation and provide 30 days’ notice of cancellation to the City.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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(3) Workers Compensation and Employers Liability:

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

Part 1- Workers Compensation Benefits	Statutory
---------------------------------------	-----------

(4) Employers Liability:

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

(5) Umbrella Liability:

Maintain umbrella liability insurance in excess of the general liability, automobile liability and employer's liability (if applicable) insurance described above which is at least as broad as all underlying policies including but not limited to additional insured applying on a primary and non-contributing basis, waiver of subrogation and 30 days' notice of cancellation to the City.

Each Occurrence Limit	City to Determine
Aggregate Limit	City to Determine

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

**ITEM:**

**DATE:** November 1, 2021

Resolution approving a 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

**FINANCIAL IMPACT:**

There will be limited positive financial impact to the City of West Des Moines when the City performs tobacco compliance checks in West Des Moines on behalf of the State of Iowa.

**BACKGROUND:**

Pursuant to state law and an intergovernmental agreement with the Iowa Department of Public Health, the Iowa Alcoholic Beverages Division (Iowa ABD) possess the authority and provides for the enforcement of the State of Iowa's tobacco laws. For a number of years, the Iowa ABD has delegated the responsibility to perform tobacco sale to minor compliance checks of local businesses to the City of West Des Moines and its Police Department. In return, the City receives a flat fee of \$75.00 from the State of Iowa for each reported tobacco compliance check.

The Iowa ABD prepared a 28E Agreement for the local authorities to sign for purposes of these tobacco enforcement efforts to formally establish each party's respective obligations. This 28E Agreement is a renewal of the same agreement reviewed by the West Des Moines City Attorney's Office and approved by the City Council on October 19, 2020.

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

**RECOMMENDATION:**

Approve the 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines for the purposes of providing and funding local tobacco enforcement activities.

**Lead Staff Member:** Chris Scott, Chief of Police

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE IOWA  
ALCOHOLIC BEVERAGES DIVISION AND THE CITY OF WEST DES MOINES FOR  
THE PURPOSES OF PROVIDING AND FUNDING LOCAL TOBACCO  
ENFORCEMENT ACTIVITIES**

**WHEREAS**, the provision of tobacco enforcement efforts within the City of West Des Moines promotes the health and well-being of West Des Moines citizens and visitors; and

**WHEREAS**, the State of Iowa, through the Iowa Alcoholic Beverages Division, has offered to reimburse the City of West Des Moines and the City's Police Department for performing tobacco sale to minor compliance checks of local businesses; and

**WHEREAS**, the Iowa Alcoholic Beverages Division and the City of West Des Moines have negotiated an agreement under Iowa Code Chapter 28E to provide and fund local tobacco enforcement activities.

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

1. The 28E Agreement between the Iowa Alcoholic Beverages Division and the City of West Des Moines is hereby approved.
2. The Police Chief is authorized to sign the signature page to be attached to the 28E Agreement on behalf of the City of West Des Moines.
3. The Police Department is directed to forward the signed signature page to Karen Freund, Deputy Administrator of Regulatory Affairs, Iowa Alcoholic Beverages Division, 1918 SE Hulsizer Road, Ankeny, Iowa 50021, with the executed signature page to be attached to the 28E Agreement, which the Iowa Alcoholic Beverages Division will then electronically file with the Secretary of State of Iowa.

**PASSED AND APPROVED** this 1st day of November, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson  
City Clerk

RECEIVED

SEP 27 2021

REGULATION

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

THIS AGREEMENT is made and entered into on this 24<sup>th</sup> day of September, 2021 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the West Des Moines Police Department (The "Department"). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

West Des Moines Police Department  
250 George Mills Civic Parkway, West Des Moines, Iowa 50265

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2022, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2021.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2022**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2021 business year, but not before October 1, 2021. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2021 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2022**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2022**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

**5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

**5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

**5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

**5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

**5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

**5.2 Responsibilities of the ABD.**

**5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

**5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.

**5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the

authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

**5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

**6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

**6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2021** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

**6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:

**6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

**6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

**10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

**10.4 Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

#### **SECTION 11. INDEMNIFICATION.**

**11.1 By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

#### **SECTION 12. CONTACT PERSON.**

**12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

### SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: Ekman@IowaABD.com

If to Department: Chief Chris Scott  
West Des Moines Police Department  
250 George Mills Civic Parkway  
West Des Moines, Iowa 50265  
Email: chris.scott@wdm.iowa.gov

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

**13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

**13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

  
\_\_\_\_\_  
Joshua Happe  
Regulatory Compliance Bureau Chief

10/14/21  
\_\_\_\_\_  
Date

By Law Enforcement Agency

  
\_\_\_\_\_  
Department Official

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Witness

  
\_\_\_\_\_  
Date

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

**ITEM:** Approving Interfund Transfers

**DATE:** November 1, 2021

**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, Local Option Sales Tax and Enterprise Funds.

The City of West Des Moines did adopt transfer amounts in the FY 20-21 Budget and Exhibit A represents transfers to be authorized as of June 30, 2021.

**RECOMMENDATION:** Approval of Resolution Authorizing Transfer of Funds.

**Lead Staff Member:** Lesley Montgomery, Accounting Manager *LM*

**STAFF REVIEWS**

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

**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 2020-2021 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 1<sup>st</sup> day of November, 2021.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan T. Jacobson, City Clerk

## EXHIBIT A

	<b>From</b>	<b>Fund #</b>	<b>To</b>	<b>Fund #</b>	<b>Amount</b>	<b>Purpose</b>
1	General	100	IA EMS Alliance	130	\$857,540.21	Charge General Fund for WDM share of expenses (FY21)
2	General	100	IA EMS Alliance	130	\$303,410.72	Reimburse for indirect cost allocation (City of WDM administrative expenses associated with EMS alliance (FY21)
3	General	100	IA EMS Alliance	130	\$68,280.00	Reimburse for indirect cost allocation (City of WDM administrative expenses associated with EMS alliance (FY20)
4	General	100	IA EMS Alliance	130	\$66,960.00	Reimburse for indirect cost allocation (City of WDM administrative expenses associated with EMS alliance (FY19)
5	General	100	IA EMS Alliance	130	\$66,000.00	Reimburse for indirect cost allocation (City of WDM administrative expenses associated with EMS alliance (FY18)

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

**ITEM:** Approval of Reimbursement – Ginger East Capital Project Funds      **DATE:** November 1, 2021

**FINANCIAL IMPACT:** No Direct Impact

**BACKGROUND:** U.S. Treasury Regulations require a governmental entity to declare, in advance, intent to reimburse accounts where expenditures have been made for capital projects. Reimbursement to those accounts will then be made from future debt issued by the governmental entity. The attached Resolution has been prepared to comply with the regulations.

In this instance, the City’s General Fund will loan and ultimately be reimbursed for funds advanced to the Alluvion TIF Fund in order to cover the costs of projects either directly related to the Microsoft Ginger East Development Agreement or an access road associated with the construction of a new water tower near the Ginger East Facility being constructed by WDM Water Works.

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

**RECOMMENDATION:** Approval of Resolution declaring intent, under Treasury Regulations, to issue debt for reimbursement of expenditures for specific capital projects.

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

**STAFF REVIEWS**

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER  
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO  
REIMBURSE THE CITY FOR CERTAIN ORIGINAL  
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED  
PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;  
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
Reconstruct County Line Rd – Veterans Pkwy to Soteria	General Fund	\$7,500,000	\$7,500,000	2023
Construct County Line Rd – Orilla Rd to Veterans Parkway	General Fund	\$2,500,000	\$ 500,000	2023
Reconstruct Adams St – West of Orilla Rd	General Fund	\$1,500,000	\$ 300,000	2023
Throttling Valve	General Fund	\$ 750,000	\$ 750,000	2022

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 1<sup>st</sup> day of November 2021.

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Steven K. Gaer, Mayor

ATTEST:

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Ryan Jacobson, City Clerk

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

**DATE: November 1, 2021**

**ITEM:**

Resolution - Application for Iowa Clean Air Attainment Program (ICAAP) Funds  
Traffic system vehicle detector improvements at 25 intersections in West Des Moines.

**FINANCIAL IMPACT:**

The estimated cost for the project is \$600,000.00. This application would be for 80% of the project cost, or \$480,000.00 of ICAAP funds for this improvement. When successful, the ICAAP funds would be available July 2022.

**BACKGROUND:**

The Iowa DOT administers the ICAAP on a statewide competitive application basis and awards federal funds to those proposals with the highest potential for reducing transportation related air pollution and congestion.

The project is for the purchase and installation of state of the art, single point video detection units at 25 intersections in West Des Moines. The detectors would be installed at intersections that currently use in-pavement detector loops for vehicle detection. The intersections are shown on the attached map.

**RECOMMENDATION:**

City Council Adopt:

- Resolution authorizing application for ICAAP funds for the purchase of state of the art, single point video detection units for 25 signalized intersections on various corridors in West Des Moines.

**Lead Staff Member: Brian Hemesath, PE**

**STAFF REVIEWS**

Department Director	Brian Hemesath, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	October 25, 2021		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING GRANT APPLICATION  
FOR IOWA CLEAN AIR ATTAINMENT PROGRAM (ICAAP) FUNDS**

**WHEREAS**, the City Council of the City of West Des Moines strongly promotes the reduction of traffic congestion and the protection of our environment,

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, authorization is given to apply for Iowa Clean Air Attainment Program (ICAAP) Funds for the purchase of state of the art, single point video detection units for 25 existing signalized intersections located on in the City of West Des Moines.

**BE IT FURTHER RESOLVED**, that if the projects are funded, the City of West Des Moines will commit the necessary local matching funding for project implementation and adequately maintain the completed project for its intended public use following project completion.

**PASSED AND APPROVED** this 1st day of November 2021.

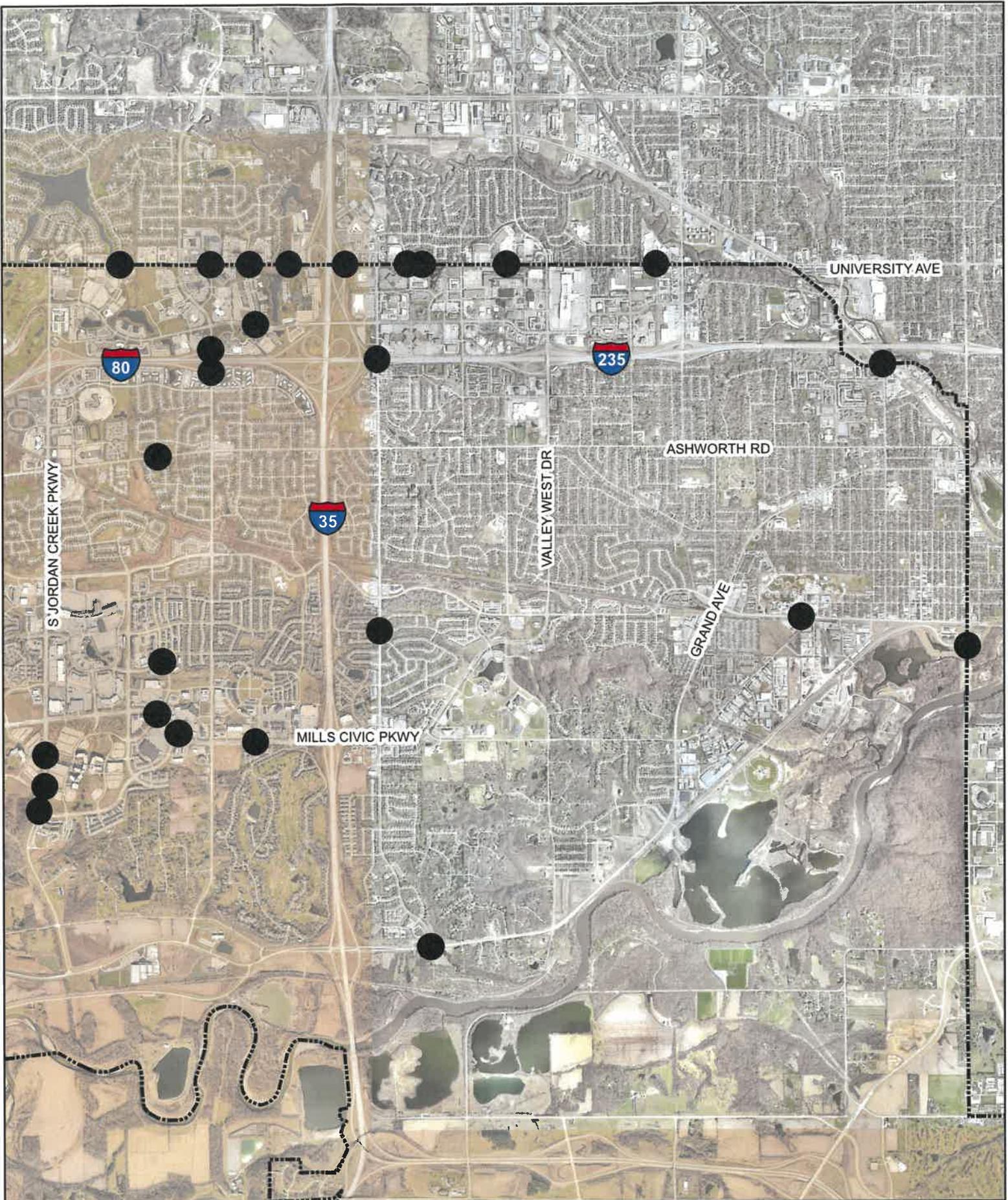
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Steven K. Gaer, Mayor

ATTEST:

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Ryan Jacobson  
City Clerk



# FFY 2023 Traffic ICAAP Funding



Intersection



Corporate Limit

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

**DATE: November 1, 2021**

**ITEM:**

Resolution - Ordering Construction  
Grand Avenue - South 88th Street to South Grand Prairie Parkway

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for Grand Avenue - South 88th Street to South Grand Prairie Parkway is \$16,758,972.95. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Grand Prairie Parkway Urban Renewal Area TIF. Microsoft will reimburse the City of West Des Moines for construction of sidewalk along Grand Avenue and South 88th Street adjacent to their data center (Mountain) at 8855 Grand Avenue.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 1, 2021 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, December 6, 2021. The contract would be awarded on Monday, December 6, 2021 and work will begin shortly thereafter.

This project includes construction of Grand Avenue from just west of South 88th Street to South Grand Prairie Parkway as part of the proposed Ginger West development. Grand Avenue (major arterial) will ultimately be a six-lane divided urban roadway, but only three lanes will be constructed as part of the initial construction. Construction of a 209'x42' pretensioned prestressed concrete beam bridge over Sugar Creek will also be included with the project. The project will include grading, storm sewer, watermain, fiber communications conduit, paving, multi-use trail, sidewalk, and other miscellaneous work. Johnson Creek Conveyance Improvements from Booneville Road to Grand Avenue and Sugar Creek Conveyance Improvements from Grand Avenue to Raccoon River Drive are also included with the project to provide the necessary soil borrow necessary to construct Grand Avenue. An interim completion date of October 1, 2022 has been established for the construction of the fiber communications conduit to meet Microsoft deadlines. The remainder of the project is anticipated to be completed by June 30, 2023.

**OUTSTANDING ISSUES:**

None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Grand Avenue - South 88th Street to South Grand Prairie Parkway.
- Fixing 2:00 p.m. on Wednesday, December 1, 2021 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	October 25, 2021		
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:

**Grand Avenue - South 88th Street to South Grand Prairie Parkway  
Project No. 0510-009-2021**

is hereby ordered to be constructed according to the Plans and Specifications prepared by McClure Engineering Company of Clive, Iowa and now on file in the office of the City Clerk.

**BE IT FURTHER RESOLVED,** that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of the City Clerk for public inspection.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, December 6, 2021, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, December 1, 2021.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, December 1, 2021 and the results of said bids shall be considered at a meeting of this Council on Monday, December 6, 2021 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this **1st** day of **November, 2021.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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



**Grand Avenue - South 88th Street to South Grand Prairie Parkway**  
**City Proj. No. 0510-009-2021**  
**Preliminary Opinion of Probable Cost**  
**West Des Moines, Iowa**  
**October 25, 2021**

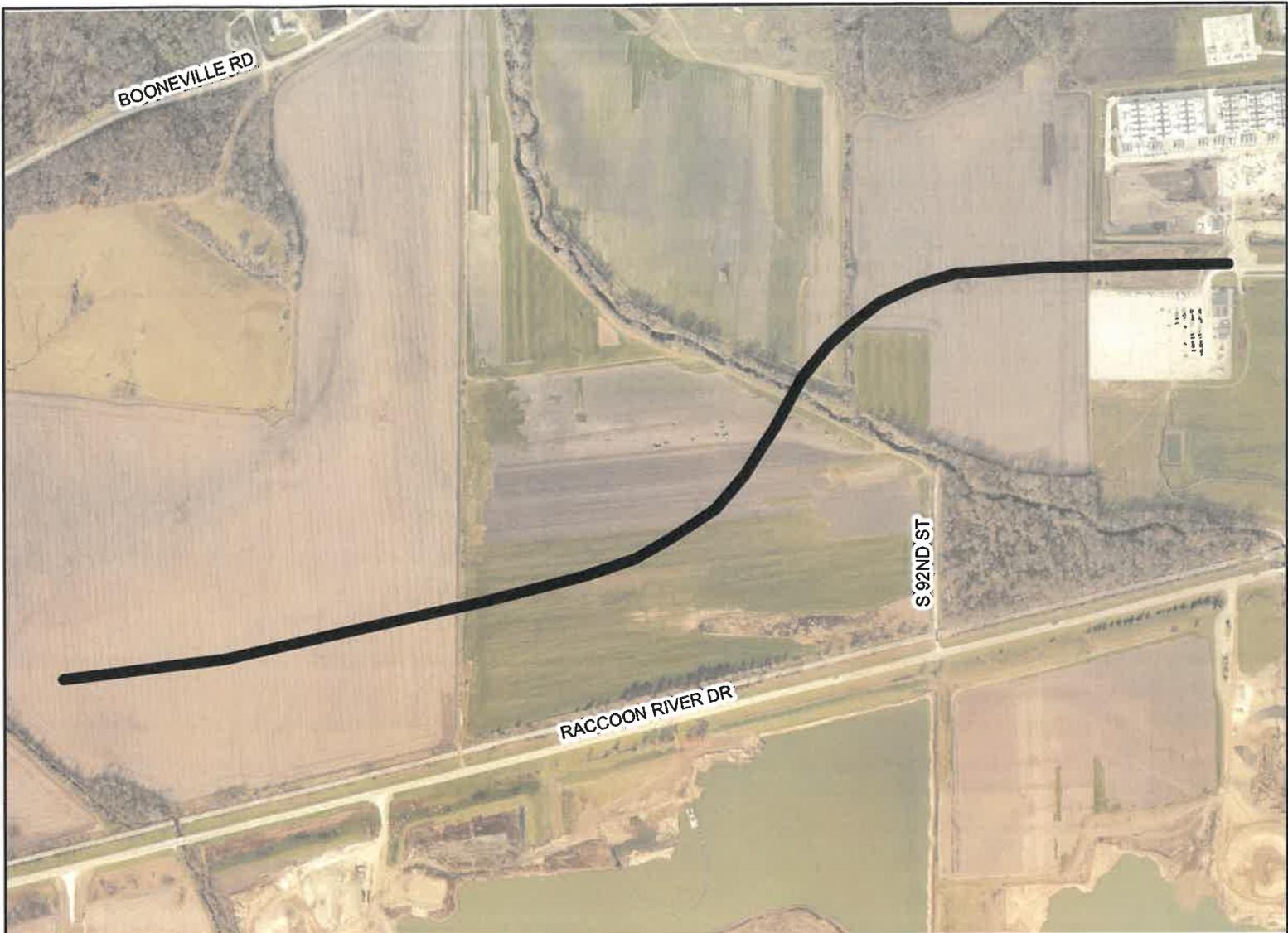


Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total Cost
<b>SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE</b>						
2.01	2010-B	CLEARING AND GRUBBING	AC	\$ 5,000.00	22.5	\$ 112,500.00
2.02	2010-D-1	TOPSOIL, ON-SITE	CY	\$ 5.00	88060	\$ 440,300.00
2.03	2010-E	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	\$ 8.00	209092	\$ 1,672,736.00
2.04	2010-E	EXCAVATION, CLASS 10 WASTE	CY	\$ 40.00	240	\$ 9,600.00
2.05	2010-F	BELOW GRADE EXCAVATION (CORE OUT)	CY	\$ 20.00	1000	\$ 20,000.00
2.06	2010-G	SUBGRADE PREPARATION, 12 INCH DEPTH	SY	\$ 3.50	34653	\$ 121,285.50
2.07	2010-H	SUBGRADE TREATMENT, CEMENT	SY	\$ 7.50	34653	\$ 259,897.50
2.08	2010-J-2-c	REMOVAL OF KNOWN PIPE CULVERT, RCP, 48 IN. DIA.	LF	\$ 50.00	48	\$ 2,400.00
2.09	2010-J-3-a	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 8 IN DIA	LF	\$ 50.00	30	\$ 1,500.00
<b>SECTION 3010 - TRENCH EXCAVATION AND BACKFILL</b>						
3.01	3010-B	ROCK EXCAVATION	CY	\$ 25.00	100	\$ 2,500.00
3.02	3010-C	TRENCH FOUNDATION	TON	\$ 50.00	500	\$ 25,000.00
3.03	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	\$ 25.00	500	\$ 12,500.00
3.04	3010-999-A	STORM SEWER ROCK CHIMNEY	EA	\$ 3,000.00	9	\$ 27,000.00
<b>SECTION 4020 - STORM SEWERS</b>						
4.01	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 IN DIA, 2000D	LF	\$ 75.00	2132	\$ 159,900.00
4.02	4020-A-1	STORM SEWER, TRENCHED, RCP, 18 IN DIA, 2000D	LF	\$ 90.00	743	\$ 66,870.00
4.03	4020-A-1	STORM SEWER, TRENCHED, RCP, 24 IN DIA, 2000D	LF	\$ 100.00	1620	\$ 162,000.00
4.04	4020-A-1	STORM SEWER, TRENCHED, RCP, 30 IN DIA, 2000D	LF	\$ 120.00	821	\$ 98,520.00
4.05	4020-A-1	STORM SEWER, TRENCHED, RCP, 36 IN DIA, 2000D	LF	\$ 150.00	1494	\$ 224,100.00
4.06	4020-A-1	STORM SEWER, TRENCHED, RCP, 42 IN DIA, 2000D	LF	\$ 180.00	888	\$ 159,840.00
4.07	4020-A-1	STORM SEWER, TRENCHED, RCP, 48 IN DIA, 2000D	LF	\$ 210.00	234	\$ 49,140.00
4.08	4020-A-1	STORM SEWER, TRENCHED, RCP, 48 IN DIA, 3000D	LF	\$ 220.00	776	\$ 170,720.00
4.09	4020-A-1	STORM SEWER, TRENCHED, RCAP, 36 IN x 59 IN, 2000D	LF	\$ 260.00	186	\$ 48,360.00
4.10	4020-A-1	STORM SEWER, TRENCHED, RCAP, 36 IN x 59 IN, 3000D	LF	\$ 280.00	237	\$ 66,360.00
4.11	4020-A-1	STORM SEWER, TRENCHED, RCAP, 45 IN x 73 IN, 2000D	LF	\$ 350.00	424	\$ 148,400.00
<b>SECTION 4030 - PIPE CULVERTS</b>						
4.12	4030-B	PIPE APRON, RCP, 15 IN DIA	EA	\$ 2,000.00	2	\$ 4,000.00
4.13	4030-B	PIPE APRON, RCP, 18 IN DIA	EA	\$ 2,500.00	2	\$ 5,000.00
4.14	4030-B	PIPE APRON, RCP, 30 IN DIA	EA	\$ 3,000.00	2	\$ 6,000.00
4.15	4030-B	PIPE APRON, RCAP, 36 IN x 59 IN	EA	\$ 4,000.00	2	\$ 8,000.00
4.16	4030-B	PIPE APRON, RCAP, 45 IN x 73 IN	EA	\$ 4,500.00	4	\$ 18,000.00
4.17	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 15 IN DIA	EA	\$ 500.00	2	\$ 1,000.00
4.18	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 18 IN DIA	EA	\$ 500.00	2	\$ 1,000.00
4.19	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 IN DIA	EA	\$ 750.00	2	\$ 1,500.00
4.20	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCAP, 36 IN x 59 IN	EA	\$ 1,500.00	2	\$ 3,000.00
4.21	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCAP, 45 IN x 73 IN	EA	\$ 1,500.00	4	\$ 6,000.00
4.22	4030-D	PIPE APRON GUARD	EA	\$ 1,000.00	12	\$ 12,000.00
<b>SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS</b>						
4.23	4040-A	SUBDRAIN, CASE A, TYPE 1, 6 IN DIA	LF	\$ 20.00	888	\$ 17,760.00
4.24	4040-A	SUBDRAIN, CASE D, TYPE 2, 6 IN DIA	LF	\$ 15.00	6279	\$ 94,185.00
4.25	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN DIA	EA	\$ 750.00	5	\$ 3,750.00
4.26	4040-D	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN DIA, OUTLET TO STRUCTURE	EA	\$ 500.00	5	\$ 2,500.00
4.27	4040-D	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN DIA, OUTLET TO DITCH	EA	\$ 1,000.00	2	\$ 2,000.00
4.28	4040-999-A	FIELD TILE REPAIR AND FITTINGS, PVC, 10 IN DIA	LF	\$ 30.00	344	\$ 10,320.00
4.29	4040-999-B	FIELD TILE REPAIR AND FITTINGS, PVC, 15 IN DIA	LF	\$ 40.00	493	\$ 19,720.00
4.30	4040-999-B	FIELD TILE REPAIR AND FITTINGS, PVC, UNSPECIFIED DIA	LF	\$ 25.00	1000	\$ 25,000.00
<b>SECTION 5010 - PIPE AND FITTINGS</b>						
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC C900, 8 IN DIA	LF	\$ 150.00	30	\$ 4,500.00
5.02	5010-A-1	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA	LF	\$ 125.00	5941	\$ 742,625.00
5.03	5010-A-1	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA, RESTRAINED JOINT	LF	\$ 150.00	401	\$ 60,150.00
5.04	5010-A-1	WATER MAIN, TRENCHED, DIP, 16 IN DIA, RESTRAINED JOINT	LF	\$ 250.00	480	\$ 120,000.00
5.05	5010-A-2	WATER MAIN, TRENCHLESS, DIP, 16 IN DIA, RESTRAINED JOINT	LF	\$ 500.00	160	\$ 80,000.00
5.06	5010-C-2	FITTING, MECHANICAL JOINT, 8 IN DIA	LB	\$ 10.00	250	\$ 2,500.00
5.07	5010-C-2	FITTING, MECHANICAL JOINT, 16 IN DIA	LB	\$ 10.00	2803	\$ 28,030.00
<b>SECTION 5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES</b>						
5.08	5020-A	VALVE, GATE, 16 IN DIA	EA	\$ 10,000.00	13	\$ 130,000.00
5.09	5020-C	FIRE HYDRANT ASSEMBLY	EA	\$ 7,500.00	24	\$ 180,000.00
5.10	5020-F	VALVE BOX EXTENSION	EA	\$ 1,500.00	2	\$ 3,000.00
5.11	5020-H	FIRE HYDRANT RELOCATION	EA	\$ 2,500.00	1	\$ 2,500.00
5.12	5020-J	VALVE REMOVAL	EA	\$ 1,000.00	2	\$ 2,000.00
<b>SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS</b>						
6.01	6010-A	MANHOLE TYPE SW-401, 72 IN DIA	EA	\$ 8,000.00	1	\$ 8,000.00
6.02	6010-A	MANHOLE TYPE SW-402, 48 IN x 84 IN	EA	\$ 10,000.00	1	\$ 10,000.00
6.03	6010-A	MANHOLE TYPE SW-402, 64 IN x 96 IN	EA	\$ 14,000.00	1	\$ 14,000.00
6.04	6010-A	MANHOLE TYPE SW-402, 60 IN x 108 IN	EA	\$ 15,000.00	2	\$ 30,000.00
6.05	6010-B	INTAKE TYPE SW-505	EA	\$ 5,000.00	26	\$ 130,000.00
6.06	6010-B	INTAKE TYPE SW-506	EA	\$ 10,000.00	14	\$ 140,000.00
6.07	6010-B	INTAKE TYPE SW-506, MODIFIED	EA	\$ 12,500.00	2	\$ 25,000.00
6.08	6010-B	INTAKE TYPE SW-506, MODIFIED - 1 FT EXTENSION	EA	\$ 14,000.00	9	\$ 126,000.00
6.09	6010-B	INTAKE TYPE SW-506, MODIFIED - 2.5 FT EXTENSION	EA	\$ 15,000.00	1	\$ 15,000.00
6.10	6010-F	MANHOLE ADJUSTMENT, MAJOR	EA	\$ 3,000.00	6	\$ 18,000.00
<b>SECTION 7010 - PORTLAND CEMENT CONCRETE PAVEMENT</b>						
7.01	7010-A	PAVEMENT, PCC, 9 IN REINFORCED	SY	\$ 80.00	28637	\$ 2,290,960.00
7.02	7010-999-A	BRIDGE APPROACH PAVEMENT, BR-203	SY	\$ 250.00	678	\$ 169,500.00
7.03	7010-999-B	LONGITUDINAL GROOVING IN CONCRETE	SY	\$ 5.00	1527	\$ 7,635.00
7.04	7010-999-C	CONCRETE BARRIER, TAPERED END, BA-108	EA	\$ 5,000.00	4	\$ 20,000.00
<b>SECTION 7030 - SIDEWALKS, SHARED USED PATHS, AND DRIVEWAYS</b>						
7.05	7030-B	REMOVAL OF CURB	LF	\$ 75.00	15	\$ 1,125.00
7.06	7030-C	SHARED USE PATH, PCC, 6 IN REINFORCED	SY	\$ 50.00	10791	\$ 539,550.00
7.07	7030-D	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	\$ 2.50	12834	\$ 32,335.00
7.08	7030-E	SIDEWALK, PCC, 4 IN	SY	\$ 50.00	1711	\$ 85,550.00
7.09	7030-G	DETECTABLE WARNING	SF	\$ 60.00	20	\$ 1,200.00

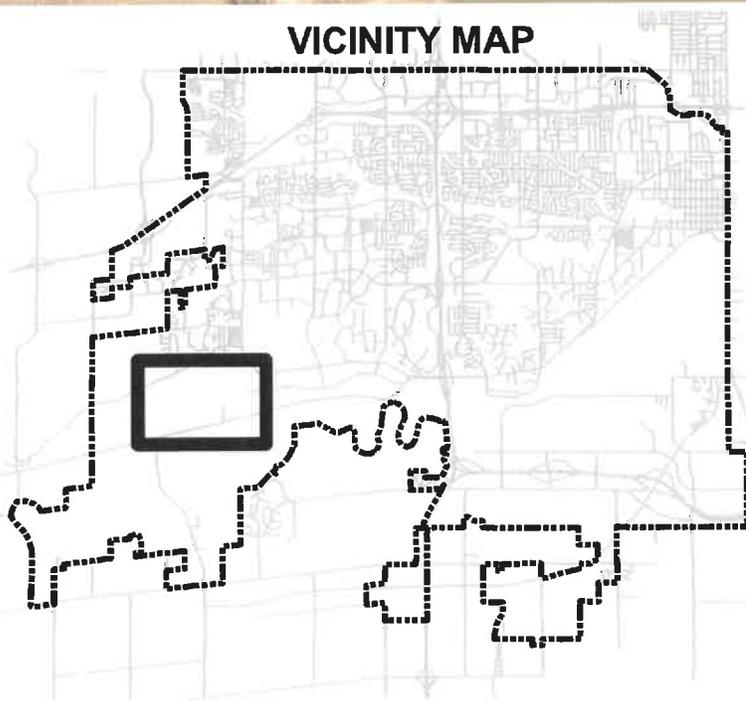
Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total Cost
7.10	7030-H-1	DRIVEWAY, PAVED, PCC, 6 IN	SY	\$ 60.00	432	\$ 25,920.00
7.11	7030-H-1	DRIVEWAY, PAVED, PCC, 6 IN REINFORCED	SY	\$ 65.00	92	\$ 5,980.00
7.12	7030-H-2	DRIVEWAY, GRANULAR	TON	\$ 30.00	825	\$ 24,750.00
7.13	7030-999-A	GRANULAR SURFACING - TAILGATE SPREAD BY CONTRACTOR	TON	\$ 20.00	500	\$ 10,000.00
7.14	7040-H	SECTION 7040 - PAVEMENT REHABILITATION PAVEMENT REMOVAL	SY	\$ 100.00	28	\$ 2,800.00
8.01	8010-999-A	SECTION 8010 - TRAFFIC SIGNALS REMOVAL OF SIGNS	LS	\$ 500.00	1	\$ 500.00
8.02	8020-B	SECTION 8020 - PAVEMENT MARKINGS PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	\$ 100.00	211.5	\$ 21,150.00
8.03	8020-G	PAINTED SYMBOLS AND LEGENDS	EA	\$ 300.00	11	\$ 3,300.00
8.04	8020-K	PAVEMENT MARKINGS REMOVED	STA	\$ 100.00	17	\$ 1,700.00
8.05	8030-A	SECTION 8030 - TEMPORARY TRAFFIC CONTROL TEMPORARY TRAFFIC CONTROL	LS	\$ 10,000.00	1	\$ 10,000.00
8.06	8030-999-A	PROJECT SIGN	EA	\$ 1,000.00	1	\$ 1,000.00
9.01	9010-A	SECTION 9010 - SEEDING CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 4	AC	\$ 2,000.00	70	\$ 140,000.00
9.02	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - RESCUE PLUS MIXTURE	AC	\$ 3,500.00	86	\$ 301,000.00
9.03	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 2	AC	\$ 3,000.00	29	\$ 87,000.00
9.04	9010-D	WATERING	MGAL	\$ 60.00	3500	\$ 210,000.00
9.05	9040-A-1	SECTION 9040 - EROSION AND SEDIMENT CONTROL SWPPP PREPARATION	LS	\$ 2,500.00	1	\$ 2,500.00
9.06	9040-A-2	SWPPP MANAGEMENT	LS	\$ 10,000.00	1	\$ 10,000.00
9.07	9040-D-1	FILTER SOCK, 12 IN DIA.	LF	\$ 2.50	21000	\$ 52,500.00
9.08	9040-D-2	FILTER SOCK, REMOVAL	LF	\$ 0.25	21000	\$ 5,250.00
9.09	9040-E-0	TEMPORARY RECP, TYPE 2.B	SQ	\$ 2.00	5910	\$ 11,820.00
9.10	9040-J-0	RIP RAP, CLASS E	TON	\$ 60.00	2445	\$ 146,700.00
9.11	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 2.00	50000	\$ 100,000.00
9.12	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$ 0.25	50000	\$ 12,500.00
9.13	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	\$ 0.25	50000	\$ 12,500.00
9.14	9040-Q-2	STABILIZED CONSTRUCTION ENTRANCE	TON	\$ 50.00	500	\$ 25,000.00
9.15	9040-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING	AC	\$ 1,500.00	70	\$ 105,000.00
9.16	9040-R	TURF REINFORCEMENT MATS, TYPE 1	SQ	\$ 10.00	1420	\$ 14,200.00
9.17	9040-T-1	INLET PROTECTION DEVICE, DROP-IN INTAKE	EA	\$ 200.00	52	\$ 10,400.00
9.18	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	\$ 50.00	52	\$ 2,600.00
9.19	9040-999-A	TRACK OUT DEVICE	EA	\$ 50,000.00	1	\$ 50,000.00
9.20	9040-999-B	FLOWING AND DISCING TEMPORARY EASEMENTS	LS	\$ 10,000.00	1	\$ 10,000.00
9.21	9040-999-C	MOWING	EA	\$ 2,500.00	10	\$ 25,000.00
9.22	9060-A	SECTION 9060 - CHAIN LINK FENCE CHAIN LINK FENCE, ZINC COATED, 6 FT	LF	\$ 50.00	90	\$ 4,500.00
9.23	9060-E	REMOVAL OF FENCE	LF	\$ 10.00	390	\$ 3,900.00
11.01	11010-A	SECTION 11010 - CONSTRUCTION SURVEY CONSTRUCTION SURVEY	LS	\$ 50,000.00	1	\$ 50,000.00
11.02	11010-B	MONUMENT PRESERVATION AND REPLACEMENT	LS	\$ 5,000.00	1	\$ 5,000.00
11.03	11050-A	SECTION 11050 - CONCRETE WASHOUT CONCRETE WASHOUT	LS	\$ 15,000.00	1	\$ 15,000.00
12.01	12000-999-A	MISCELLANEOUS RAILROAD PROTECTIVE LIABILITY INSURANCE AND ENTRY AGREEMENT	LS	\$ 25,000.00	1	\$ 25,000.00
12.02	12000-999-B	RAILROAD PROTECTION SERVICES	CDAY	\$ 1,792.00	5	\$ 8,960.00
12.03	12000-999-C	MONUMENT SIGN	EA	\$ 50,000.00	4	\$ 200,000.00
13.01	0000-999-A	DIVISION 13 - FIBER CONDUIT INTER-CONNECT (MS) PORTLAND CEMENT CONCRETE (PCC) VAULT (4'X6'X7'), FURNISH AND INSTALL	EA	\$ 16,000.00	1	\$ 16,000.00
13.02	0000-999-B	HANDHÖLE (2.5'X4'X4'), FURNISH AND INSTALL	EA	\$ 3,750.00	4	\$ 15,000.00
13.03	0000-999-C	CONDUIT, FURNISH AND INSTALL, SDR 7 HDPE, 4 IN. DIA., DIRECTIONAL DRILLED	LF	\$ 35.00	996	\$ 34,860.00
13.04	0000-999-D	CONDUIT, FURNISH AND INSTALL, SDR 7 HDPE, 4 IN. DIA., W/STEEL CASING PIPE, RAILROAD BORE	LF	\$ 195.00	100	\$ 19,500.00
13.05	0000-999-E	CONDUIT, FURNISH AND INSTALL, SDR 11 HDPE, 4 IN. DIA., DUCT BANK, DIRECTIONAL DRILLED	LF	\$ 25.00	7060	\$ 176,500.00
13.06	0000-999-F	CONDUIT PATHWAY, FURNISH AND INSTALL, 7-WAY MULTI-DUCT, INSTALLED-IN-PLACE	LF	\$ 12.00	8270	\$ 99,240.00
13.07	0000-999-G	TEST STATION/FIBER OPTIC LINE MARKER COMBINATION, ABOVE GRADE, FURNISH AND INSTALL	EA	\$ 300.00	3	\$ 900.00
13.08	0000-999-H	FIBER CONDUIT/STRUCTURES AS-BUILT DOCUMENTATION (MS)	LS	\$ 10,000.00	1	\$ 10,000.00
13.09	0000-999-I	CONDUIT AND TRACER WIRE ACCEPTANCE TESTING (MS)	LS	\$ 10,000.00	1	\$ 10,000.00
13.10	0000-999-J	CONSTRUCTION SURVEY - FIBER CONDUIT INTER-CONNECT (MS)	LS	\$ 5,000.00	1	\$ 5,000.00
14.01	0000-999-A	DIVISION 14 - FIBER CONDUIT INTER-CONNECT (CITY) CITY-PROVIDED VAULT, INSTALL ONLY, LARGE ROUND (IAP)	EA	\$ 1,500.00	8	\$ 12,000.00
14.02	0000-999-B	CONDUIT, FURNISH AND INSTALL, SDR 13.5 HDPE, 1 IN. DIA., BLUE WITH BLACK STRIPE, DUCT BANK, DIRECTIONAL DRILLED	LF	\$ 8.00	17695	\$ 141,560.00
14.03	0000-999-C	CONDUIT PATHWAY, FURNISH AND INSTALL, 7-WAY MULTI-DUCT, DUCT BANK, DIRECTIONAL DRILLED	LF	\$ 13.50	8857	\$ 119,569.50
14.04	0000-999-D	CONDUIT, FURNISH AND INSTALL, SDR 13.5 HDPE, 1.5 IN. ORANGE, DUCT BANK, DIRECTIONAL DRILLED	LF	\$ 12.00	8848	\$ 106,176.00
14.05	0000-999-E	CONDUIT, FURNISH AND INSTALL, SDR 13.5 HDPE, 1.5 IN. DIA., BLUE, DUCT BANK, DIRECTIONAL DRILLED	LF	\$ 12.00	8848	\$ 106,176.00
14.06	0000-999-F	TEST STATION, BELOW GRADE, FURNISH AND INSTALL	EA	\$ 500.00	4	\$ 2,000.00
14.07	0000-999-G	FIBER CONDUIT/STRUCTURES AS-BUILT DOCUMENTATION (CITY)	LS	\$ 10,000.00	1	\$ 10,000.00
14.08	0000-999-H	CONDUIT AND TRACER WIRE ACCEPTANCE TESTING (CITY)	LS	\$ 10,000.00	1	\$ 10,000.00
14.09	0000-999-I	CONSTRUCTION SURVEY - FIBER CONDUIT INTER-CONNECT (CITY)	LS	\$ 5,000.00	1	\$ 5,000.00
15.01	2402-2720000	DIVISION 15 - STRUCTURES EXCAVATION, CLASS 20	CY	\$ 30.00	401	\$ 12,030.00
15.02	2402-2721000	EXCAVATION, CLASS 21	CY	\$ 280.00	504	\$ 141,120.00
15.03	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	\$ 700.00	472.1	\$ 330,470.00
15.04	2403-7000210	HIGH PERFORMANCE STRUCTURAL CONCRETE	CY	\$ 750.00	467.9	\$ 350,925.00
15.05	2404-7775000	REINFORCING STEEL	LB	\$ 1.35	63673	\$ 85,958.55
15.06	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	\$ 1.40	123972	\$ 173,560.80
15.07	2404-7775009	REINFORCING STEEL, STAINLESS STEEL	LB	\$ 3.45	3668	\$ 12,654.60
15.08	2407-0562855	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB55	EA	\$ 12,500.00	14	\$ 175,000.00
15.09	2407-0562895	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB95	EA	\$ 25,000.00	7	\$ 175,000.00
15.10	2408-7800000	STRUCTURAL STEEL	LB	\$ 4.00	7128	\$ 28,512.00
15.11	2414-6424110	CONCRETE BARRIER RAILING	LF	\$ 100.00	226.3	\$ 22,630.00
15.12	2414-6425410	CONCRETE BARRIER, REINFORCED, SEPARATION	LF	\$ 70.00	212.2	\$ 14,854.00
15.13	2414-64446100	ALUMINUM PEDESTRIAN HAND RAIL	LF	\$ 150.00	237	\$ 35,550.00
15.14	2414-64600000	ORNAMENTAL METAL RAILING	LF	\$ 260.00	224	\$ 58,240.00
15.15	2501-0201057	PILE, STEEL, HP 10X57	LF	\$ 60.00	810	\$ 48,600.00
15.16	2501-0201284	PILE, STEEL, HP 12X84	LF	\$ 65.00	1660	\$ 109,200.00
15.17	2501-6335010	PREBORED HOLES	LF	\$ 60.00	180	\$ 10,800.00
15.18	2507-2638650	BRIDGE WING ARMORING - EROSION STONE	SY	\$ 135.00	9	\$ 1,215.00
15.19	2507-3250005	ENGINEERING FABIRC	SY	\$ 3.50	1075	\$ 3,762.50
15.20	2507-6800061	REVTMENT, CLASS E	TON	\$ 55.00	1150	\$ 63,250.00

Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total Cost
15.21	2533-4980005	MOBILIZATION	LS	\$ 150,000.00	1	\$ 150,000.00
15.22	2599-9999018	BRIDGE WING ARMORING - CONCRETE SLOPE PROTECTION	SY	\$ 150.00	9	\$ 1,350.00
DIVISION 16 - SUGAR CREEK CONVEYANCE						
2.01	2010-108-B-0	CLEARING AND GRUBBING	ACRE	\$ 5,000.00	14.4	\$ 72,000.00
2.02	2010-108-D-1	TOPSOIL STRIP, SALVAGE, AND RESPREAD	CY	\$ 5.00	40200	\$ 201,000.00
2.03	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 8.00	275400	\$ 2,203,200.00
2.04	Special	REMOVAL OF EXISTING DEBRIS	LS	\$ 2,000.00	1	\$ 2,000.00
8.01	Special	PERMANENT ROAD CLOSURE, SI-181	LS	\$ 1,000.00	1	\$ 1,000.00
9.01	9010-108-B-0	HYDRAULIC SEEDING AND FERTILIZING, TYPE 2 SEEDING	ACRE	\$ 3,000.00	29.2	\$ 87,600.00
9.02	9040-108-Q-2	EROSION CONTROL MULCHING, HYDROMULCHING	ACRE	\$ 1,500.00	26	\$ 39,000.00
9.03	9040-108-Q-2	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	\$ 1,000.00	29.2	\$ 29,200.00
9.04	9040-108-D-1	FILTER SOCK, 12"	LF	\$ 2.50	6240	\$ 15,600.00
9.05	9040-108-D-2	FILTER SOCK REMOVAL	LF	\$ 0.25	6240	\$ 1,560.00
9.06	9040-108-N-1	SILT FENCE	LF	\$ 2.00	14940	\$ 29,880.00
9.07	9040-108-N-3	REMOVAL OF SILT FENCE	LF	\$ 0.25	14940	\$ 3,735.00
9.08	9040-108-E-0	ROLLED EROSION CONTROL PRODUCT (RECP), TYPE 1D	SY	\$ 2.00	13200	\$ 26,400.00
9.09	9040-108-R-0	TURF REINFORCEMENT MATS, TYPE 1	SQ	\$ 10.00	210	\$ 2,100.00
9.10	Special	FIELD FENCE GATE, 16'	LS	\$ 1,000.00	1	\$ 1,000.00
DIVISION 17 - S. GRAND PRAIRIE PARKWAY SPECIAL GRADING						
2.01	2010-D-1	TOPSOIL, ON-SITE	CY	\$ 5.00	4426	\$ 22,130.00
9.01	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	\$ 3,500.00	4.22	\$ 14,770.00
9.02	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 4	AC	\$ 3,000.00	4.22	\$ 12,660.00
9.03	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 2.00	4400	\$ 8,800.00
9.04	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$ 0.25	4400	\$ 1,100.00
9.05	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	\$ 0.25	4400	\$ 1,100.00
9.06	9040-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL MULCH	AC	\$ 1,000.00	4.22	\$ 4,220.00
<b>TOTAL CONSTRUCTION</b>						<b>\$ 16,758,972.95</b>

	<p>I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.</p>
	<p style="text-align: center;"></p> <p>THOMAS M. STOVIE, P.E.                      LICENSE NO. 15588                      <b>10/25/21</b> DATE</p>



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Grand Avenue**

LOCATION:

**South 88th Street to South Grand Prairie Parkway**

DRAWN BY: JDR

DATE: 10/19/2020

PROJECT NUMBER/NAME: 0510-009-2021

SHT. 1 of 1

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

**DATE: November 1, 2021**

**ITEM:**

Resolution - Ordering Construction  
Grand Avenue West Segment 4 Sewer Extension

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Grand Avenue West Segment 4 Sewer Extension is \$585,104.00. Payments will be made from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Fees.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, December 1, 2021 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, December 6, 2021. The contract would be awarded on Monday, December 6, 2021 and work will begin shortly thereafter.

The Grand Avenue West Segment 4 Sewer Extension project lies north of Booneville Road east of South 88th Street and includes approximately 2,750 linear feet of 12-inch and 8-inch sewer in open cut, excavation, backfill, connections to existing sewers, surface restoration, traffic control, and miscellaneous associated work. The Grand Avenue West Segment 4 Sewer Extension will provide sewer service to the Banks Landing subdivision that is currently under construction near the northwest corner of South 88th Street & Booneville Road. The project is anticipated to be completed by July 31, 2022 with final restoration by September 30, 2022.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of the Grand Avenue West Segment 4 Sewer Extension.
- Fixing 2:00 p.m. on Wednesday, December 1, 2021 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	October 25, 2021		
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:

**Grand Avenue West Segment 4 Sewer Extension  
Project No. 0510-027-2021**

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, December 6, 2021, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED,** that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, December 1, 2021.

**BE IT FURTHER RESOLVED,** that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, December 1, 2021 and the results of said bids shall be considered at a meeting of this Council on Monday, December 6, 2021 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** on this **1st** day of **November, 2021.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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

CITY OF WEST DES MOINES  
 GRAND AVENUE WEST - SEGMENTS 4 EXTENSION  
 ESTIMATE OF COST

26-Oct-21

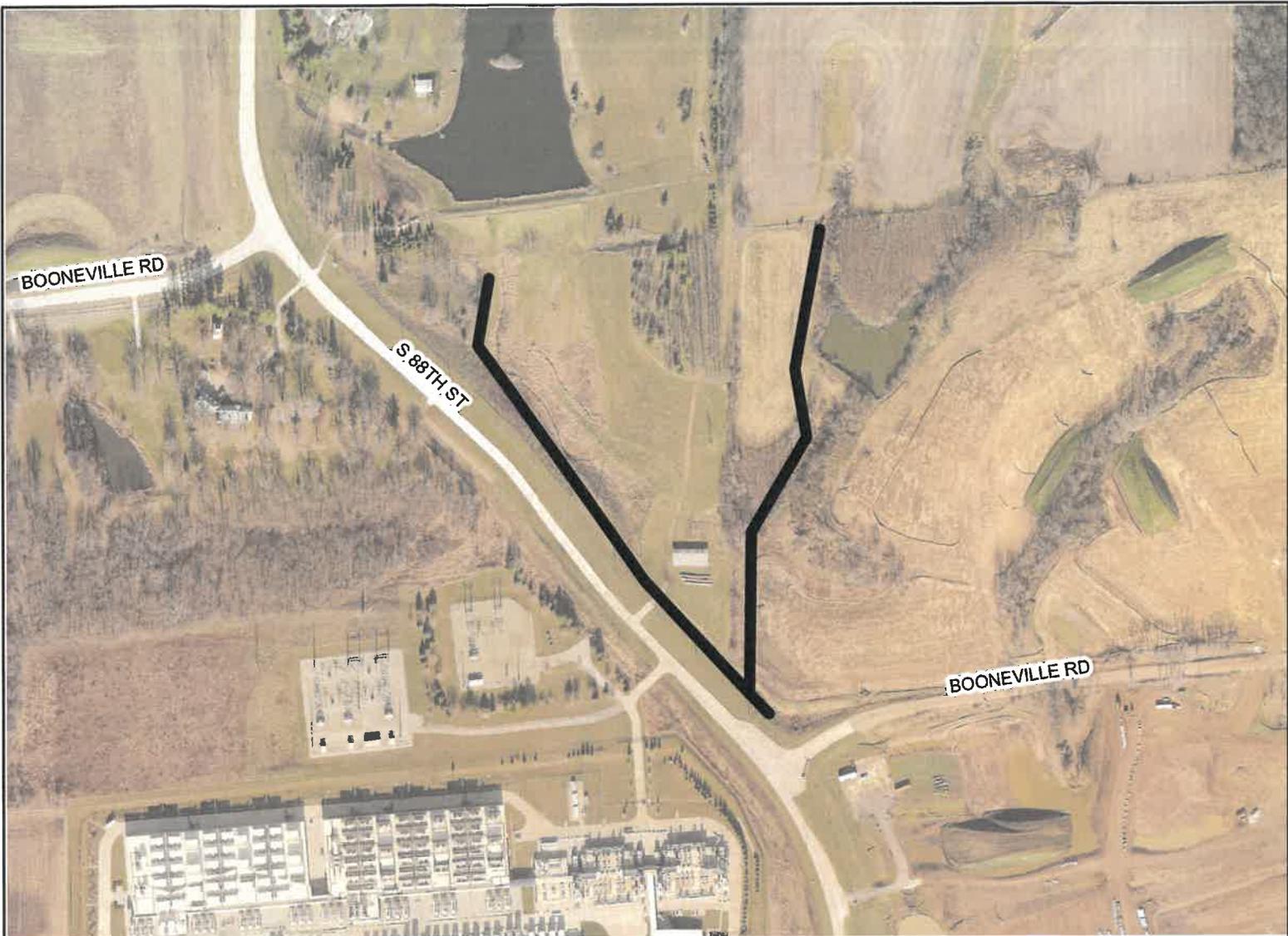
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Sanitary Sewer in Place - 12"	LF	2738	\$130	\$355,940
2	Sanitary Sewer in Place - 8"	LF	10	\$200	\$2,000
3	Connection to Existing Sewer	EA	1	\$4,000	\$4,000
4	Manhole - Type SW 301 - 96"	EA	1	\$20,000	\$20,000
5	Manhole - Type SW 301 - 60"	EA	1	\$14,000	\$14,000
6	Manhole - Type SW 301 - 48"	EA	10	\$9,500	\$95,000
7	Video Inspection of Sewer	LF	2738	\$3	\$8,214
8	Class A Roadstone - 6" Thick	SY	120	\$35	\$4,200
9	PCC Driveway - 6" Thick	SY	40	\$100	\$4,000
10	Rip-Rap	TON	150	\$65	\$9,750
11	Silt Fence	LF	3500	\$3	\$10,500
12	Rock Check	LF	240	\$10	\$2,400
13	Erosion Control	LS	1	\$15,000	\$15,000
14	Traffic Control	LS	1	\$5,000	\$5,000
15	Fence Removal and Replacement	LF	385	\$10	\$3,850
16	Seeding - SUDAS Type 2	ACRE	7.5	\$2,500	\$18,750
17	Construction Staking	LS	1	\$12,500	\$12,500
Estimated Construction Cost					\$585,104

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 State of Iowa.

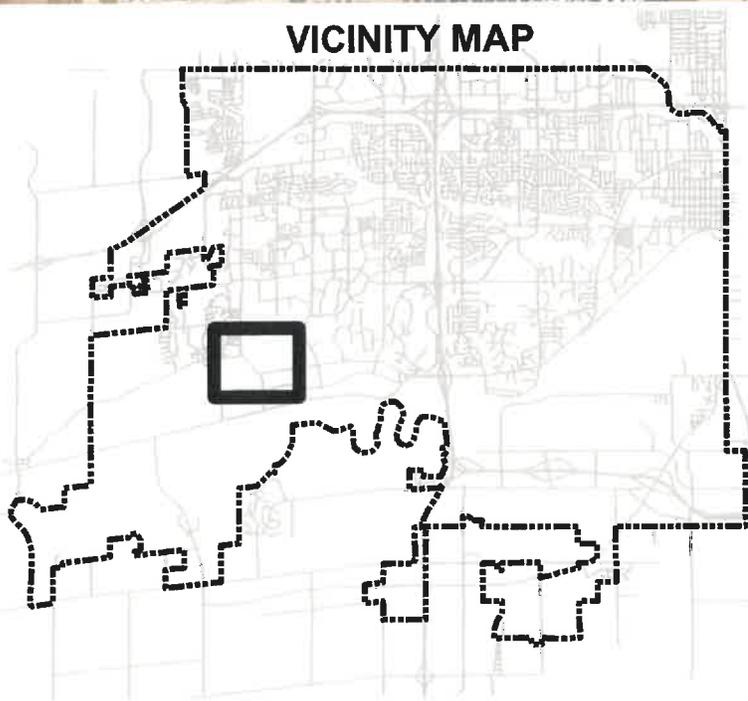
H. Robert Veenstra Jr., P.E.  
 Iowa License No. 9037

My license renewal date is December 31, 2022



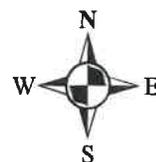


**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**Grand Avenue West Segment 4 Sewer Extension**

LOCATION:

**South 88th Street & Booneville Road**

DRAWN BY: JPM

DATE: 8/31/2021

PROJECT NUMBER/NAME: 0510-027-2021

SHT. 1 of 1

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

**DATE: November 1, 2021**

**ITEM:**

Resolution – Completion of Work  
Ashworth Road Traffic Adaptive Signal System

**FINANCIAL IMPACT:**

The City was awarded \$263,200.00 in Iowa Clean Air Attainment Program (ICAAP) funds to purchase traffic adaptive signal system equipment for seven intersections along Ashworth Road. The units were purchased by the City and installation of the system was completed by City Traffic Signal Technicians. The City was required to pay for the project and reimbursed by the Iowa DOT. The total cost for the project was \$348,300.00 with City matching funds in the amount of \$85,100.00.

**BACKGROUND:**

This project provided funding to purchase traffic adaptive signal system equipment for seven intersections along Ashworth Road known as the Ashworth Road Traffic Adaptive Signal System.

**RECOMMENDATION:**

City Council Adopt:

- Resolution of Completion of Work

**Lead Staff Member: Brian Hemesath, PE**

**STAFF REVIEWS**

Department Director	Brian Hemesath
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>A</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Services		
Dates(s) Published		Date Reviewed	October 25, 2021		
		Recommendation	Yes	No	Split

**Resolution of Completion of Work**

**WHEREAS**, on July 15, 2019, the City Council accepted Iowa Clean Air Attainment Program funds from the Iowa Department of Transportation for the following described public improvement:

**Ashworth Road Traffic Adaptive Signal System**

And,

**WHEREAS**, said improvement has been purchased by the City and installed by City Traffic Signal Technicians.

Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$348,300.00 as shown in said report.

**PASSED AND APPROVED** this 1st day of November 2021

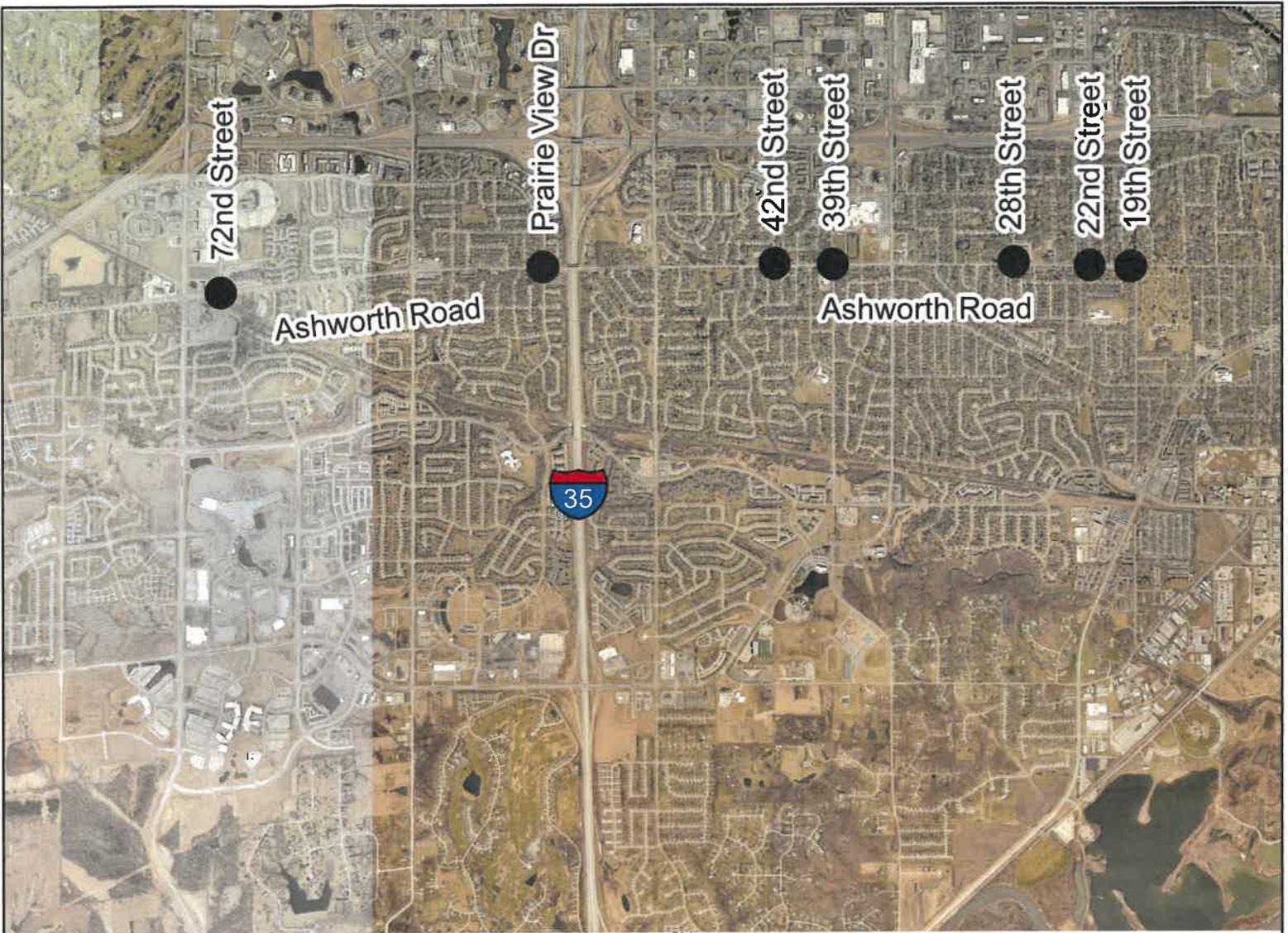
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Steven K. Gaer, Mayor

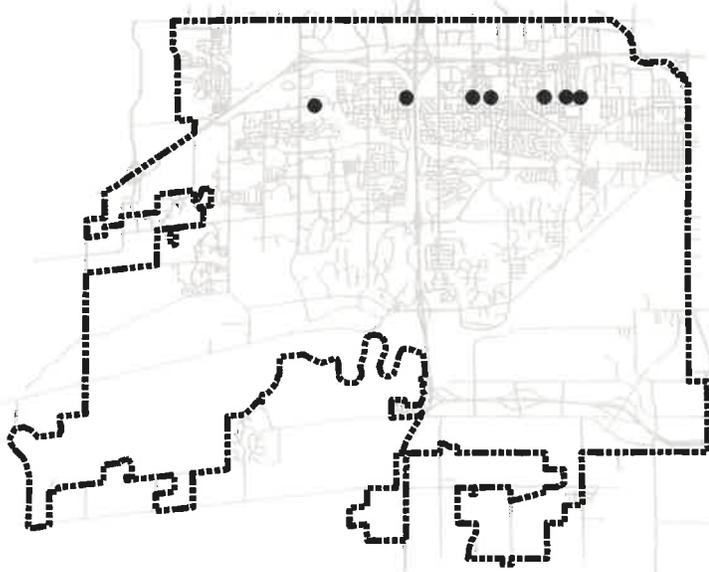
ATTEST:

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Ryan Jacobson  
City Clerk



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION ●



PROJECT: **Traffic ICAAP Funding Ashworth Road**

LOCATION: **Various Locations**

DRAWN BY: REF

DATE: 8/31/2017

PROJECT: ICAAP Funding Ashworth Road

SHT. 1 of 1

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

**DATE: November 1, 2021**

**ITEM:**

Resolution - Approving Professional Services Agreement  
SE Adams Street - Veterans Parkway to SE Orilla Road

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$167,635.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed \$39,175.00. 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 Alluvion TIF Funds. West Des Moines Water Works will be responsible for reimbursing the City of West Des Moines for the construction of the cul-de-sac and associated sidewalk nearest the new water tower site.

**BACKGROUND:**

Approval of this action authorizes HNTB Corporation to perform the professional services necessary for the reconstruction of SE Adams Street from SE Orilla Road to the site of a new West Des Moines Water Works water tower. SE Adams Street will be reconstructed from an existing 2-lane rural gravel road to a 2-lane urban concrete roadway (local street classification), including a cul-de-sac at the entrance to the water tower site. The remainder of existing SE Adams Street from the water tower site to Veterans Parkway will be removed. The water tower and associated watermain are being constructed as part of separate projects. The water tower is tentatively scheduled to be completed mid-year 2023. In order to not interfere with construction access to the new water tower site, the SE Adams Street reconstruction will most likely be deferred until 2024. However, design is necessary at this time for coordination purposes.

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 SE Adams Street - Veterans Parkway

to SE Orilla Road.

**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	JA

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	October 25, 2021		
Recommendation	Yes	No	Split

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, funding is available for the following described public project:

**SE Adams Street - Veterans Parkway to SE Orilla Road  
Project No. 0510-078-2021**

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 HNTB Corporation, and

**WHEREAS**, the Engineering Services Department has obtained a written proposal from HNTB Corporation to do the work requested, which estimates the following cost to the City of West Des Moines:

<b>Basic Services of the Consultant<sup>(OBJ)</sup></b>	<b>\$167,635.00</b>
<b>Resident Consultant Services</b>	<b><u>\$ 39,175.00</u></b>
<b>Total</b>	<b>\$206,810.00</b>

therefore,

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that HNTB Corporation 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 HNTB Corporation for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** on this **1st** day of **November, 2021**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 1st day of November, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HNTB CORPORATION, (Fed. I.D. # 43-1623092), 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 SE Adams Street, Veterans Parkway to SE Orilla Road (Project No. 0510-078-2021) 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	\$ 167,635
II. Resident Consultant Services	\$ <u>39,175</u>

Total    \$206,810

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: HNTB Corporation  
Attn: Heidi Lane, P.E.  
Address: 601 E. Locust St. Suite 200  
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

#### 15. INTERPRETATION

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

#### 16. COMPLIANCE WITH FEDERAL LAW

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

#### 17. SOLICITATION AND PERFORMANCE

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

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

HNTB Corporation

CITY OF WEST DES MOINES

BY:   
Timothy Morgan (Oct 27, 2021 13:57 CDT)  
\_\_\_\_\_  
Timothy Morgan, Vice President

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

# ATTACHMENT 1

## SCOPE OF SERVICES

### **DIVISION I - BASIC SERVICES OF THE CONSULTANT**

#### **Project Description**

The project will include the design and construction monitoring associated with the SE Adams Street project from Veterans Parkway to SE Orilla Road. SE Adams Street is planned to be a 2-lane urban roadway local street with 70' ROW with 6" curb and gutter to a cul-de-sac terminating at the entrance to a new water tower on the South side of SE Adams Street in between Veterans Parkway and SE Orilla Road. The project will include a connection to the water tower access drive and coordination with West Des Moines Water Works and their Consultant (Veenstra and Kimm) working on the water tower design and associated waterline.

The scope of services to be performed by the Consultant shall include the services to complete the following tasks:

#### **TASK 1: Project Management**

##### **1.1 General Project Management**

This task will be ongoing throughout the project. The Project Manager will manage the budget and schedule for the project, serve as the point of contact for City staff and be responsible for coordinating all work done by the design team. The Project Manager will provide the City with bi-weekly progress reports and administer the project SharePoint site.

##### **1.2 Meetings**

Up to six (6) review meetings between the Design Team and the City will be held to review progress and coordinate with the City. This includes a kick-off meeting, meetings at each project milestone deliverable, and one miscellaneous meeting. The Consultant will provide meeting minutes following the meetings.

##### **1.3 Public Involvement**

Assumes preparation and attendance for 1 public meeting. The Consultant will provide exhibits for the meeting and have two representatives in attendance.

##### **1.4 Coordination with Other Agencies**

Maintain communications with subconsultants (Veenstra and Kimm, Terracon and Foth), the Consultant designing the Water Tower (Veenstra and Kimm), and the West Des Moines Water Works (as needed) to coordinate the two projects design and schedules. The Consultant will also coordinate with other appropriate agencies involved with this project.

#### **TASK 2: Data Collection**

##### **2.1 Surveys and Mapping (by Sub Consultant)**

The Consultant shall utilize the existing topographic and utility survey performed for the Waterline and Water Tower projects for the West Des Moines Water Works. The survey was performed for those projects by Veenstra and Kimm and shall be provided to the City of West Des Moines and HNTB for use on this project.

In addition, The Consultant shall obtain a subconsultant to provide the following services:

###### **2.1.1 Topographic Survey**

Up to two (2) visits to the site for miscellaneous topographic survey needs to supplement the existing survey from the Waterline and Water Tower project.

- 2.1.2 As-built Survey During Construction  
The Consultant shall perform up to two (2) visits to the project site for as-built survey needs.
- 2.1.3 Right-of-Way and Easement Acquisition Map and Legal Descriptions  
The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the Project and perform land corner and lot surveys as needed. Vacation of existing Right-of-Way between the cul-de-sac and Veterans Parkway will be conducted. Up to four (4) Right-of-Way acquisition plats, and up to four (4) temporary or permanent easements are included. Acquisition services outside of the plats and legal descriptions is not included.

### **TASK 3: Environmental Permitting**

#### **3.1 Environmental Review and Permitting (by Sub Consultant)**

The Consultant shall obtain a subconsultant to provide the following services:

- 3.1.1 Wetland and WUS Delineation  
Subconsultant will perform a wetland and WUS delineation of the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Subconsultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

The scope of this proposal includes one site visit to conduct a baseline delineation. The fees in this proposal do not include additional meetings or data collection/evaluation that may be requested by the USACE.

- 3.1.2 Mitigation Plan and Section 404 Permit Application (if needed)  
If jurisdictional wetland or WUS impacts are proposed, Foth will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. Foth will also prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and/or WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project.

The project site is located within the primary or secondary service areas of the Voas Mitigation Bank and McCorkle Bank, which offer emergent wetland credits, the White Fox Bank, which offers emergent and forested wetland credits and WUS credits, and the Des Moines River Mitigation Bank, which offers WUS credits. We will contact the bank/banks regarding the purchase of credits for wetland and WUS impacts. We will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

The scope of this proposal does not include design of a wetland or WUS mitigation area if mitigation banks or the in-lieu fee program cannot be utilized.

- 3.1.3 Threatened & Endangered Species Habitat Assessment  
Subconsultant shall review the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area. Subconsultant shall perform a T&E habitat assessment of the project area. The

T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A walking survey of the project area will be conducted by a project biologist to assess the potential for T&E species. A report will be prepared to document the findings of the database search and field survey.

#### 3.1.4 Phase I Cultural Resource Survey

Subconsultant will perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area. The task does not include Phase I Cultural Resource surveys if an off-site mitigation site is selected or Phase II archeological investigations at the project site.

### **TASK 4: Geotechnical Engineering**

#### **4.1 Geotechnical Engineering (by Sub Consultant)**

The Consultant shall obtain a subconsultant to provide the geotechnical engineering for the following tasks:

##### 4.1.1 Soil Borings

Subconsultant shall obtain borings and provide the geotechnical information in a report.

##### 4.1.2 Pavement Design

Subconsultant to provide a recommendation for the pavement design of Adams Street based on the boring information. Pavement design is assumed to be PCC.

### **TASK 5: Street Lighting**

#### **5.1 Street Lighting**

Street lighting design will be developed at 90% Design. No street lighting plans will be developed for 30% or 60% stages of design.

##### 5.1.1 90% Final Street Lighting Installation Plan

- Prepare Final Plans
- Prepare Quantities and Cost Estimate

##### 5.1.2 Final Street lighting installation Plan and details

- Address 90% Comments
- Finalize Plans, Details and Specifications (Assumes use of standard details and specifications)

### **TASK 6: Roadway Design**

#### **6.1 30% Concept Design**

The Consultant will develop a 30% concept design and plan documents for the entire corridor for review, comment, and coordination. The concept plans will address significant project features such as alignment, grade, drainage, utilities, maintenance of access, and other design issues that would affect the limits of construction, right-of-way, or easements needed for the project.

The concept shall include:

##### 6.1.1 Survey Coordination

Survey planning, coordination, and field check of survey.

- 6.1.2 Develop Design Criteria  
Confirm design criteria for the project and discuss with the City. Criteria will conform to the City, and SUDAS. Items to be included (but not limited to):
- Functional classification
  - Design speed
  - Design vehicles for intersection and cul-de-sac design
  - Widths of travel lanes and right-of way
  - Street lighting requirements
  - Utility corridor locations
- 6.1.3 Develop preliminary typical sections  
Develop typical sections for the mainline street improvements in coordination with the City. Prepare typical sections, including lane widths, curb section/type, right-of-way width, pavement type, and clear zone. Identify potential utility relocations in the typical roadway section. No utility (water/sewer/gas/etc.) relocations are anticipated for this project.
- 6.1.4 Concept Geometrics  
Develop concept roadway and intersection geometrics for the project. This includes geometry for SE Adams Street and 4 entrances/driveways.
- 6.1.5 Concept Storm Sewer  
Prepare concept storm sewer layout on plan. Detailed storm sewer calculations, pipe sizes, and profiles will not be included at this stage.
- 6.1.6 Develop grading/construction limits and create roadway model and preliminary surfaces. Develop construction limits from model and determine anticipated right-of-way and easement acquisition.
- 6.1.7 Develop Concept Plan Set  
Based on the concept design, prepare concept level plans depicting proposed grading, drainage, paving, and other features of the project. Concept plans will include, but not be limited to the following: Title Sheet, General Notes, Survey Reference Sheet, Typical Sections, and Plan and Profile sheets.
- 6.1.8 30% QAQC Review and Prepare Deliverables  
Deliverables include digital submittal in the West Des Moines project SharePoint site.

## 6.2 60% Preliminary Design

The Consultant will address 30% comments and perform preliminary design services to advance the design and plans to 60% preliminary design. The 60% preliminary design shall include:

- 6.2.1 Address 30% comments
- 6.2.2 Refine Typical Sections and Details  
Refine and assemble the Typical Cross Sections to be used for the proposed improvements. The typical sections will include proposed grading, drainage, and paving improvements.
- 6.2.3 Finalize roadway geometry for SE Adams Street, cul-de-sac and 4 driveways.
- 6.2.4 Update roadway model from 30% comments and geometry changes.
- 6.2.5 Refine Title Sheet, Typical Section Sheet, General Note Sheet, Survey Reference Sheet, Alignment Detail Sheet
- 6.2.6 Preliminary Plan and Profiles Sheets  
Prepare preliminary plan and profile sheets that show the existing topographic information along with existing utility information and proposed improvements.
- 6.2.7 Intersection Detail Sheets  
Prepare preliminary intersection detail sheets for intersection at SE Orilla Road

- 6.2.8 Cul-de-sac Detail Sheets  
Prepare preliminary detail sheets for cul-de-sac at the end of SE Adams Street.
- 6.2.9 Preliminary Right-of-Way
- 6.2.10 Utility Coordination  
Start initial coordination with utility companies based on the preliminary roadway design, storm sewer layout and grading. Assumes coordination with four utility companies with no relocations.
- 6.2.11 Storm Sewer Design Calculations and Plan Sheets  
Perform hydrologic and hydraulic calculations and develop preliminary storm layout based on the preliminary design and existing drainage patterns. Storm design will follow the SUDAS Design Manual – Chapter 2. Develop both plan and vertical profiles in order to analyze and resolve utility conflicts with the proposed storm sewer.
- 6.2.12 Erosion Control Sheets  
Develop erosion control sheets that identify the necessary erosion control measures needed during construction.
- 6.2.13 Cross Section Sheets  
Develop cross sections at 50' increments to illustrate typical conditions and non-typical conditions.
- 6.2.14 Removal Sheets  
Develop removal sheets that identify paving, trees, structures, and other items to be removed as part of the project.
- 6.2.15 Preliminary Quantities and Cost Estimate  
Prepare concept level opinion of probable construction cost for the project and compare the cost to the City's current project budget. Make recommendations to the project if necessary, to address project budget concerns.
- 6.2.16 Acquisition Plats and Easement Exhibits  
Identify permanent right-of-way and temporary/permanent easement needs based on the preliminary design development. Provide linework to Veenstra and Kimm.
- 6.2.17 Develop the Stormwater Pollution Prevention Plan  
Create the SWPPP documentation for assessing site conditions.
- 6.2.18 60% QAQC Review and Prepare Deliverables  
Deliverables include digital submittal in the West Des Moines project SharePoint site.

### **6.3 90% Final Design**

The Consultant will address 60% comments and perform final design services including the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utilities, and other features of the project. Final Design services shall include:

- 6.3.1 Address 60% comments
- 6.3.2 Update plans including typical sections, plan and profile sheets, intersection details, erosion control sheets, and cross sections.
- 6.3.3 Review and update final grading, construction limits, and special notes related to fencing, private features, and coordination with design of other projects in the area.
- 6.3.4 Prepare pavement marking and signing sheets and details.  
Develop pavement marking and traffic signing plans. Local traffic to be accommodated during construction and specified on the plans through general notes and project specifications. Detour plans are not included. Construction staging is not included.

- 6.3.5 Continue coordination with utility companies.
- 6.3.6 Prepare special provisions and design specifications.
- 6.3.7 Final quantities and engineers estimate.
- 6.3.8 Update the Stormwater Pollution Prevention Plan.
- 6.3.9 Create a Drainage Report
- 6.3.10 90% QAQC Review and Prepare Deliverables  
Deliverables include digital submittal in the West Des Moines project SharePoint site.

#### **6.4 Final Plans for Bidding**

The Consultant will address 90% comments and proceed with final design, contract drawings, and specifications for the award of a single Contract of the construction of the proposed improvements. Final Design services shall include:

- 6.4.1 Address 90% comments
- 6.4.2 Finalize plans including typical sections, plan and profile sheets, intersection details, erosion control sheets, and cross sections.
- 6.4.3 Finalize grading, construction limits, and special notes related to fencing, private features, and coordination with design of other projects in the area.
- 6.4.4 Finalize pavement marking and signing sheets and details. Detour plans not included.
- 6.4.5 Finalize special provisions and design specifications will be included.
- 6.4.6 Finalize Stormwater Pollution Prevention Plan
- 6.4.7 Finalize Drainage Report
- 6.4.8 Final QAQC Review and Prepare Deliverables  
Deliverables include digital submittal in the West Des Moines project SharePoint site and two (2) full-size hard copy prints.

#### **6.5 Project Bidding Phase**

- 6.5.1 The Consultant will coordinate and manage the letting process for the project including printing of plans and specifications, preparing the formal Notice of Hearing and Letting, and plan clarification and addenda.
- 6.5.2 The Consultant will prepare and attend the bid opening,
- 6.5.3 The Consultant will respond to bidder inquiries during bidding period. The scope assumes a maximum of 10 questions by prospective bidders requiring written responses to be published in accordance with city policy and provided to all prospective bidders.
- 6.5.4 The Consultant will assist in bid opening, prepare the bid tabulation, and provide recommendation of award assistance.
- 6.5.5 The Consultant will assist in obtaining contracts, performance bonds, certificate of insurance, etc. for the construction contract.

#### **TASK 7: Pothole Existing utilities (if needed)**

The Consultant shall obtain a subconsultant to provide pothole services for up to two locations, if needed.

## **DIVISION II – RESIDENT CONSULTANT SERVICES**

The below Resident Engineering/Observation estimate includes a maximum of 360 hours of effort. In the event the construction period exceeds the contract working days or unanticipated conditions require the Resident Engineering/Observation in excess of 360 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Consultant shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in the sections below.

### **TASK 8: Resident Consulting Services**

#### **8.1 Resident Engineering**

Construction administration services shall consist of office-based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include the following:

- 8.1.1 Project Management - Internal project management, project reviews, invoicing, etc., as well as Sr. Management involvement.
- 8.1.2 Conduct a Pre-Construction Meeting – This task assumes a one-half-day meeting with Contractor, Subcontractors, Utility Companies, and other interested parties after the award of the construction contract for the Contractor.
- 8.1.3 Respond to Contractor-submitted requests for information (RFIs). The estimate assumes a maximum of 5 RFIs by the Contractor. Issue necessary interpretations and clarifications of the plans and, in connection therewith, prepare change orders as required.
- 8.1.4 Review of shop drawings for the project.
- 8.1.5 Participate in weekly progress meetings. For budgeting purposes, it is assumed meetings will be completed in accordance with the schedule included within this professional services agreement. The scope assumes a maximum of 6 meetings at an estimated duration of 1 hour.
- 8.1.6 Prepare construction record drawings defining the actual location of improvements and fixtures showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

#### **8.2 Resident Construction Observation**

Work to be performed under this phase of the project shall include frequent resident observation of the construction work in addition to that included under Resident Engineering. The consultant shall provide near full-time resident observation by a full-time staff member of the Consultant during active construction. The construction schedule is assumed to be 6 weeks.

Construction Observation Services include:

- Attend Pre-Construction conference
- Monitor the Contractor's work for compliance with the plans, specifications, and schedule.
- Verify and provide the City construction quantities for Contractor pay vouchers and any required change orders related to construction.
- Coordinate on-site material testing with City's Material Testing Laboratory
- Keep required field construction documentation including daily diaries, logs, records, and measurement and computation of pay quantities. Additionally, this includes collecting, organizing and providing material certifications and load tickets.

- Track the project schedule and coordinate recovery schedules with the Contractor and City as necessary for construction
- Project coordination with City Staff for the development of weekly progress reports
- Attend weekly progress meeting when not performing required field observations.
- Coordinate and schedule material testing with City's sub-consultant testing provider
- Assist in processing pay requests and change orders
- Conduct final inspection, develop and distribute final punch list
- Prepare as-built mark-ups and comments.

**CHANGE MANAGEMENT:**

The Parties may at any time agree to a written Amendment within the general scope of this Agreement. If any Amendment should result in an increase or decrease in the cost of, or the time required for, performance under this Agreement, or otherwise affects any other provision of this Agreement, an equitable adjustment shall be made in the compensation, delivery schedule, or both if applicable and/or in such other provisions of this Agreement as may be so affected prior to Consultant's obligation to begin any such changed services. Consultant shall submit written notice of such impacts to the City. The City shall take action on such notice within ten (10) days of submittal and a mutually agreed upon Amendment to the Agreement shall be considered in accordance with Section 13 prior to Consultant's performance of such changed services.

**SERVICES NOT INCLUDED IN THIS CONTRACT:**

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

**Basic Services of the Consultant:**

1. Real Estate Acquisition Services
2. Traffic Signal design
3. Traffic analysis
4. Traffic Control
5. Detour plans
6. Landscape Architecture/Streetscape Design
7. Environmental, wetland permitting, or testing services not listed above in our Scope of Services.
8. Construction Staking
9. Sanitary Sewer Design
10. Waterline Design
11. Design changes after previously approved design decisions
12. Multiple Bid Packages

**Resident Consultant Services:**

1. All on-site inspection activities included in the scope are noted above. No additional field inspection activities are included.
2. No on-site materials inspection or testing is included.
3. No fabrication inspection is included.
4. Review and/or inspection of all work relating to (Geotech)
5. Review and/or inspection of any work relating to temporary utility bypasses or other temporary facilities is not included.

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

The schedule for SE Adams Street, Veterans Parkway to SE Orilla Road is described as follows:

**Division I**

Notice to Proceed	November 2, 2021
Wetland Delineation (weather permitting)	November 2021
30% Concept Plans Complete	November 2021- January 2022
60% Preliminary Plans Complete	February 2022 – April 2022
Acquisition Exhibits Complete	April 2022
90% Design Plans Complete	May 2022 – June 2022
Final Plans for Bidding and Specifications Complete	July 2022 – October 2022
Project Letting	November 2022

**Division II**

Construction Administration	March 2023 - October 2023
Resident Construction Observation	March 2023 – October 2023

The above schedule shall be adjusted based on right-of-way and/or utility relocations and is contingent on the Proposed Water Tower construction schedule. If changes are encountered during design the schedule will be updated accordingly.

## ATTACHMENT 3

### SCHEDULE OF FEES

#### SE Adams Street HNTB Schedule of Rates

Rates are effective for services  
through January 1, 2023

Rates are subject to inflation and may be adjusted annually.

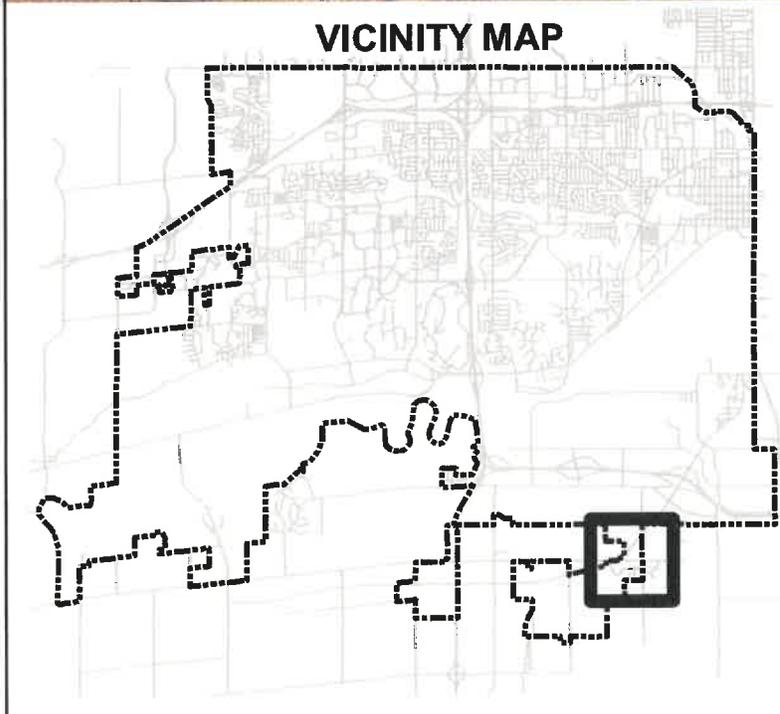
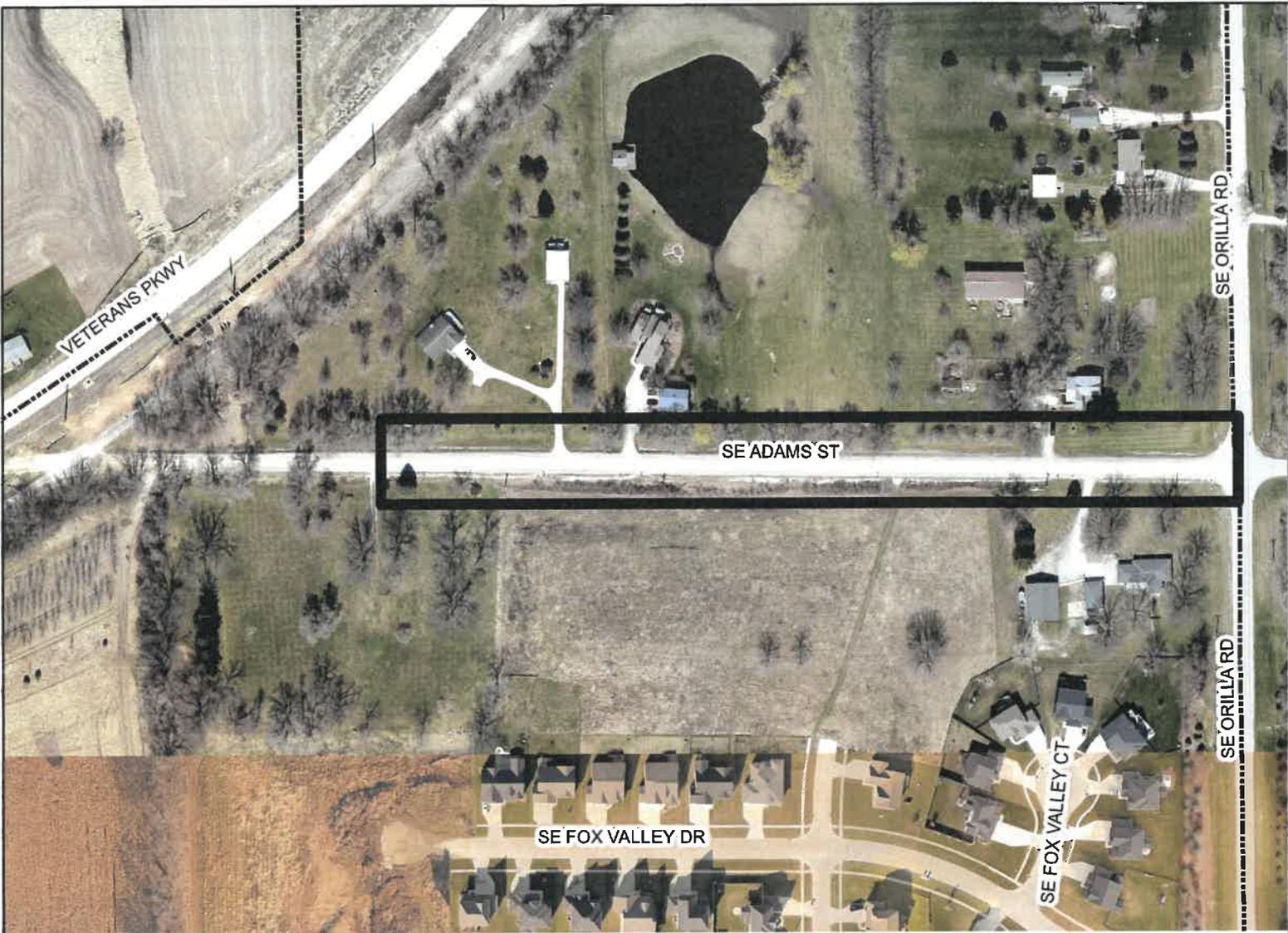
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<u>Position Classification</u>	<u>Hourly Billing Rate</u>
Group Director	\$ 280.00-350.00
Department Manager	\$ 180.00-290.00
Section Manager	\$ 180.00-240.00
Project Manager	\$ 130.00-300.00
Senior Technical Advisor	\$ 180.00-280.00
Project Engineer/Squad Leader	\$ 130.00-240.00
Field Representative	\$ 120.00-220.00
Engineer	\$ 70.00-160.00
Administrative Assistant	\$ 70.00-120.00
Office Business Manager	\$ 150.00-180.00
Project Analyst	\$ 65.00-140.00
*Inspector	\$ 90.00-120.00
Public Involvement	\$ 120.00-210.00
Planner	\$ 110.00-200.00
*Intern	\$ 60.00-90.00
*Technician	\$ 60.00-180.00

\*For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

#### Reimbursable Expenses:

1. All materials and supplies used in the performance to work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.



**LEGEND**

PROJECT LOCATION 



PROJECT:				<b>SE Adams Street</b>	
LOCATION:				<b>Veterans Parkway to SE Orilla Road</b>	
DRAWN BY: JPM		DATE: 10/26/2021		PROJECT NUMBER/NAME: 0510-078-2021	
					SHT. 1 of 1

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

**DATE: November 1, 2021**

**ITEM:**

Resolution - Accepting Public Improvements  
Mill Ridge Plat 5

**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 5 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 5.

**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	October 25, 2021		
Recommendation	Yes	No	Split

## **RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS**

**WHEREAS**, a Preliminary Plat for Mill Ridge 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 5 was submitted for review by the City Council of West Des Moines, Iowa, on August 2, 2021 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 5 at their meeting on August 2, 2021 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 March 17, 2020 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

### **Mill Ridge Plat 5**

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, the public sanitary sewer, storm sewer, and paving improvements for Mill Ridge Plat 5 are hereby accepted and are hereby dedicated for public purposes.

**PASSED AND APPROVED** this 1st day of November, 2021.

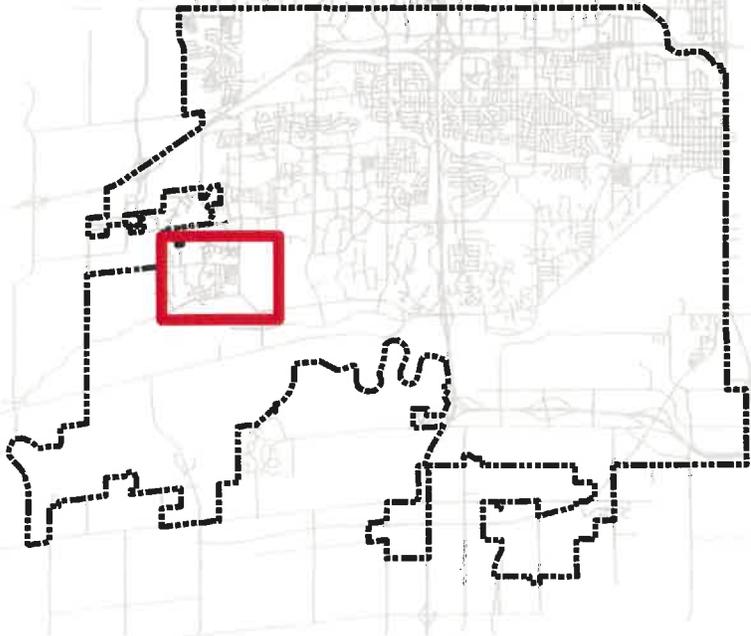
\_\_\_\_\_  
Steven K Gaer, Mayor

ATTEST:

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



**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**MILL RIDGE PLAT 5**

LOCATION:

**EXHIBIT "A"**

DRAWN BY: BJM

DATE: 10/25/2021

PROJECT NUMBER/NAME:

MILL RIDGE PLAT 5

SHT. 1 of 1

## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

**Meeting Date:** November 1, 2021

**ITEM:** Wendy's, 225 Grand Avenue – Approval and Acceptance of Lot Tie Agreement and Streetscape and Utility Easement – Wendy's West Maple, L.L.C. – SP-005129-2021

**Resolution: Approval and Acceptance of Lot Tie Agreement and Streetscape and Utility Easement**

**Background:** On June 21, 2021, the City approved the Wendy's Site Plan allowing the construction of a Wendy's restaurant on property located at 225 Grand Avenue and 301 Grand Avenue. As a condition of approval, the development was required by the City to provide a Lot Tie Agreement and Streetscape and Utility Easement, which the property owner has since provided.

**Staff Review & Comment:** The requirement for the development to provide the document(s) indicated above was reviewed by the City's Legal Department and found to be necessary for the development of the site. For policy and title purposes, formal acceptance by the City Council of property interests being conveyed to the City is required.

**Outstanding Issues:** There are no outstanding issues.

Staff would summarize the following:

- **Lot Tie Agreement:** Since the original Wendy's property (225 Grand Avenue) and the former Rassy's Bike Shop building (301 Grand Avenue) will both be utilized for the redevelopment of the Wendy's restaurant; the two properties will need to be tied together. A lot tie agreement has been executed by Wendy's West Maple, L.L.C. since they are now the owners of both properties.
- **Streetscape and Utility Easement:** 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 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 Grand Avenue.

**Recommendation:** Approve and Accept Lot Tie Agreement and Streetscape and Utility Easement.

**Lead Staff Member: Brian Portz**

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	November 1, 2021

**Staff Report Reviews:**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Agenda Acceptance <i>JP</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Committee	Development & Planning
Date Reviewed	n/a
Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa  
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

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### **RESOLUTION**

#### **A RESOLUTION APPROVING AND ACCEPTING DOCUMENT(S) CONVEYING PROPERTY INTERESTS TO THE CITY OF WEST DES MOINES, IOWA**

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa to approve the conveyance of all property interest to the City; and

**WHEREAS**, the following document(s) conveying property interests to the City have been presented to the City Council for approval;

A lot tie agreement from Wendy's West Maple, L.L.C.  
for the property at 225 Grand Avenue and 301 Grand Avenue;

and

A Streetscape and Utility Easement from Wendy's West Maple, L.L.C.  
for the property at 225 Grand Avenue and 301 Grand Avenue

And,

**WHEREAS**, it is in the best interests of the citizens of the City to approve and accept the above-described documents.

**NOW, THEREFORE**, the City Council does approve and accept the documents described above. Said documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** on November 1, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

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Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on November 1, 2021, by the indicated vote.

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

**ITEM:** Renewal of Main Street Iowa Program Agreement      **DATE:** November 1, 2021

**RESOLUTION:** Approval of Program Agreement

**FINANCIAL IMPACT:** The City will show its financial support by allocating hotel-motel tax revenue through City of West Des Moines hotel-motel tax requests process.

**BACKGROUND:** The Iowa Economic Development Authority has forwarded a three-party agreement to the Historic Valley Junction Foundation and City of West Des Moines. The agreement would continue the 34-year partnership between the three parties to allow Historic Valley Junction to maintain its status as a Main Street Iowa community. A resolution is needed from the City Council pledging their continued support and financial commitment for the MainStreet Iowa program in Historic Valley Junction. The agreement is a renewal and will be in effect until December 31, 2023.

The Historic Valley Junction Foundation Board approved the agreement on September 28, 2021.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the resolution to continue support and financial commitment for the Main Street Iowa program in Historic Valley Junction and that the Council authorize the Mayor to sign the Main Street Iowa Program Agreement.

**Lead Staff Member:** Clyde E. Evans, Director of Community and Economic Development

**STAFF REVIEWS**

Department Director	Clyde E. Evans, AICP	<i>CE</i>
Appropriations/Finance	<i>[Signature]</i>	
Legal	<i>[Signature]</i>	
Agenda Acceptance	<i>[Signature]</i>	

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

Published In	N/A
Date(s) Published	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

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

**ATTACHMENTS:**

Attachment I -  
Attachment II -

Resolution  
Main Street Agreement

**RESOLUTION NO. \_\_\_\_\_****Resolution of Support and Financial Commitment for the Main Street Program in Historic Valley Junction, West Des Moines by the City Council of West Des Moines, Iowa**

**WHEREAS**, an Agreement between the Iowa Economic Development Authority, the Historic Valley Junction Foundation, and the City of West Des Moines for the purpose of continuing the Main Street Iowa program in Historic Valley Junction; and

**WHEREAS**, this Agreement is pursuant to contractual agreements between the Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Historic Valley Junction in West Des Moines, Iowa; and

**WHEREAS** the City Council of West Des Moines endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of West Des Moines, Iowa, meeting in regular session on Monday, November 1, 2021, that the City of West Des Moines hereby agrees to support both financially and philosophically the work of the Historic Valley Junction Foundation, designates the Historic Valley Junction Foundation Board to supervise the Executive Director, and commits to appoint a city official to represent the City on the Historic Valley Junction Foundation Board. The source of funds to support the Historic Valley Junction Foundation will be Hotel-Motel Tax revenue or another source approved by the City Council.

**PASSED AND ADOPTED** this 1st day of November 2021.

\_\_\_\_\_  
Steven Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

## MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT ("Agreement") is entered into and executed by the Iowa Economic Development Authority (the "IEDA"), the City of West Des Moines (the "City"), and Historic Valley Junction Foundation (the "Local Main Street Program") (Individually "Party" and Jointly, the "Parties").

WHEREAS, the IEDA administers the Main Street Iowa Program (the "MSI Program"); and

WHEREAS, the City was selected to participate in the MSI Program in 1987 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

**SECTION I. The Local Main Street Program agrees to:**

1. Main Street Revitalization Focus:

- a. Maintain the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:

- a. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
- b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA's Main Street Iowa State Coordinator ("the Coordinator").
- c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
- d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
- e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
5. Main Street Economic Impact Reporting:
  - a. Submit economic impact reports to the Coordinator on or before established due date documenting the progress of the Local Main Street Program's activities.
  - b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.
6. National Main Street Accreditation:
  - a. Maintain Main Street America National Accreditation.
  - b. Maintain a "Main Street America Member Community" membership with Main Street America.
  - c. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
7. Training Requirements:
  - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
  - b. Any newly hired Executive Director will be required to participate in Main Street Orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
8. Demonstrated Support:
  - a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts of funding for the program, a commitment to appoint a City official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
  - b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.
9. Compliance:
  - a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
  - b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the

IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

- i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
- v. The City may reapply for Main Street Iowa designation.

**10. Main Street Re-Designation:**

- a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
- b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
- c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
  - i. Document local revitalization impacts through its partnership with Main Street Iowa;
  - ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
  - iii. Identify specific plans for future downtown/Main Street district revitalization;
  - iv. Set out future Main Street Iowa technical assistance needs; and
  - v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

**SECTION II. The CITY agrees to:**

**1. Main Street Revitalization Support:**

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.
4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

**SECTION III. The IEDA agrees to:**

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
  - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
  - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
  - c. Conduct an on-site partnership visit at least once every two years.
  - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
  - a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
  - b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities.
  - c. Offer optional regional training sessions.
  - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.
5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

**SECTION IV. The PARTIES hereto otherwise agree as follows:**

1. The term of this Agreement shall be for a period of twenty-four (24) months beginning January 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

**IN WITNESS WHEREOF, the parties have executed this agreement.**

BY: \_\_\_\_\_  
Mayor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Printed Name

West Des Moines, IA  
City

BY: \_\_\_\_\_  
Board President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President Printed Name

Historic Valley Junction Foundation  
Local Main Street Program

BY: \_\_\_\_\_  
Deborah V. Durham, Director  
Iowa Economic Development Authority

\_\_\_\_\_  
Date

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

**ITEM:** Setting Dates of Consultation Meeting and the Public Hearing **DATE:** November 1, 2021 for Amendment No. 6 to the Alluvion Urban Renewal Plan - City Initiated

**RESOLUTION:** Establish Consultation Meeting date and Public Hearing date for Amendment No. 6 to the Alluvion Urban Renewal Plan - City Initiated

**FINANCIAL IMPACT:** The City will be entering into a development agreement to reimburse Microsoft Corporation in the form of an additional economic development grant of \$1,705,000. In addition, the City will be expending funds for the construction of infrastructure to support the project, construction of SE County Line Road between SE Soteria Avenue and SE Orilla Road and SE Adams Street from Veterans Parkway to SE Orilla Road. The entire cost of the infrastructure improvements should not exceed \$11,500,000.

**BACKGROUND:** The City Council approved the Alluvion Urban Renewal Plan in 2014, Amendment No. 1 was approved in 2015, Amendment No. 2 was in 2016, Amendment No. 3 was in 2018, Amendment No. 4 was in 2019 and Amendment No 5 was in August of this year.

Staff has identified the need to amend the Alluvion Urban Renewal Plan to identify three projects within the Area. Staff has been working with Microsoft on the Ginger East data center project. According to state law, Urban Renewal Plans must be amended to identify all projects potentially utilizing TIF and/or to add land area.

This plan must be amended to allow for projects being funded with TIF, which include public infrastructure projects. The Plan must also be amended to include an additional 14.37 acres of land area. 9.48 acres is located along the west side of SE Orillia Road. 4.89 acres is just south of County Line Road and is within the 2-mile extraterritorial boundary for the City of Norwalk. On October 7, 2021, the City of Norwalk adopted a resolution allowing the land to be included within the Alluvion Urban Renewal Plan. A copy of the resolution can be found as Exhibit D in the attached Amendment No. 6 of Alluvion Urban Renewal Plan (Exhibit I).

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment.

**RECOMMENDATION:** Staff recommends that the City Council approve a resolution setting November 10, 2021, as the consultation meeting date and December 6, 2021, as the public hearing date for Amendment No. 6 to the Alluvion Urban Renewal Plan.

**Lead Staff Member:** J. Bradley Munford, Business Development Coordinator

**STAFF REVIEWS**

Department Director	Clyde E. Evans, AICP, Director, Community and Economic Development
Appropriations/Finance	
Legal	
Agenda Acceptance	



**AMENDMENT NO. 6  
TO THE  
ALLUVION  
URBAN RENEWAL PLAN  
for the  
ALLUVION  
URBAN RENEWAL AREA  
CITY OF WEST DES MOINES, IOWA**

**Original Plan – 2014  
Amendment No. 1 – 2015  
Amendment No. 2 – 2016  
Amendment No. 3 – 2018  
Amendment No. 4 – 2019  
Amendment No. 5 – 2021  
Amendment No. 6 – 2021**

**Amendment No. 6  
to the  
Alluvion Urban Renewal Plan  
City of West Des Moines, Iowa**

**INTRODUCTION**

The Alluvion Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Alluvion Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 2014 and subsequently amended five times, is being further amended by this Amendment No. 6 to the Plan (“Amendment No. 6” or “Amendment”) to update the description of a previously approved urban renewal project, to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area, and to add land to the Urban Renewal Area.

Except as modified by this Amendment No. 6, 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. 6 shall control. Any subsections not mentioned in this Amendment No. 6 shall continue to apply to the Plan, as previously amended.

**DESCRIPTION OF AREA**

The land included in the Urban Renewal Area by the original Plan, and the land added by subsequent amendments are referred to as the different subareas or subdistricts 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. 6 Subarea." The legal description of the land being added to the Area by this Amendment is attached hereto as Exhibit A and a map showing the Amendment No. 6 Subarea is attached as Exhibit B. A map of the entire Urban Renewal Area, as previously amended, and identifying the Amendment No. 6 Subarea, is attached as Exhibit C.

**BASE VALUE**

The base value for the purposes of Tax Increment Financing (“TIF”) of the property in the Amendment No. 6 Subarea shall be the assessed value as of January 1 of the calendar year preceding the year in which the property is added to the applicable TIF ordinance. It may be that the multiple TIF ordinances are adopted for the properties within the Amendment No. 6 Subarea, such that base values may vary among the properties in the Amendment No. 6 Subarea. Nothing in this Amendment otherwise affects other already established frozen base values for any other Subarea.

## **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.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended, and this Amendment. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

## **UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous projects were previously approved for the Urban Renewal Area and are continuing. With the adoption of this Amendment No. 6, the City is updating the description of the following urban renewal project which was originally approved in Amendment No. 5 the Plan.

A. *Microsoft Corporation (or related entities)*: The City plans to enter into a development agreement with Microsoft related to Microsoft constructing a data center building totaling approximately 250,000 square feet and related site improvements in the Area ("Microsoft Project"). Microsoft would agree to a minimum assessment agreement setting a minimum assessed value of the Microsoft Project and the creation of at least 39 Full Time Equivalent Jobs. Subject to the terms and conditions of the future development agreement, the City expects to construct public improvements, including road improvements, water distribution, and sanitary sewer improvements, in support of the Microsoft Project (all described under "Public Improvements" in Amendment No. 5 to the Plan). In addition, the City expects to provide an economic development grant of not to exceed \$1,705,000 to incent private investment in the Microsoft Project, subject to certain conditions set forth in the detailed development agreement. Project amounts and terms and conditions may vary upon completion of a development agreement.

## **ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 6)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment No. 6 include:

**1. Public Improvements**

Project Description	Estimated Project Timeframe	Estimated Cost to be Paid with Tax Increment	Rationale for Project
<p>SE County Line Road – Veterans Parkway to SE Soteria Avenue. Reconstruction &amp; realignment of SE County Line Road from rural 2-lane roadway to 4-lane urban undivided roadway (2 northern lanes initially), construction of new culdesac on west end of SE County Line Court, reconstruction of portions of SE Soteria Avenue to accommodate removal of SE Maffitt Lake Road intersection, modifications to Great Western Trail to accommodate pedestrian underpass, storm sewer, watermain, multi-use trail, sidewalk, and streetlights.</p>	2021-2023	\$7,500,000	Support economic development and provide the necessary infrastructure to accommodate traffic and utility demands.
<p>SE County Line Road – Veterans Parkway to SE Orilla Road. Construction of 3-lane urban roadway, storm sewer, watermain, fiber conduit, multi-use trail, sidewalk, and streetlights.</p>	2022-2023	\$2,500,000	Support economic development and provide the necessary infrastructure to accommodate traffic and utility demands.
<p>SE Adams Street – Veterans Parkway to SE Orilla Road. Reconstruction of SE Adams Street from rural 2-lane roadway to 2-lane urban roadway from SE Orilla Road to the site of a new West Des Moines Water Works water tower and abandonment of SE Adams Street from the water tower site to Veterans Parkway. City’s portion of the project is anticipated to include installation of storm sewer, conduit and streetlights. The project is also anticipated to include installation of watermain and sidewalks, but those components are anticipated to be installed by third parties.</p>	2022-2023	\$1,500,000	Support economic development and provide the necessary infrastructure to accommodate traffic and utility demands.

	<b>Total:</b>	<b>\$11,500,000</b>	
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**2. 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 \$10,000,000.

**3. 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 \$50,000

**FINANCIAL DATA**

1.	July 1, 2021 constitutional debt limit:	\$468,115,757
2.	Current outstanding general obligation debt:	\$255,871,703
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Update to Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 6) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 6 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 Update to Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 6) as described above will be approximately as indicated in the adjacent column:	<u>Update to Previously Approved Urban Renewal Projects:</u> \$1,705,000  <u>Eligible Urban Renewal Projects (Amendment No. 6):</u> \$21,550,000  (These amounts do not include costs related to financing which may be incurred over the life of the Area.)

**CONSENT OF THE CITY OF NORWALK**

Some of the property in the Amendment No. 6 Subarea includes land that is outside of, but within two miles of the City's boundaries, and is located within the City of Norwalk, State of Iowa. Section 403.17(4) of the Code of Iowa provides that no property may be included in a city's urban renewal area that lies in a neighboring city "unless a resolution has been adopted by the governing body of the [neighboring] city declaring a need to be included in the area." The City of Norwalk has passed such a resolution. A copy of the Resolution is attached as Exhibit "D". The original, signed Resolution is on file with the West Des Moines City Clerk's office.

### URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

#### **EFFECTIVE PERIOD**

This Amendment No. 6 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

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. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

#### **REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

**EXHIBIT A**

**LEGAL DESCRIPTION OF AMENDMENT NO. 6 SUBAREA  
TO BE ADDED TO THE URBAN RENEWAL AREA**

THAT PART OF SECTIONS 2 AND 3, TOWNSHIP 77 NORTH, RANGE 25 WEST,  
WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE ON AN ASSUMED BEARING OF NORTH 89°53'34" EAST, ALONG THE  
NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE  
NORTHEAST CORNER OF SAID SECTION 3 AND NORTHWEST CORNER OF  
SAID SECTION 2;

THENCE NORTH 89°53'34" EAST, ALONG THE NORTH LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 2, FOR A DISTANCE OF 337.65  
FEET;

THENCE SOUTH 00°06'26" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-  
WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY  
LINE, 270.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 50TH  
AVENUE;

THENCE SOUTH 01°13'17" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY  
LINE, 129.70 FEET;

THENCE SOUTH 88°46'43" WEST, 117.00 FEET TO THE WESTERLY RIGHT-OF-  
WAY LINE OF 50TH AVENUE;

THENCE NORTH 01°13'17" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY  
LINE, 115.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST  
COUNTY LINE ROAD;

THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY  
LINE, 2879.90 FEET;

THENCE NORTH 70°06'29" WEST, 54.23 FEET TO THE SOUTHERLY RIGHT-OF-  
WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE NORTH 89°50'37" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY  
LINE, 1182.18 FEET TO ITS INTERSECTION WITH A LINE RUNNING PARALLEL  
WITH AND 250 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-  
WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE NORTH 40°43'02" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 43.44 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE SOUTH 89°50'37" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, FOR A DISTANCE OF 1494.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LAND CONSISTS OF APPROXIMATELY 212,880 SQUARE FEET BEING APPROXIMATELY 4.89 ACRES.

AND

LOT EIGHT (8) BRUBAKER ESTATE, AN OFFICIAL PLAT, POLK COUNTY, IOWA EXCEPT: COMMENCING AT THE SW CORNER OF SAID SECTION 34 WITH THE SOUTH LINE OF SAID SECTION HAVING AN ASSUMED TRUE BEARING OF N 90°00' E, WITH ALL SUBSEQUENT BEARINGS REFERENCED THEREFROM; THENCE N 0°23' W, A DISTANCE OF 33 FEET; THENCE N 90°00' E, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE N 0°23' W, A DISTANCE OF 488.6 FEET; THENCE N 90°00' E, A DISTANCE OF 1,104 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, GREAT WESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RAILROAD NORTHWESTERLY RIGHT-OF-WAY LINE FORMED BY A SPIRAL CURVE, CONCAVE SOUTHEASTERLY, A DISTANCE OF 233.8 FEET TO THE POINT OF CURVE (PC); THENCE S 40°35' W, A DISTANCE OF 409.5 FEET; THENCE N 90°00' W, A DISTANCE OF 680.5 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 10.0 ACRES MORE OR LESS,

AND EXCEPT

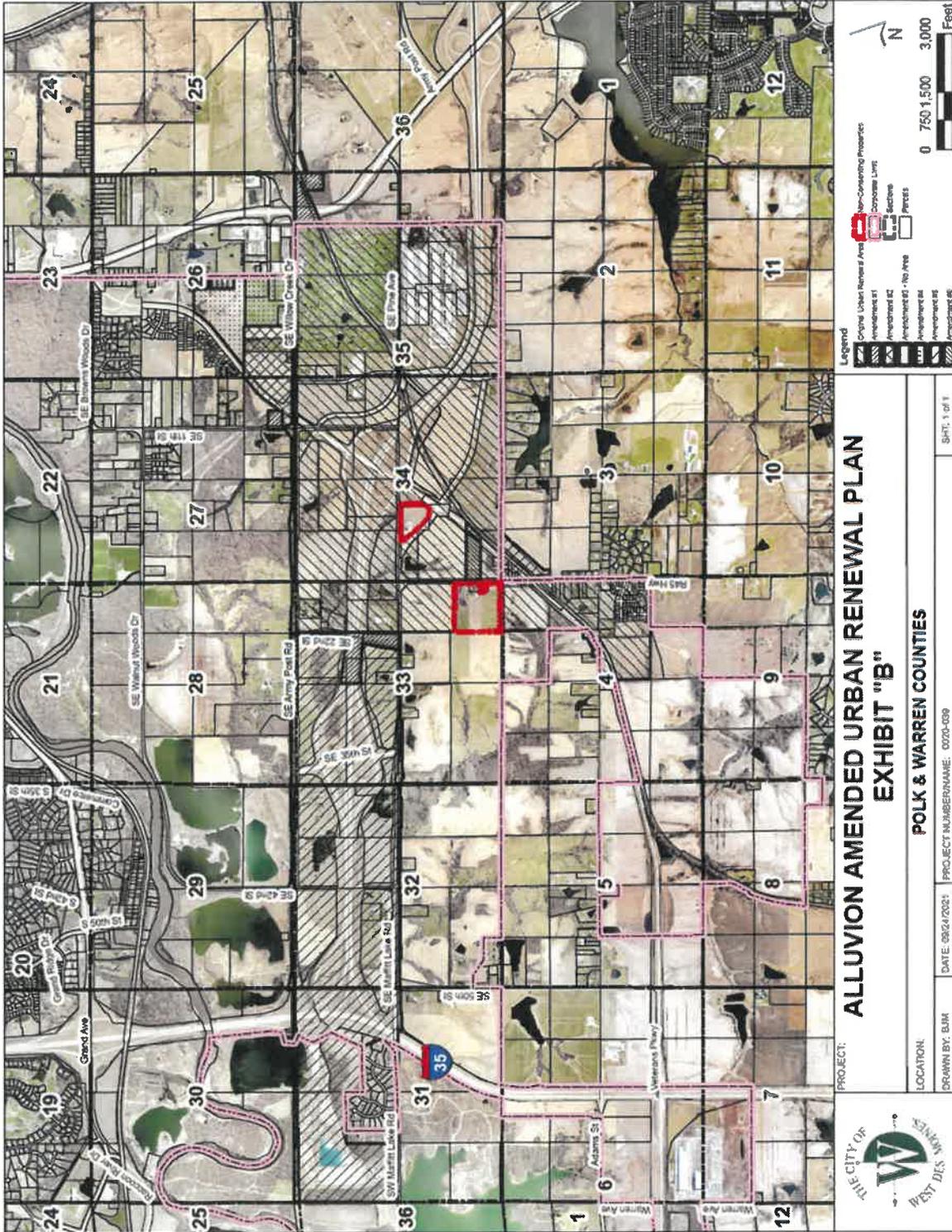
PARCEL 007-17-F OF SAID LOT 8 AS SHOWN IN THE WARRANTY DEED CONVEYED TO THE CITY OF WEST DES MOINES IN BOOK 16653 ON PAGE 73 IN THE POLK COUNTY RECORDER'S OFFICE.





EXHIBIT C

MAP OF ALLUVION URBAN RENEWAL AREA, AS AMENDED,  
AND IDENTIFYING THE AMENDMENT NO. 6 SUBAREA



ALLUVION AMENDED URBAN RENEWAL PLAN  
EXHIBIT "B"

POLK & WARREN COUNTIES

PROJECT NUMBER/NAME: 0070-039

SHT: 1 of 1

Legend

- Original Urban Renewal Area
- Investment #1
- Investment #2
- Investment #3 - No Area
- Investment #4
- Investment #5
- Investment #6
- Investment #7
- Investment #8
- Investment #9
- Investment #10
- Investment #11
- Investment #12
- Investment #13
- Investment #14
- Investment #15
- Investment #16
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- Investment #28
- Investment #29
- Investment #30
- Investment #31
- Investment #32
- Investment #33
- Investment #34
- Investment #35
- Investment #36

Scale: 0 750 1,500 3,000 Feet



**EXHIBIT D**

**RESOLUTION NO. 21199**

**Resolution consenting to the inclusion of non-taxable, right of way property located in the City of Norwalk, in the City of West Des Moines' Alluvion Urban Renewal Area**

WHEREAS, the City of West Des Moines, Iowa, ("West Des Moines") is proposing to adopt an Amendment No. 6 ("Amendment") to the Alluvion Urban Renewal Plan ("Plan") for the Alluvion Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), in order to undertake activities authorized by the Urban Renewal Law, some of those activities to take place on non-taxable, right of way property located in the City of Norwalk, Iowa ("Norwalk Property"); and

WHEREAS, the City of West Des Moines does not anticipate adopting a TIF Ordinance covering the Norwalk Property that is being added to the Urban Renewal Area under the Amendment; and

WHEREAS, Section 403.17(4) of the Code of Iowa provides that no property may be included in a city's urban renewal area that lies in a neighboring city "unless a resolution has been adopted by the governing body of the [neighboring] city declaring a need to be included in the area.":

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, as follows:**

**Section 1.** The City of Norwalk declares a need to have the Norwalk Property included in the City of West Des Moines' Alluvion Urban Renewal Area as depicted in the proposed Amendment, a copy of which has been provided to the City of Norwalk.

**Section 2.** The City of Norwalk further authorizes the governing body of the City of West Des Moines to pass any resolution necessary to designate the Norwalk Property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

**Section 3.** This resolution is contingent on the City of West Des Moines not adopting an ordinance pursuant to Iowa Code Section 403.19 implementing tax increment financing on the Norwalk Property absent express written permission of the City of Norwalk

Passed and approved October 7, 2021.

  
Tom Phillips, Mayor

  
ATTEST: Lindsey Offenburger, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riva	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND  
 A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6  
 TO THE ALLUVION URBAN RENEWAL PLAN IN THE CITY  
 OF WEST DES MOINES, STATE OF IOWA

WHEREAS, by Resolution No. 14-05-19-14, adopted May 19, 2014, 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 Alluvion Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Alluvion Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Polk County Recorder and the Warren County Recorder; and

WHEREAS, the Plan has subsequently been amended, lastly by an Amendment No. 5 to the Plan adopted on August 2, 2021; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED;

AND,

THE SOUTH ONE-HALF OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED;

AND,

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED;

AND,

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA;

AND,

SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA;

AND,

THE WEST ONE-HALF OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA;

AND,

THE WEST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 35;  
AND,  
THE EAST ONE-HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, WARREN COUNTY, IOWA;  
AND,  
THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4;  
AND,  
AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 4;  
AND,  
AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, WARREN COUNTY, IOWA ALSO KNOWN AS TAX PARCEL ID No. 93025040263 FORMALLY ALL OR IN PART OF THE CHICAGO & NORTHWESTERN TRANSPORTATION CO. RIGHT-OF-WAY.

ALL OF WHICH IS DESCRIBED AS:

BEGINNING AT SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER (E.1/2-SE.1/4) OF SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-SE.1/4 OF SAID SECTION 28 TO THE INTERSECTION OF THE WEST LINE OF THE E.1/2-SE.1/4 OF SAID SECTION 28 AND THE NORTHERLY RIGHT-OF-WAY LINE OF ARMY POST ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE EASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD THROUGH THE SOUTH ONE-HALF OF SECTIONS 28 AND 27, AND THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW.1/4) OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE SW.1/4 OF SAID SECTION 26 TO THE NORTHWEST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER (W.1/2-NE.1/4) OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA; THENCE EAST ALONG THE NORTH LINE OF THE W.1/2-NE.1/4 TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER (W.1/2-NE.1/4) OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA; THENCE SOUTH ALONG

THE EAST LINE OF THE W.1/2-NE.1/4 OF SAID SECTION 35 AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER (W.1/2-SE.1/4) OF SAID SECTION 35 TO THE SOUTHEAST CORNER OF THE W.1/2-SE.1/4 OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 35, AND 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA TO THE NORTHEAST CORNER OF THE NORTHEAST FRACTIONAL QUARTER (NE.FRAC.1/4) OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, WARREN COUNTY, IOWA; THENCE SOUTH ALONG THE EAST LINE OF THE NE.FRAC.1/4 OF SAID SECTION 4 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE.1/4) OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF THE SE.1/4 OF SAID SECTION 4 AND ALONG THE EAST LINE OF FOX VALLEY PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, WARREN COUNTY, IOWA TO THE SOUTHEAST CORNER OF SAID FOX VALLEY PLAT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID FOX VALLEY PLAT 1 AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER (N.1/2-SE.1/4) OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF THE N.1/2-SE.1/4 OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE.1/4) OF SAID SECTION 4 TO THE NORTHWEST CORNER OF THE SE.1/4 OF SAID SECTION 4; THENCE EAST ALONG THE NORTH LINE OF THE SE.1/4 OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW.1/4-NE.1/4) OF SAID SECTION 4, ALSO KNOWN AS TAX PARCEL ID No. 93025040263 FORMERLY ALL OR IN PART A PORTION OF THE CHICAGO & NORTHWESTERN TRANSPORTATION CO. RIGHT-OF-WAY AS IT WAS PREVIOUSLY ESTABLISHED; THENCE NORTHEASTERLY ALONG SAID TAX PARCEL No. 93025040263 TO THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST FRACTIONAL QUARTER (E.1/2-NE.FRAC.1/4) OF SAID SECTION 4; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-NE.FRAC.1/4 OF SAID SECTION 4 TO THE SOUTHWEST CORNER OF EAST ONE-HALF OF SOUTHEAST QUARTER (E.1/2-SE.1/4) OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-SE.1/4 OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER (E.1/2-NE.1/4) OF SAID SECTION 33; THENCE NORTH ALONG THE WEST LINE OF THE E.1/2-NE.1/4 OF SAID SECTION 33 TO THE POINT OF BEGINNING;

**EXCEPT,**

A PORTION OF LOTS 3 AND 5, BRUBAKER ESTATE, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA, IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 00°12'58" E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF

MAFFITT LAKE COURT, AS IT IS PRESENTLY ESTABLISHED (FORMERLY KNOWN AS S.W. 72<sup>ND</sup> AVENUE), AND TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°12'58" E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 592.08 FEET; THENCE S 32°34'31" W A DISTANCE OF 166.81 TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE N 89°54'37" W ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 193.33 FEET; THENCE NORTHWESTERLY ALONG A 1886.50 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY WHOSE CHORD HAS A BEARING OF N 48°10'18" W AND A CHORD LENGTH OF 444.51 FEET, A DISTANCE OF 445.55 FEET; THENCE N 40°01'54" W, A DISTANCE OF 73.68 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID POINT BEING 440.54 FEET SOUTH OF THE N.W. CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE EAST LINE OF SAID LOT 5; THENCE CONTINUING N 40°01'54" W, A DISTANCE OF 394.62 FEET; THENCE N 03°09'43" E, A DISTANCE OF 78.90 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE COURT, SAID POINT BEING 60.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 5; THENCE S 89°54'30" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE COURT, PARALLEL WITH AND 60.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 5 AND 3, A DISTANCE OF 909.00 FEET TO THE POINT OF BEGINNING;

**AND EXCEPT,**

AN IRREGULAR SHAPED PORTION OF LOT 8, BRUBAKER ESTATE DESCRIBED AS;

LOT 8 (8) BRUBAKER ESTATE, AN OFFICIAL PLAT, POLK COUNTY, IOWA EXCEPT: COMMENCING AT THE SW CORNER OF SAID SECTION 34 WITH THE SOUTH LINE OF SAID SECTION HAVING AN ASSUMED TRUE BEARING OF N 90°00' E, WITH ALL SUBSEQUENT BEARINGS REFERENCED THEREFROM; THENCE N 0°23' W, A DISTANCE OF 33 FEET; THENCE N 90°00' E, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE N 0°23' W, A DISTANCE OF 488.6 FEET; THENCE N 90°00' E, A DISTANCE OF 1,104 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, GREAT WESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RAILROAD NORTHWESTERLY RIGHT-OF-WAY LINE FORMED BY A SPIRAL CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 233.8 FEET TO THE POINT OF CURVE (PC); THENCE S 40°35' W, A DISTANCE OF 409.5 FEET; THENCE N 90°00' W, A DISTANCE OF 680.5 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 10.0 ACRES MORE OR LESS;

**AND EXCEPT,**

THE SOUTH 36.50 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>th</sup> P.M., WEST DES MOINES, POLK COUNTY, IOWA, EXCEPT THE NORTH 150 FEET OF THE SOUTH 532.2 FEET OF THE EAST 290 FEET THEREOF;

AMENDMENT NO. 1 AREA

PART 1

A TRACT OF LAND IN SECTIONS 28 AND 33 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN AMENDMENT NO. 1 OF THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTH RIGHT-OF-WAY LINE OF MAFFITT LAKE ROAD;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MAFFITT LAKE ROAD, A DISTANCE OF 465.89 FEET;

THENCE NORTH, A DISTANCE OF 33 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 10<sup>0</sup>36'53" EAST (ASSUMED BEARING), A DISTANCE OF 957.67 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5;

THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID RELOCATED HIGHWAY 5, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE NORTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5;

THENCE EAST, ALONG NORTH RIGHT-OF-WAY LINE OF RELOCATED HIGHWAY 5, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 22<sup>ND</sup> STREET;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 22<sup>ND</sup> STREET, TO THE SOUTH RIGHT-OF-WAY LINE OF ARMY POST ROAD;

THENCE CONTINUING NORTH, NORMAL TO THE CENTERLINE OF SAID ARMY POST ROAD, TO THE NORTH RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 78 NORTH, RANGE 25 NORTH OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE POINT OF BEGINNING.

## PART 2

A TRACT OF LAND IN SECTIONS 26 AND 27 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN AMENDMENT No. 1 TO THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27; TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ARMY POST ROAD, TO THE WEST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET;

THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, TO A POINT LOCATED 685 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27;

THENCE EAST, TO A POINT 685 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27 LOCATED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH  $89^{\circ}33'31''$  EAST (ASSUMED BEARING), A DISTANCE OF 445.00 FEET;

THENCE SOUTH  $00^{\circ}00'00''$  EAST (ASSUMED BEARING), A DISTANCE OF 360.00 FEET;

THENCE NORTH  $89^{\circ}33'31''$  WEST (ASSUMED BEARING), A DISTANCE OF 400.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET;

THENCE SOUTH, ALONG THE EAST RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE EXTENDED OF FORMER SOUTH 11<sup>TH</sup> STREET, TO THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD, SAID LINE IS ALSO THE NORTH LINE OF THE ORIGINAL ALLUVION URBAN RENEWAL PLAN;

THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ARMY POST ROAD (NORTH LINE OF ORIGINAL ALLUVION URBAN RENEWAL PLAN), TO THE POINT OF BEGINNING.

### PART 3

A TRACT OF LAND IN SECTIONS 35 AND 36 IN TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF DES MOINES, POLK COUNTY, IOWA, IS INCLUDED IN AMENDMENT NO. 1 TO THE ALLUVION URBAN RENEWAL PLAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 78 NORTH RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 35, TO THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH  $00^{\circ}13'15''$  EAST (ASSUMED BEARING), ALONG THE WEST LINE OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, A DISTANCE OF 254.16 FEET;

THENCE NORTH  $73^{\circ}58'30''$  EAST (ASSUMED BEARING), A DISTANCE OF 526.10 FEET;

THENCE SOUTH 89°58'00" EAST (ASSUMED BEARING), A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°02'00" WEST (ASSUMED BEARING), A DISTANCE OF 37.64 FEET;

THENCE SOUTH 73°58'30" WEST (ASSUMED BEARING), A DISTANCE OF 577.89 FEET, TO THE EAST LINE OF SECTION 35, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN;

THENCE SOUTH 00°13'15" EAST (ASSUMED BEARING), A DISTANCE OF 398.04 FEET ALONG THE EAST LINE OF SAID SECTION 35;

THENCE SOUTH 89°46'45" WEST (ASSUMED BEARING), A DISTANCE OF 450.00 FEET;

THENCE NORTH 00°13'15" WEST (ASSUMED BEARING), A DISTANCE OF 423.04 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF SAID GREAT WESTERN TRAIL, TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, TO THE POINT OF BEGINNING

#### AMENDMENT NO. 2 AREA

FOUR TRACTS OF LAND IN SECTIONS 3 AND 4 IN TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF NORWALK AND WARREN COUNTY, IOWA, AND SECTIONS 26, 27 AND 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST DES MOINES, POLK COUNTY, IOWA ARE INCLUDED IN AMENDMENT NO. 2 OF THE ALLUVION URBAN RENEWAL PLAN AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### TRACT 1

BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF NORWALK, WARREN COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 3, TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 3 AND A LINE 250 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE SOUTHWESTERLY, ALONG A LINE 250 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL, TO A POINT 250 FEET EAST OF THE WEST LINE OF SAID SECTION 3;

THENCE SOUTH, ALONG A LINE 250 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 3, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, TO SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTH, ALONG THE WEST LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

## TRACT 2

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARREN COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 617.05 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH  $01^{\circ}40'20''$  EAST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH  $88^{\circ}19'40''$  EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH  $88^{\circ}19'40''$  EAST, A DISTANCE OF 170.00 FEET;

THENCE NORTHEASTERLY, TO THE NORTHWEST CORNER OF PARCEL "B" AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 1999, PAGE 3597 AND DEPICTED ON A PLAT OF SURVEY RECORDED IN IRREGULAR PLAT BOOK 12, PAGE 2 OF 77-25 IN THE OFFICE OF THE WARREN COUNTY RECORDER;

THENCE NORTH 62°17'33" EAST (ASSUMED BEARING), ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 291.2 FEET;

THENCE NORTH 04°12'35" EAST (ASSUMED BEARING), ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 97.08 FEET;

THENCE SOUTH 89°58'00" EAST (ASSUMED BEARING), ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 230.57 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 122.74 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTHWESTERLY, ALONG A 2,814.83 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WITH A CHORD BEARING OF SOUTH 51°01'01" WEST (PLATTED ASSUMED BEARING), A DISTANCE OF 225.85 FEET (PLATTED), SAID LINE BEING THE NORTH LINE OF THE GREAT WESTERN TRAIL;

THENCE NORTH 36°41'04" WEST (PLATTED), A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENCY ON A CURVE;

THENCE SOUTHWESTERLY, ALONG A 2,764.83 RADIUS CURVE CONCAVE NORTHWESTERLY WITH A CHORD BEARING OF SOUTH 56°55'33" WEST (ASSUMED BEARING), A DISTANCE OF 353.69 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL "B", SAID LINE BEING THE NORTH LINE OF THE GREAT WESTERN TRAIL;

THENCE SOUTHWESTERLY, ALONG A 2,764.83 RADIUS CURVE CONCAVE NORTHWESTERLY WITH A CHORD BEARING OF SOUTH 60°51'42" WEST (ASSUMED BEARING), A DISTANCE OF 26.17 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, TO THE POINT OF BEGINNING.

### TRACT 3

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 27, TO THE NORTH RIGHT OF WAY LINE OF SE ARMY POST ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE WEST, ALONG THE NORTH RIGHT OF WAY LINE AND RIGHT OF WAY LINE EXTENDED OF SE ARMY POST ROAD, TO THE EAST RIGHT OF WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, SAID POINT BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN;

THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE EXTENDED AND THE EAST RIGHT OF WAY LINE OF FORMER SOUTH 11<sup>TH</sup> STREET, SAID LINE BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN, TO A POINT 325 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 27, SAID POINT BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN;

THENCE NORTH 89<sup>0</sup>33'31" EAST (ASSUMED BEARING), SAID LINE BEING ON THE SOUTH LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN, A DISTANCE OF 400 FEET;

THENCE NORTH 00<sup>0</sup>00'00" WEST, SAID LINE BEING ON THE EAST LINE OF AMENDMENT NUMBER 1 OF THE ALLUVION URBAN RENEWAL PLAN, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SE VETERANS PARKWAY;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SE VETERANS PARKWAY, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, TO THE NORTHWEST CORNER OF PLEASANT RIDGE HEIGHTS, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID PLEASANT RIDGE HEIGHTS, TO THE NORTHEAST CORNER OF LOT 6 OF SAID PLEASANT RIDGE HEIGHTS;

THENCE SOUTH, ALONG THE EAST LINE OF LOT 6 OF SAID PLEASANT RIDGE HEIGHTS, TO THE NORTH RIGHT OF WAY LINE OF SE ARMY POST ROAD;

THENCE WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SE ARMY POST ROAD, TO THE POINT OF BEGINNING.

TRACT 4

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, BRUBAKER ESTATE, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,247.86 FEET, TO THE POINT OF BEGINNING;

THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 8, TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTHWESTERLY, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 533.41 FEET;

THENCE NORTH  $89^{\circ}50'46''$  WEST (ASSUMED BEARING), A DISTANCE OF 163.45 FEET;

THENCE NORTHEASTERLY ALONG A 2,867.50 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WITH A CHORD BEARING NORTH  $36^{\circ}34'30''$  EAST (ASSUMED BEARING) AND A CHORD DISTANCE OF 458.91 FEET, A DISTANCE OF 423.63 FEET, TO A POINT OF TANGENCY;

THENCE NORTH  $32^{\circ}40'20''$  EAST (ASSUMED BEARING), A DISTANCE OF 35.76 FEET, TO THE POINT OF BEGINNING.

AMENDMENT NO. 3

Did not add or remove land.

AMENDMENT NO. 4 AREA

All that part of Lots "A", "B", 1, 2, 3, 4 and 5 of Pleasant Ridge Heights, an Official Plat, AND the Southwest Quarter (SW1/4) of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., all now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows: Beginning at the intersection of the North Right of Way of SE Willow Creek Drive, formerly SE Army Post Road and the East line of the SW1/4 of said Section 26; Thence West along said North Right of Way of SE Willow Creek Drive and the South lines of Lots 4, 1 and 5 of said Pleasant Ridge Heights, to the Southwest Corner of said Lot 5 and Southeast corner of Lot 6 Pleasant Ridge Heights;

Thence North along the East line of said Lot 6 and the West lines of Lots 5 and 1 of said Pleasant Ridge Heights, to the Northwest corner of said Lot 1 and the Northeast corner of said Lot 6;

Thence West along the north line of Lots 6 and 7 of Pleasant Ridge Heights and the projection west thereof, to the West Right of Way line of Veterans Parkway;

Thence Northeast along the West Right of Way line of Veterans Parkway to the intersection of the North line of the SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in the City of West Des Moines, Polk County, Iowa;

Thence East, along the North line of said SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, to the Intersection of the Northerly projection of the West line of Quinn's Acres, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa and the North line of the SW1/4 of said Section 26;

Thence South along the Northerly projection of the West line of said Quinn's Acres, a distance of 409.75 feet;

Thence East, 409.75 feet South of and parallel to the North line of the SW1/4 of said Section 26, to the West Right of Way line of SE 1<sup>st</sup> Street;

Thence South, along the West Right of Way line of SE 1<sup>st</sup> Street a distance of 60 feet;

Thence West 469.75 feet South of and parallel to the North line of the SW1/4 of said Section 26, to the Northerly projection of the West line of Quinn's Acres;

Thence South, along the Northerly projection of the West line of Quinn's Acres, to the Northwest corner of Lot 1 of said Quinn's Acres;

Thence continuing South, along the West line of Quinn's Acres to the Southwest corner of Lot 3 of said Quinn's Acres;

Thence East, along the South line of said Lots 3 and A of said Quinn's Acres to the Southeast corner of said Quinn's Acres, being a point on the East line of the SW1/4 of Section 26, Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa;

Thence South, along the East line of the SW1/4 of said Section 26, to the Point of Beginning

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 6 to the Plan ("Amendment No. 6" 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 update the description of a previously approved urban renewal project, to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area, and to add land to 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. 6 adds the following land to the Urban Renewal Area:

THAT PART OF SECTIONS 2 AND 3, TOWNSHIP 77 NORTH, RANGE 25 WEST, WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE ON AN ASSUMED BEARING OF NORTH 89°53'34" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE NORTHEAST CORNER OF SAID SECTION 3 AND NORTHWEST CORNER OF SAID SECTION 2;

THENCE NORTH 89°53'34" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, FOR A DISTANCE OF 337.65 FEET;

THENCE SOUTH 00°06'26" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 270.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 50TH AVENUE;

THENCE SOUTH 01°13'17" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 129.70 FEET;

THENCE SOUTH 88°46'43" WEST, 117.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 50TH AVENUE;

THENCE NORTH 01°13'17" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 115.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2879.90 FEET;

THENCE NORTH 70°06'29" WEST, 54.23 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE NORTH 89°50'37" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1182.18 FEET TO ITS INTERSECTION WITH A LINE RUNNING PARALLEL WITH AND 250 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE NORTH 40°43'02" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 43.44 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE SOUTH 89°50'37" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, FOR A DISTANCE OF 1494.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LAND CONSISTS OF APPROXIMATELY 212,880 SQUARE FEET BEING APPROXIMATELY 4.89 ACRES.

AND

LOT EIGHT (8) BRUBAKER ESTATE, AN OFFICIAL PLAT, POLK COUNTY, IOWA EXCEPT: COMMENCING AT THE SW CORNER OF SAID SECTION 34 WITH THE SOUTH LINE OF SAID SECTION HAVING AN ASSUMED TRUE BEARING OF N 90°00' E, WITH ALL SUBSEQUENT BEARINGS REFERENCED THEREFROM; THENCE N 0°23' W, A DISTANCE OF 33 FEET; THENCE N 90°00' E, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE N 0°23' W, A DISTANCE OF 488.6 FEET; THENCE N 90°00' E, A DISTANCE OF 1,104 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, GREAT WESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RAILROAD NORTHWESTERLY RIGHT-OF-WAY LINE FORMED BY A SPIRAL CURVE, CONCAVE SOUTHEASTERLY, A DISTANCE OF 233.8 FEET TO THE POINT OF CURVE (PC); THENCE S 40°35' W, A DISTANCE OF 409.5 FEET; THENCE N 90°00' W, A DISTANCE OF 680.5 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 10.0 ACRES MORE OR LESS,

AND EXCEPT

PARCEL 007-17-F OF SAID LOT 8 AS SHOWN IN THE WARRANTY DEED CONVEYED TO THE CITY OF WEST DES MOINES IN BOOK 16653 ON PAGE 73 IN THE POLK COUNTY RECORDER'S OFFICE.

WHEREAS, this Area contains property that is within two miles, but outside the corporate limits, of the City and is located within the corporate limits of the City of Norwalk, Iowa; accordingly, the City has obtained the City of Norwalk's consent in the form of a Resolution from the City of Norwalk allowing the City to operate within the proposed portion of the Area outside the corporate limits of the City and within the corporate limits of the City of Norwalk; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 6 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. 6 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:

That the consultation on the proposed Amendment No. 6 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the November 10, 2021, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 10:30 A.M., and the Business Development Coordinator, 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.

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. 6, 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. 6 TO THE ALLUVION 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 10:30 A.M. on November 10, 2021, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa concerning a proposed Amendment No. 6 to the Alluvion Urban Renewal Plan for the Alluvion Urban Renewal Area, a copy of which is attached hereto. The consultation meeting will also be accessible virtually, at <https://tinyurl.com/63xxta42>.

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 Business Development Coordinator, 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. 6 to the Alluvion 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 \_\_\_\_\_, 2021.

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

(End of Notice)

That a public hearing shall be held on the proposed Amendment No. 6 before the City Council at its meeting which commences at 5:30 P.M. on December 6, 2021, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

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. 6 TO THE ALLUVION 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 December 6, 2021 in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, to consider adoption of a proposed Amendment No. 6 to the Alluvion Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of West Des Moines, State of Iowa.

The Amendment adds land to the Alluvion Urban Renewal Area as follows:

THAT PART OF SECTIONS 2 AND 3, TOWNSHIP 77 NORTH, RANGE 25 WEST,  
WARREN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE ON AN ASSUMED BEARING OF NORTH 89°53'34" EAST, ALONG THE  
NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE  
NORTHEAST CORNER OF SAID SECTION 3 AND NORTHWEST CORNER OF  
SAID SECTION 2;

THENCE NORTH 89°53'34" EAST, ALONG THE NORTH LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 2, FOR A DISTANCE OF 337.65 FEET;

THENCE SOUTH 00°06'26" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-  
WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY  
LINE, 270.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 50TH AVENUE;

THENCE SOUTH 01°13'17" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY  
LINE, 129.70 FEET;

THENCE SOUTH 88°46'43" WEST, 117.00 FEET TO THE WESTERLY RIGHT-OF-  
WAY LINE OF 50TH AVENUE;

THENCE NORTH 01°13'17" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY  
LINE, 115.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST  
COUNTY LINE ROAD;

THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY  
LINE, 2879.90 FEET;

THENCE NORTH 70°06'29" WEST, 54.23 FEET TO THE SOUTHERLY RIGHT-OF-  
WAY LINE OF SOUTHEAST COUNTY LINE ROAD;

THENCE NORTH 89°50'37" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1182.18 FEET TO ITS INTERSECTION WITH A LINE RUNNING PARALLEL WITH AND 250 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GREAT WESTERN TRAIL;

THENCE NORTH 40°43'02" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 43.44 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE SOUTH 89°50'37" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, FOR A DISTANCE OF 1494.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LAND CONSISTS OF APPROXIMATELY 212,880 SQUARE FEET BEING APPROXIMATELY 4.89 ACRES.

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LOT EIGHT (8) BRUBAKER ESTATE, AN OFFICIAL PLAT, POLK COUNTY, IOWA EXCEPT: COMMENCING AT THE SW CORNER OF SAID SECTION 34 WITH THE SOUTH LINE OF SAID SECTION HAVING AN ASSUMED TRUE BEARING OF N 90°00' E, WITH ALL SUBSEQUENT BEARINGS REFERENCED THEREFROM; THENCE N 0°23' W, A DISTANCE OF 33 FEET; THENCE N 90°00' E, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE N 0°23' W, A DISTANCE OF 488.6 FEET; THENCE N 90°00' E, A DISTANCE OF 1,104 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, GREAT WESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RAILROAD NORTHWESTERLY RIGHT-OF-WAY LINE FORMED BY A SPIRAL CURVE, CONCAVE SOUTHEASTERLY, A DISTANCE OF 233.8 FEET TO THE POINT OF CURVE (PC); THENCE S 40°35' W, A DISTANCE OF 409.5 FEET; THENCE N 90°00' W, A DISTANCE OF 680.5 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 10.0 ACRES MORE OR LESS,

AND EXCEPT

PARCEL 007-17-F OF SAID LOT 8 AS SHOWN IN THE WARRANTY DEED CONVEYED TO THE CITY OF WEST DES MOINES IN BOOK 16653 ON PAGE 73 IN THE POLK COUNTY RECORDER'S OFFICE.

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. 6 would update the description of a previously approved urban renewal project, add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area, and add land to 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 \_\_\_\_\_, 2021.

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

(End of Notice)

That the proposed Amendment No. 6, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 6 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 1<sup>st</sup> day of November, 2021.

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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**

**DATE: November 1, 2021**

**ITEM:** Resolution - Approval and Acceptance of Property Interest for the Crossroads Park Improvements Project No. 0510-053-2020

**FINANCIAL IMPACT:** Minimal recording fees.

**SYNOPSIS:** The West Des Moines Community School District (“District”) has agreed to donate to the City of West Des Moines (“City”) needed property interest for the Crossroads Park Improvements which includes installing and maintaining park amenities and improvements, including, but not limited to, soccer field restoration, drainage improvements, sidewalks, bioretention cells, and other associated park improvements (collectively “Park Improvements”). The attached resolution approves the conveyance of needed property interests and, for policy and title purposes, formally accepts the property interests and authorizes the filing of the Easement with the County Recorder.

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

**RECOMMENDATION:**

Adopt a Resolution approving and accepting the conveyance of property interests to the City of West Des Moines for the Crossroads Park Improvements.

**Lead Staff Member:** David Sadler, Superintendent of Parks 

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PROPERTY INTEREST FOR  
THE CROSSROADS PARK IMPROVEMENTS**

**WHEREAS**, the West Des Moines Community School District (“District”) has agreed to donate needed property interest for the Crossroads Park Improvements which includes installing and maintaining park amenities and improvements, including, but not limited to, soccer field restoration, drainage improvements, sidewalks, bioretention cells, and other associated park improvements; and

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

**WHEREAS**, a Park Improvement Easement has been presented to the City for approval; and

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described document.

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

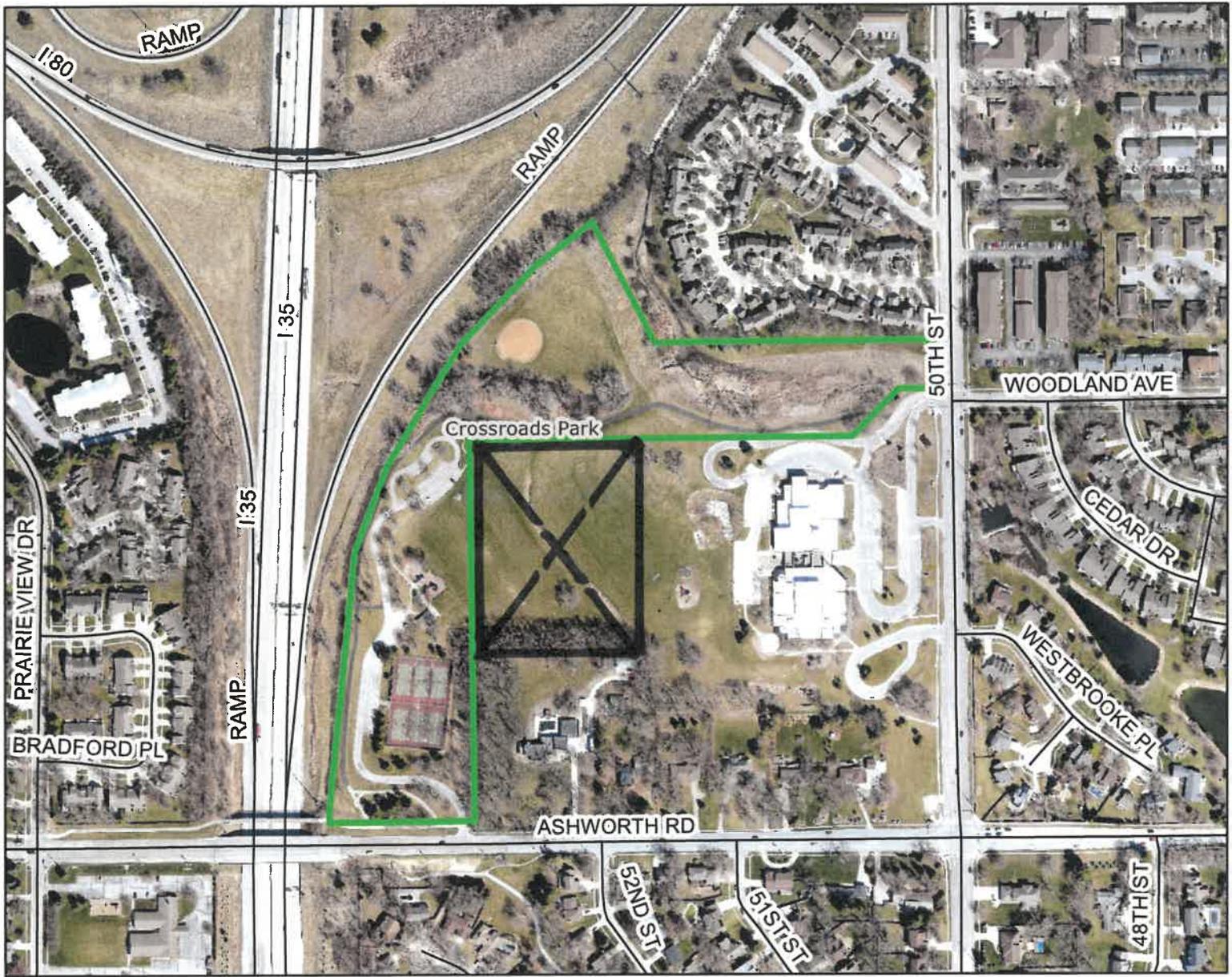
1. The document described above conveying property interests to the City of West Des Moines, Iowa, is hereby approved and accepted.
2. The City Clerk is directed to certify the Council’s approval and acceptance.
3. The document shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2021.

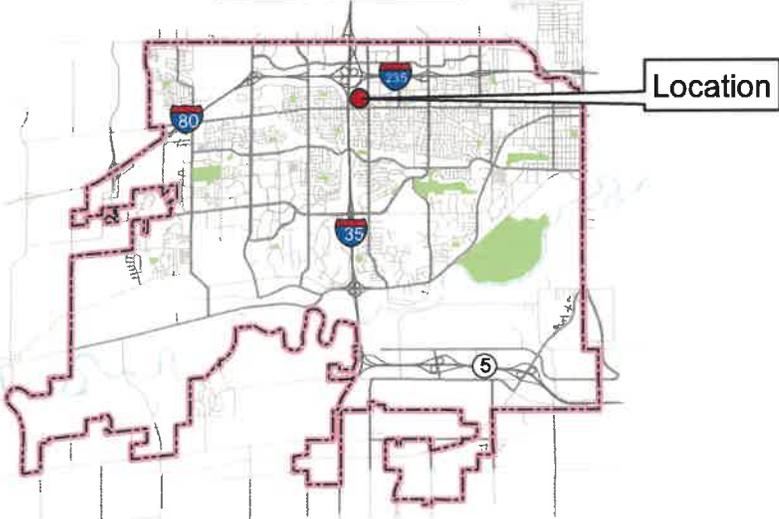
\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



**VICINITY MAP**



**LEGEND**

 Park Boundary



0 400 800 Feet



PROJECT:	<b>CROSSROADS PARK PARKING LOT &amp; WATER QUALITY IMPROVEMENTS</b>		
LOCATION:	<b>5205 ASHWORTH ROAD</b>		
DRAWN BY: <b>MAA</b>	DATE: <b>9/14/2021</b>	PROJECT NO.:	SHT. <b>1 of 1</b>





**Regular Board Meeting**  
**10/11/2021 07:00 PM**  
Stilwell Junior High  
1601 Vine Street, West Des Moines, IA 50265  
Room 2312/2314

Printed : 10/11/2021 9:14 AM CT

**ITEM : IX. Adopt Crossroads Park Water Quality Easement Resolution** 

**Agenda Item Contact(s)**

Paul Bobek, Chief Financial Officer

**Recommendation**

The Administration recommends that the Board approve the attached resolution for a conveyance of the Crossroads Park Water Quality Easement to the City of West Des Moines, Iowa.

**Details**

The enclosed Resolution was prepared by Ahlers to convey the City of West Des Moines' requested easement shall be granted for the purpose of the City installing and maintaining park amenities and improvements, including, but not limited to soccer field restoration, drainage improvements, sidewalks, bioretention cells, and other associated park improvements (collectively "Park Improvements") on the Property and to allow the City to enter upon and into the Easement Area to install, remove, replace, rebuild, enlarge, reconstruct, add to, patrol, repair, and maintain Park Improvements, including any surrounding landscaping, electrical systems, and necessary utilities, whenever necessary, and to allow the Public to enter to utilize the Easement Area and Park Improvements.

**Supporting Documents**

[Final Park Improvements Easement Agreement \(01951069x7F7E1\)](#)  
[Affidavit and Resolution re Disposition of Real Property \(01936070x7F7E1\)](#)  
[Second Board Resolution \(01936081x7F7E1\)](#)

Prepared by: G. Truman, Asst. City Attorney, P.O. Box 65320, West Des Moines, Iowa 50265 (515) 222-3673  
Address Tax Statement/Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265

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SPACE ABOVE THIS LINE FOR RECORDER

## **PARK IMPROVEMENTS EASEMENT**

### **1. Grant of Permanent Easement**

The undersigned, on behalf of the **West Des Moines Community School District**, an Iowa school corporation ("Grantor", owner of property upon which this Easement is located), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal corporation ("City"), a permanent Park Improvements Easement ("Easement") upon, over, under, through, and across:

The west three hundred and fifty feet (350') of the parcel of land legally described and recorded in Book 6220, Page 498 in the Office of the Polk County, Iowa Recorder

("Easement Area"), subject to the following terms and conditions:

### **2. Use and Purpose of Easement**

This Easement shall be granted for the purpose of the City installing and maintaining park amenities and improvements, including, but not limited to soccer field restoration, drainage improvements, sidewalks, bioretention cells, and other associated park improvements (collectively "Park Improvements") on the Property and to allow the City to enter upon and into the Easement Area to install, remove, replace, rebuild, enlarge, reconstruct, add to, patrol, repair, and maintain Park Improvements, including any surrounding landscaping, electrical systems, and necessary utilities, whenever necessary, and to allow the Public to enter to utilize the Easement Area and Park Improvements, subject to the following terms and conditions:

- a) The Grantor reserves and retains all other property rights in and to the Easement Area, provided, however that the exercise of such rights does not interfere with or endanger any of the Park Improvements located thereon, and the same is in

compliance with all laws and ordinances of the federal, state, county, municipal, and other governmental agency or unit, now in effect or at the time such right is exercised. No building, structure, or improvement of any kind whatsoever shall be erected upon the Easement Area without the express written consent of the City.

- b) The City agrees to obtain at its sole cost and expense such permits, licenses, or other authority which may be required from federal, state, county, municipal, or other governmental agency or units exercising jurisdiction over the installation of the Park Improvements before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.
- c) The City shall cause all work performed with respect to the Park Improvements to be accomplished with care and in a manner and time that will cause the least interference with the Easement Area, and, immediately after such work, shall cause unimproved portions of the Easement Area to be restored as nearly as possible to the condition existing prior to the entry by the City or its agents; and shall remove from the Easement Area and surrounding land all debris, spoils, and equipment resulting from or used in connection with such work.
- d) The City shall have the ability to modify, remove, or replace existing landscaping within the Easement Area as the City deems necessary, including any items that interfere with the Park Improvements. The City shall be responsible for all lawn care within the Easement Area in and around the Park Improvements and maintenance of all Park Improvements.
- e) Nothing in this grant of Easement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (e.g., utility companies) other than the City.

### **3. Hold Harmless**

Each party shall defend, indemnify and hold the other party harmless from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, to the extent such damage or injury is attributable to the negligence 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. Benefits, Burdens and Assignment**

All provisions of this Easement, including benefits and burdens, run with the land and are binding upon the City and the Grantor, including but not limited to future owners, developers, lessees, occupants or assignees. Grantor acknowledges and agrees that this

Easement is assignable by the City without consent from the Grantor to a third-party public entity, and assignable by the City with written notice to and consent from the Grantor to a third-party private entity.

**5. Jurisdiction and Venue**

The City and the Grantor agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of Polk County, Iowa.

**6. Lawful Authority**

The Grantor, to the extent it has legal authority to do so, covenants with the City that it holds the above-described legal property by good and marketable title, free and clear of liens, easements, and encumbrances, except any of record, and that the Grantor has a right and lawful authority to make and execute this Easement subject to the provisions of Iowa Code § 297.22 and 297.25. Grantor, to the extent it has legal authority to do so, warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

**7. Approval of City**

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

**8. Attorney Fees**

Either party may enforce this Easement by appropriate action, and the prevailing party shall recover as part of its costs the reasonable attorney fees incurred in such action.

**9. Words and Phrases**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neutral gender, according to the context.

**10. Parties**

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "Grantor" shall refer to the West Des Moines Community School District, its assigns, successors in interest, or lessees, if any.

**11. Integration**

This Easement shall constitute the entire agreement between the parties and no amendments or additions to this Easement shall be binding unless in writing and signed by both parties.

**12. Paragraph Headings**

The paragraph headings in this Easement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Easement.

Dated this 11 day of October, 2021.

**WEST DES MOINES COMMUNITY SCHOOL DISTRICT,**  
An Iowa school corporation

*Jennifer M. Wells*  
Board President

*Margaret Epstein*  
Board Secretary

STATE OF IOWA    )  
                                  )ss  
COUNTY OF POLK )

*Lounette Dafney*

On October 11, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared ~~Jennifer Ulie Wells~~ and Margaret Epstein, to me personally known, who, being by me duly sworn, did say that they are the Board President and Board Secretary, respectively, of the School Board of the West Des Moines Community School District; that the instrument was signed on behalf of the school district, by the authority of the West Des Moines Community School District; and that the Board President and Board Secretary, as such officers, acknowledged the execution of the instrument to be their voluntary act and deed of the school district, by it and by them voluntarily executed.

*Alex Koenen*  
Notary, State of Iowa



**CERTIFICATION BY CITY OF WEST DES MOINES, IOWA**

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that this certificate is made pursuant to the authority of said City Council.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF WEST DES MOINES, IOWA

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

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

**DATE: November 1, 2021**

**ITEM:** Resolution - Approval and Acceptance of Conveyance of Property Interests for the Ginger West Project

**FINANCIAL IMPACT:** None.

**SYNOPSIS:** Property interests necessary for Construction of the Ginger West Project have been secured through a negotiated Temporary Construction Easement from Westwoods, LLC as shown on **Exhibit "A"**. The attached resolution approves the easement and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.735, Project No. 0510-011-2021.

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

**RECOMMENDATION:**

Adopt a Resolution approving and accepting Conveyance of Property Interests to the City of West Des Moines for Construction of the Ginger West Project.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND  
CONVEYANCE OF PROPERTY INTERESTS FOR THE GINGER WEST PROJECT**

**WHEREAS**, on January 19, 2021 the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for the Ginger West Project (“Project”),

**PROJECT NO. 0510-011-2021  
S. GRAND PRAIRIE PARKWAY - STAGECOACH TO BOONEVILLE**

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

**WHEREAS**, the City of West Des Moines has obtained a Temporary Construction Easement for the donation of property interests necessary for the Project; and

**WHEREAS**, the name of the property owner of the property to be acquired is attached hereto as **Exhibit "A"** and made a part of this resolution; and

**WHEREAS**, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council’s approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Agreement to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED this 1st day of November, 2021.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**  
**GINGER WEST**

**S GRAND PRAIRIE PARKWAY - STAGECOACH TO BOONEVILLE**  
**PROJECT NO. 0510-011-2021**

<b>EXHIBIT/ PARCEL</b>	<b>PROPERTY OWNER</b>	<b>ACQUIRED PRICE-FMV</b>	<b>SUMMARY</b>
"011-06-T10" "011-06-T11"	Westwoods, LLC SEC 21-78-26 1621400001 West Des Moines, Dallas County, IA	\$0.00	<b>*donation</b>
		<b>TOTAL</b>	\$0.00

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

**DATE: November 1, 2021**

**ITEM:** Resolution - Approval and Acceptance of Conveyance of Property Interests for Construction of the SE County Line Road -Veterans Parkway to SE Soteria Avenue Project

**FINANCIAL IMPACT:** Minimal filing costs.

**SYNOPSIS:** Property interests necessary for construction of the SE County Line Road Project have been secured through a negotiated Temporary Construction License from the Microsoft Corporation as shown on **Exhibit "A"**. The attached resolution approves the license agreement and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.735, Project No. 0510-015-2021 with the ultimate funding intended to come from Alluvion Urban Renewal Area TIF.

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

**RECOMMENDATION:**

Adopt a Resolution approving and accepting conveyance of property interests to the City of West Des Moines for Construction of the SE County Line Road – Veterans Parkway to SE Soteria Avenue Project.

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

**STAFF REVIEWS**

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

**PUBLICATIONS (if applicable)**

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND  
CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE  
SE COUNTY LINE ROAD – VETERANS PARKWAY TO SE SOTERIA AVENUE,  
PROJECT NO. 0510-015-2021**

**WHEREAS**, on July 6, 2021, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for construction of the SE County Line Road – Veterans Parkway to SE Soteria Avenue Project (Project No. 0510-015-2021); and

**WHEREAS**, ultimate funding is intended to come from Alluvion Urban Renewal Area TIF; and

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

**WHEREAS**, the City of West Des Moines has obtained a Temporary Construction License Agreement for the donation of property interests necessary for the Project; and

**WHEREAS**, the name of the property owner of the property to be acquired is attached hereto as **Exhibit "A"** and made a part of this resolution; and

**WHEREAS**, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Agreement to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 1st day of November, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**SE COUNTY LINE ROAD IMPROVEMENT PROJECT  
PROJECT NO. 0510-015-2021**

<b>EXHIBIT/ PARCEL</b>	<b>PROPERTY OWNER</b>	<b>ACQUIRED PRICE-FMV</b>	<b>SUMMARY</b>
"015-02-T1"	Microsoft Corporation Sec 34-78-25 32000402452004, 32000681510001 Polk County, IA	\$0.00	<b>*donation</b>
		<b>TOTAL</b>	<b>\$0.00</b>

## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

**Meeting Date:** November 1, 2021

**ITEM:** Village at Sugar Creek, Northeast corner of S. 88<sup>th</sup> Street and Booneville Road – Amend Comprehensive Plan Land Use Map to designate Medium Density Residential, Neighborhood Commercial and Open Space, repeal the Midwest Technology Business Park PUD and establish the Village at Sugar Creek Planned Unit Development Ordinance regulating development of attached townhomes and apartments, commercial area and open space – DB Booneville, LLC – CPAZC-005153-2021

### **RESOLUTION: Approval of Second Reading, Waive 3<sup>rd</sup> Reading and Establish a new Planned Unit Development Ordinance**

**Background:** Ed Arp with Civil Engineering Consultants, on behalf of the applicant and property owner, DB Booneville, LLC, and property owners, Deborah L. and James C. Miller, requests approval of a Comprehensive Plan Land Use Map Amendment and Rezoning request on that ground generally located at the northeast corner of S. 88<sup>th</sup> Street and Booneville Road. The property is currently designated as High Density Residential (HD) and Business Park (BP) on the Comprehensive Plan Land Use Map and is designated as Midwest Technology Business Park Planned Unit Development (PUD) with underlying zoning of Business Park (BP) on the City's zoning map. The proposed rezoning of the property is intended to replace the existing PUD with a new PUD for multi-family residential and commercial development. The Comprehensive Plan Amendment and Rezoning are being requested in anticipation of the development of attached townhomes and apartments, commercial area and open space on the site.

Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for approximately 44.1 acres to change from Business Park (BP) to Medium Density Residential (MD) land use; and
- Amend the Comprehensive Plan Land Use Map for approximately 5.7 acres to change from High Density Residential (HD) to Neighborhood Commercial (NC) land use; and
- Amend the Comprehensive Plan Land Use Map for approximately 12.9 acres to change from Business Park (BP) to Neighborhood Commercial (NC) land use; and
- Amend the Comprehensive Plan Land Use Map for approximately 1.5 acres to change from Business Park (BP) to Open Space (OS) land use; and
- Replace the Midwest Technology Business Park Planned Unit Development with the Village at Sugar Creek Planned Unit Development (PUD) Ordinance

#### **Staff Review & Comment:**

- ***Financial Impact:*** Undetermined at this time, however, it is recognized that in order to facilitate the development of this area, including adjacent areas outside this specific request, a network of new streets will need to be constructed to adequately serve the future traffic of the area. This will include the extension of Stagecoach Drive between S Jordan Creek Parkway and S 88<sup>th</sup> Street, S 81<sup>st</sup> Street, S 85<sup>th</sup> Street, and anticipated realignment of Booneville Road, along with typical local streets within developments. Staff is exploring options to facilitate the construction of the main road(s) only and will bring forward information for Council direction at a later date.

Additionally, as discussed below in the Conditions of Approval section, it is being indicated that the changes in land use within this area in response to the locating of Des Moines University (DMU) immediately to the south will result in sanitary sewer capacity issues. It has been suggested that some of the sanitary sewer pipes currently within the area were either installed without sufficient

slope or improperly sized for the land uses that are shown on the current adopted Comprehensive Plan Land Use Map, let alone sized with any extra capacity to accommodate any land use changes. While certainly some of the cost to increase capacity of the sanitary sewers should be the responsibility of those property owners/developers requesting a change in land use which generates a need for more capacity, it is believed by staff that part of the cost should be covered by the City. To what extent and at what dollar amount is still being determined. Staff will bring forward information and options to the City Council once more details are known.

- Development Intent: The intent with this development is to provide different housing types for DMU students and staff and to provide commercial amenities for those students, DMU staff, existing and future residents within the area and others.
- Key Development Aspects:
  - Land Use: The land use is proposed to be changed for this project from High Density Residential (HD) and Business Park (BP) to Medium Density Residential (MD), Open Space (OS) and Neighborhood Commercial (NC) for the proposed Village at Sugar Creek development. As indicated above, the development of attached townhomes and apartments is planned. Additionally, although some master planning work still needs to be done for the 18.6 acre commercial area, it is anticipated that the approximately seven (7) acres of the commercial area and adjacent medium-density area to the north will be preserved in a natural state. It is anticipated that this area will be used in part to fulfill greenbelt requirements associated with Parkland Dedication.
  - PUD Development: The developer is anxious to begin construction on the apartment component of the PUD in order to have the dwelling units available to DMU students by the school's opening in 2023. While the site plan for the apartment parcel is currently being reviewed, details for development of the other parcels are not known. To facilitate the apartment construction, the PUD is being presented with a requirement that prior to development of the commercial parcel, an amendment to the PUD will need to be done to specify development allowances, regulations, requirements and restrictions. Details, including architecture of the intended bi-attached residential areas can be worked through during the site planning process as no special provisions are included in the PUD but rather these areas follow standard regulations of the Residential Medium-Density (RM) zoning district.
  - Residential Density: The southern portion of Parcel A is proposed to be developed with 408 apartment units. The north portion of parcel A is anticipated to be bi-attached townhomes (approx. 70 dwellings) as is the development proposed for Parcel C (approx. 16 dwellings). Parcel D will be part of a future park in combination with ground from other adjacent developments outside of the PUD (High Point & Jordan Ridge developments). Collectively, the acreage of Parcels A, C & D amounts to 45.6 acres. With 494 total dwelling units proposed, the development falls within the maximum density allowance of the Medium Density Residential classification (maximum 12 DU/acre; however, PUD caps at 11 DU/ac). Similar to Glen Oaks, the specific densities for each residential parcel or development site may be more or less than twelve (12) dwelling units per acre, but the overall total number of dwelling units within the PUD shall not exceed the allowance of the Medium Density district at eleven (11) DU/acre or 494 dwelling units.
  - Booneville Road Realignment: Booneville Road currently runs along the southern boundary of the Village at Sugar Creek development and the "Superblock Area" connecting S Jordan Creek Parkway to S 88<sup>th</sup> Street. DMU and a private property owner is located on the southside of Booneville Road. As part of the planning for this development and in recognition of the topography challenges with improving Booneville Road in its current location, it was determined that shifting Booneville Road north made sense. The shift

results in easier construction and provides the opportunity to have development that will access new Booneville Road on both sides of the roadway, thus helping to absorb the cost of reconstructing Booneville Road as a paved public street. This realigned Booneville Road will run somewhat diagonally extending from its current tie-in at S 88<sup>th</sup> Street to S. Jordan Creek Parkway opposite where Eldorado Point aligns on the east side of S Jordan Creek Parkway. The Village at Sugar Creek developer is required to provide DMU a driveway connection to realigned Booneville Road. The traffic study identifies where the possible connections can be made and the developer has been in discussions with DMU. Existing Booneville Road is anticipated to be vacated as a public roadway. A portion of the roadway may be kept as a private roadway and improved to provide a south access to the proposed apartment complex.

- Landscaping: The Village at Sugar Creek PUD Ordinance proposes to require a minimum 30' landscape streetscape or buffer along all major roads within and adjacent to the PUD area (S 81<sup>st</sup> Street, S 88<sup>th</sup> Street and realigned Booneville Road). Additionally, a 30' landscape buffer is also proposed along the eastern boundary of the PUD area as the adjacent property currently contains a single-family dwelling and is anticipated for lower density single-family development in the future.
- Traffic Analysis Findings: The proposed site is expected to generate slightly less average weekday and PM peak hour traffic, and less AM peak hour traffic, compared to what was previously assumed for the site as Business Park land use. Compared to the street alignments previously planned for this area, there is only one (1) north/south street (S 81<sup>st</sup> Street) proposed connecting Stagecoach Drive to Booneville Road instead of two (2) streets. Similarly, with the anticipated removal of much of existing Booneville Road, there is only one (1) east/west street (new Booneville Road) serving most of the "superblock" area instead of two (2) streets. With fewer streets, more traffic is loaded onto the remaining streets. These streets will have higher speeds associated with a higher amount of through traffic, and the walkability/bike ability of the area will be reduced.
- Developer Responsibilities: Unless a separate development agreement is executed, the developer will be responsible for the costs and construction of S 81<sup>st</sup> Street, the realignment of Booneville Road, improvements to existing Booneville Road, possibly S 88<sup>th</sup> Street, all internal streets and all other infrastructure necessary to adequately serve the proposed development.
- Condition(s) of Approval:
  - Sanitary Sewer Capacity: The existing sanitary sewer that serves this site and the larger "superblock" area was originally sized based on a large amount of low-density residential development within the area. In response to the relocation of Des Moines University (DMU) from the City of Des Moines to the property immediately to the south, there is a desire and need for changes in the previously planned land uses. As part of the proposed land use changes in the area, Staff requested the Applicant provide calculations showing sufficient capacity was available in the existing sanitary sewer infrastructure. The analysis identified multiple segments of sanitary sewer with insufficient capacity under the existing Comprehensive Plan density and proposed land uses. Proposed improvements have been identified to resolve the capacity deficiencies. These improvements can be deferred until development and density thresholds are met.

City staff is in the process of determining possible options for the sharing of costs by individual property owners within the superblock area based on the anticipated increase in waste generation as a result of their request to change from current adopted land uses. Staff believes that each property has entitlement to capacity based on the current adopted land uses and that the participation in costs to upsize should be tie to the increase in waste based on their requested land use change(s). This site is changing from 5.7 acres of High

Density Residential and 12.9 acres of Business Park to 18.6 acres of commercial and 44.1 acres of Business Park to multi-family residential and 1.5 acres of Business Park to Open Space. Staff recommends a condition of approval requiring the Applicant to acknowledge the proposed land use changes may contribute to sanitary sewer loads exceeding those of the existing comprehensive plan and may be greater than the existing infrastructure can accommodate. The Applicant further acknowledging that capacity improvements may be necessary and that the Applicant may be responsible for the proportionate share for the costs of said improvements.

- ***Development & Planning Subcommittee:*** The “superblock” area between S Jordan Creek Parkway and S 88<sup>th</sup> Street and between Booneville Road on the south and Stagecoach Drive on the north, which includes Village at Sugar Creek (the subject development) and the proposed Jordan Ridge and High Pointe developments were discussed at the Development & Planning Subcommittee meetings on June 7, 2021 and July 19, 2021. Residential types and density were the main points of discussion along with the question of entitlement of residential development for the area. Staff acknowledged the need for some apartments in this area around DMU, but it was not thought that a high number was necessary. It was pointed out that DMU already existed in the Metro and is a graduate program with older students, many of which already have homes and families and no desire for apartment living. Therefore, Staff indicated a desire to ensure a wide range of housing types and price points would be developed within the area. At the July 19<sup>th</sup> meeting, Staff provided a land use plan that met the needs of the pending developers while achieving a range of housing options. The apartment and attached townhome multi-family development as proposed by the applicant will provide desired housing variety and the apartments immediately north of DMU will provide convenient housing for DMU’s students desiring apartments.

**Outstanding Issues:** There are no outstanding issues; however, as noted above, there is work to be done to determine responsibilities, including financial obligations for infrastructure construction and future modifications.

**Plan and Zoning Commission Action:**

Date: October 11, 2021  
Vote: 6-0 for approval, with Commissioner Conlin absent  
Recommendation: Approval of the Comprehensive Plan Land Use Map Amendment and the rezoning request to establish the Village at Sugar Creek PUD

**City Council Comprehensive Plan Amendment:**

Date: October 18, 2021  
Vote: 5-0 for approval

**City Council First Reading:**

Date: October 18, 2021  
Vote: 5-0 for approval

**Recommendation:** Approve the Comprehensive Plan Land Use Map Amendment and Rezoning request to establish the Village at Sugar Creek Planned Unit Development (PUD) Ordinance, subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. Applicant/developer acknowledging the proposed land use changes contribute to sanitary sewer loads exceeding those of the existing comprehensive plan and may be greater than the existing infrastructure can accommodate. The applicant/developer further acknowledging that capacity improvements may be necessary and that the applicant/developer may be responsible for their proportionate share for the costs of said improvements.
2. The applicant/developer acknowledging that the appropriate road network will need to be constructed to support intended development and unless responsibilities are otherwise defined in a development agreement with the City, that the applicant/developer will be responsible for the implementation of the necessary roadways to serve their development. Furthermore, the applicant/developer acknowledging that development of sites, including above ground construction may be restricted until adequate road and water infrastructure to the satisfaction of the City's Fire Marshal is available.

**Lead Staff Member:** Brian Portz

**Approval Meeting Dates:**

Plan and Zoning Commission	October 11, 2021
City Council: First Reading	October 18, 2021
City Council: Second Reading, Waive Third Reading and Adopt	November 1, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance 

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	10/1/21
Date(s) of Mailed Notices	9/30/21

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning		
Date Reviewed	June 7, 2021 & July 19, 2021		
Recommendation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split

## Location Map



**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-085**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, DB Booneville, LLC, and property owners, Deborah L and James C Miller, request approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation of the Planned Unit Development development parcels as shown on the Planned Unit Development Sketch Plan included in the staff report as follows:

- PUD Parcel A from Business Park (BP) to Medium Density Residential (MD); and
- PUD Parcel B from High Density Residential (HD) and Business Park (BP) to Neighborhood Commercial (NC); and
- PUD Parcel C from Business Park (BP) to Medium Density Residential (MD); and
- PUD Parcel D from Business Park (BP) to Open Space (OS)

**WHEREAS**, the comprehensive plan amendment complies with the applicable provisions of Iowa Code Chapter 414 and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment (CPAZC-005163-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED on October 11, 2021.**



Erica Andersen, Chair  
Plan and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 11, 2021, by the following vote:

**AYES:** Andersen, Costa, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Conlin

**ATTEST:**

  
Recording Secretary

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-086**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, DB Booneville, LLC, and property owners, Deborah L. and James C. Miller, request approval of a Rezoning Request to replace the Midwest Technology Business Park Planned Unit Development (PUD) with the Village at Sugar Creek Planned Unit Development (PUD) on property as legally defined in the Planned Unit Development (PUD) Ordinance and indicated on the Location Map, both of which are included in the staff report. Specifically, the following underlying zoning shall be applied as follows:

- PUD Parcel A to establish Residential Medium Density zoning; and
- PUD Parcel B to establish Neighborhood Commercial (NC) zoning; and
- PUD Parcel C to establish Residential Medium Density zoning; and
- PUD Parcel D to establish Agricultural/Open Space (OS) zoning; and

**WHEREAS**, the Rezoning request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (CPAZC-00005163-2021) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on October 11, 2021.

  
Erica Andersen, Chair  
Plan and Zoning Commissioner

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on October 11, 2021, by the following vote:

**AYES:** Andersen, Costa, Crowley, Davis, Drake, Hatfield

**NAYS:**

**ABSTENTIONS:**

**ABSENT:** Conlin

**ATTEST:**  
  
Recording Secretary

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 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**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, DB Booneville, LLC, and property owners, Deborah L. and James C. Miller, request approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation from High Density Residential (HD) and Business Park (BP) to Medium Density Residential (MD), Neighborhood Commercial (NC), and Open Space (OS) on the ground legally described in attached Exhibit 'B' and as indicated on the attached Comprehensive Plan Land Use Map Change Illustration; 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**, the Comprehensive Plan Land Use Map Amendment complies with applicable provisions of Iowa Code Chapter 414 and City Code; and

**WHEREAS**, on October 11, 2021, the Plan and Zoning Commission did recommend to the City Council, by a 6-0 vote, for approval of the Comprehensive Plan Land Use Map Amendment; and

**WHEREAS**, on this day this City Council held a duly noticed Public Hearing to consider the application for Comprehensive Plan Land Use Map Amendment.

**NOW, THEREFORE**, The City Council hereby approves the Comprehensive Plan Land Use Map Amendment (CPAZC-00005163-2021) as shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated October 18, 2021, including conditions added at the meeting, and attached hereto as Exhibit " A". Violation(s) of any such condition(s) shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on October 18, 2021.

  
Steven K. Gaer, Mayor

COUNCIL ACTION	YEAS	NAYS	ABST.	ABSENT
TREVILLYAN	✓			
HUDSON	✓			
TRIMBLE	✓			
HARDMAN	✓			
MCKINNEY	✓			
MOTION BY	Trimble			
SECOND BY:	McKinney			
ROLL CALL #	21-505			

ATTEST:  
  
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on October 18, 2021, by the indicated vote.

**Exhibit A: Conditions of Approval**

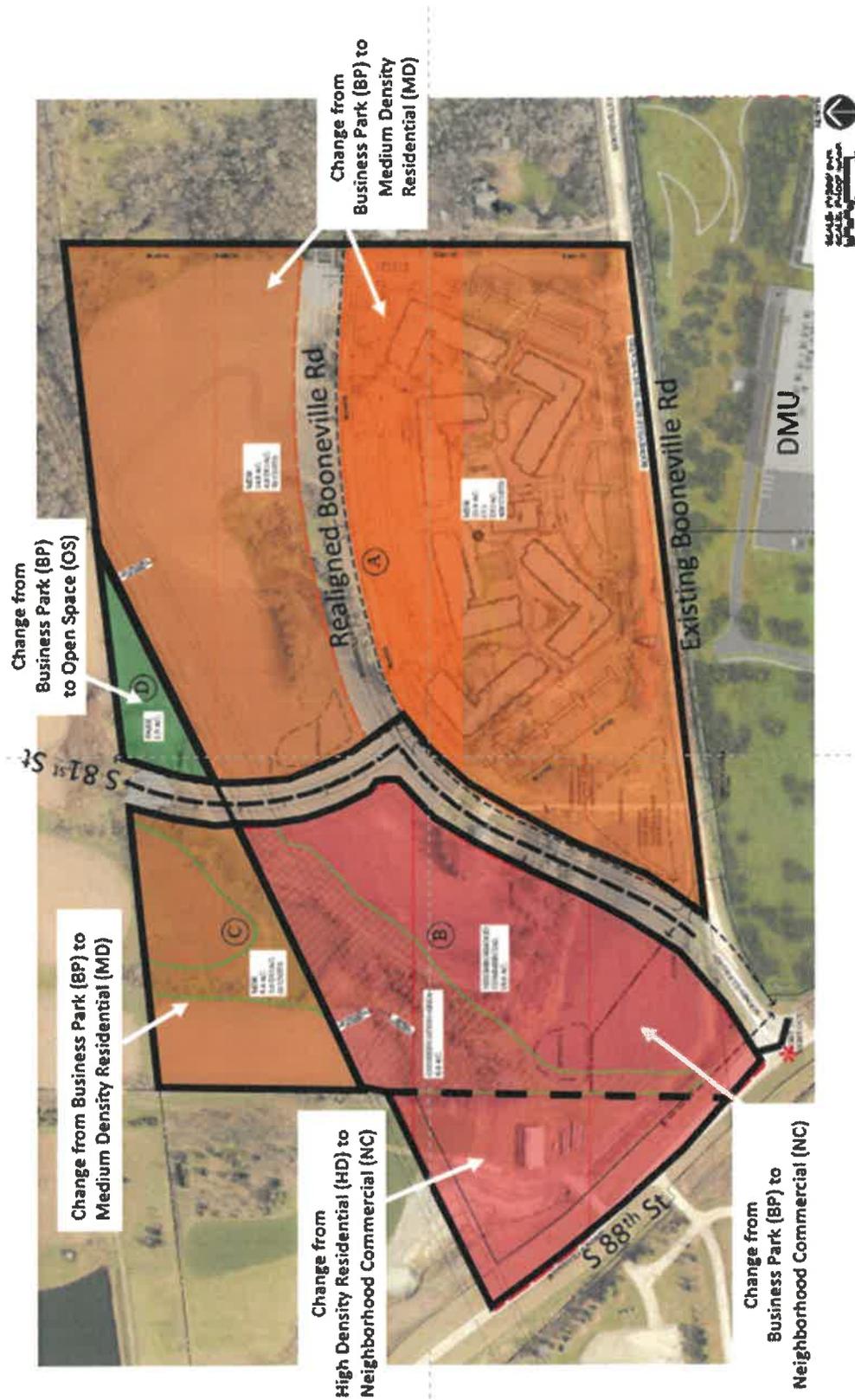
1. Applicant/developer acknowledging the proposed land use changes contribute to sanitary sewer loads exceeding those of the existing comprehensive plan and are greater than the existing infrastructure can accommodate. The applicant/developer further acknowledging that capacity improvements will be necessary and that the applicant/developer will be responsible for their proportionate share for the costs of said improvements.
2. The applicant/developer acknowledging that the appropriate road network will need to be constructed to support intended development and unless responsibilities are otherwise defined in a development agreement with the City, that the applicant/developer will be responsible for the implementation of the necessary roadways to serve their development. Furthermore, the applicant/developer acknowledging that development of sites, including above ground construction may be restricted until adequate road and water infrastructure to the satisfaction of the City's Fire Marshal is available.

### **Exhibit B: Legal Description**

A PARCEL OF LAND IN THE NE1/4 SW1/4, THE NW1/4 SW1/4, AND THE W1/2 NW1/4 SE1/4 OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 23; THENCE N83°04'41"E, 653.90 FEET ALONG THE NORTH LINE OF SAID W1/2 NW1/4 SE1/4 TO THE NE CORNER OF SAID W1/2 NW1/4 SE1/4, SAID W1/2 NW1/4 SE1/4 ALSO BEING KNOWN AS THE WEST 654.48 FEET OF SAID NW1/4 SE1/4; THENCE S00°24'28"W, 1312.96 FEET ALONG THE EAST LINE OF SAID W1/2 NW1/4 SE1/4 TO THE SE CORNER OF SAID W1/2 NW1/4 SE1/4; THENCE S83°19'15"W, 655.36 FEET ALONG THE SOUTH LINE OF SAID W1/2 NW1/4 SE1/4 TO THE SE CORNER OF SAID NE1/4 SW1/4; THENCE S83°26'45"W, 996.17 FEET ALONG THE SOUTH LINE OF SAID NE1/4 SW1/4 TO A POINT ON THE CENTERLINE OF THE PROPOSED BOONEVILLE ROAD RELOCATION; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CHORD BEARING S50°58'00"W, AN ARC LENGTH OF 55.73 FEET ALONG SAID CENTERLINE TO A POINT OF TANGENCY; THENCE S53°37'40"W, 211.10 FEET ALONG SAID CENTERLINE TO A POINT; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET AND A CHORD BEARING N41°47'34"W, AN ARC LENGTH 89.67 FEET TO A POINT OF TANGENCY; THENCE N44°21'41"W, 526.64 FEET ALONG THE EXISTING CENTERLINE OF SAID BOONEVILLE ROAD TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 715.00 FEET AND A CHORD BEARING N39°53'48"W, AN ARC LENGTH OF 65.57 FEET ALONG SAID CENTERLINE TO A POINT OF TANGENCY; THENCE N37°16'10"W, 217.83 FEET ALONG SAID CENTERLINE TO A POINT; THENCE N64°20'40"E, 561.46 FEET TO A POINT ON THE WEST LINE OF SAID NE1/4 SW1/4; THENCE N00°32'16"E, 533.29 FEET ALONG SAID WEST LINE TO THE NW CORNER OF SAID NE1/4 SW1/4; THENCE N83°49'59"E, 1312.42 FEET ALONG THE NORTH LINE OF SAID NE1/4 SW1/4 TO THE POINT OF BEGINNING AND CONTAINING 64.23 ACRES MORE OR LESS.

# Comprehensive Plan Land Use Map Change Illustration



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 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

## ORDINANCE #

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD), 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 repeal the Midwest Technology Business Park Planned Unit Development in its entirety and establish the Village at Sugar Creek Planned Unit Development (PUD) on the following legally described property:

### Legal Description

A PARCEL OF LAND IN THE NE1/4 SW1/4, THE NW1/4 SW1/4, AND THE W1/2 NW1/4 SE1/4 OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 23; THENCE N83°04'41"E, 653.90 FEET ALONG THE NORTH LINE OF SAID W1/2 NW1/4 SE1/4 TO THE NE CORNER OF SAID W1/2 NW1/4 SE1/4, SAID W1/2 NW1/4 SE1/4 ALSO BEING KNOWN AS THE WEST 654.48 FEET OF SAID NW1/4 SE1/4; THENCE S00°24'28"W, 1312.96 FEET ALONG THE EAST LINE OF SAID W1/2 NW1/4 SE1/4 TO THE SE CORNER OF SAID W1/2 NW1/4 SE1/4; THENCE S83°19'15"W, 655.36 FEET ALONG THE SOUTH LINE OF SAID W1/2 NW1/4 SE1/4 TO THE SE CORNER OF SAID NE1/4 SW1/4; THENCE S83°26'45"W, 996.17 FEET ALONG THE SOUTH LINE OF SAID NE1/4 SW1/4 TO A POINT ON THE CENTERLINE OF THE PROPOSED BOONEVILLE ROAD RELOCATION; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CHORD BEARING S50°58'00"W, AN ARC LENGTH OF 55.73 FEET ALONG SAID CENTERLINE TO A POINT OF TANGENCY; THENCE S53°37'40"W, 211.10 FEET ALONG SAID CENTERLINE TO A POINT; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET AND A CHORD BEARING N41°47'34"W, AN ARC LENGTH 89.67 FEET TO A POINT OF TANGENCY; THENCE N44°21'41"W, 526.64 FEET ALONG THE EXISTING CENTERLINE OF SAID BOONEVILLE ROAD TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 715.00 FEET

AND A CHORD BEARING N39°53'48"W, AN ARC LENGTH OF 65.57 FEET ALONG SAID CENTERLINE TO A POINT OF TANGENCY; THENCE N37°16'10"W, 217.83 FEET ALONG SAID CENTERLINE TO A POINT; THENCE N64°20'40"E, 561.46 FEET TO A POINT ON THE WEST LINE OF SAID NE1/4 SW1/4; THENCE N00°32'16"E, 533.29 FEET ALONG SAID WEST LINE TO THE NW CORNER OF SAID NE1/4 SW1/4; THENCE N83°49'59"E, 1312.42 FEET ALONG THE NORTH LINE OF SAID NE1/4 SW1/4 TO THE POINT OF BEGINNING AND CONTAINING 64.23 ACRES MORE OR LESS.

**SECTION 2. DEVELOPMENT INTENT:** The Village at Sugar Creek PUD intends to establish a framework for the integration of a variety of multi-family dwelling types, office and commercial land uses in a visually cohesive, walkable, and pedestrian focused development that provides a variety of uses for Des Moines University students and staff, as well as existing and anticipated surrounding residential developments. The preservation of natural areas shall be incorporated in the master planning to enhance and define the development.

**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 the Village at Sugar Creek PUD marked Exhibit "A". The Sketch Plan is a graphic representation of the property included in the PUD delineating the approximate location and configuration of the PUD Parcels for the purpose of easier reference for the applicable regulations of this Ordinance. It should be recognized that the location of streets throughout the development shall define the final parcel configuration and size. 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:** Prior to or in conjunction with development of any portion of the property covered by this PUD, the following plans shall be required:

- A. Preliminary Plat and Final Plat: All ground within the PUD shall be platted in accordance with the City's Subdivision Ordinance and associated zoning regulations unless otherwise modified within this ordinance. Outlots within a plat shall have the proposed use clearly designated on the plat document. Platted outlots intended for future private development must be re-platted through the preliminary and final plat process prior to physical development. Outlots intended to provide for public utilities, or publicly owned or accessible park ground, greenways, or other recreational amenities are not required to be replatted prior to development.
- B. Development Applications Site plans (new, Major Modifications, and Minor Modifications) for development within the Village at Sugar Creek PUD must meet the intent of the approved PUD. Site plans (new, Major Modifications and Minor Modifications) shall be submitted to the City of West Des Moines for review and approval prior to the development or modifications to any portion of the lot. New site plans and Major Modifications for permitted uses which comply (as determined by the Director of Development Services or designee) with the development intent as set forth in this PUD will be subject to review via the City's review process and receive final approval from the City Council following a recommendation from the Plan and Zoning Commission. Minor Modifications to previously approved site plans may be approved administratively in accordance with Title 9 of the City Code. Approval by the Board of Adjustment for any use designated as a Permitted Conditional (Pc) use shall occur prior to approval of a subsequent site plan by the City Council. At the discretion of the Director of Development Services, an amendment to the Village at Sugar Creek PUD may be required to bring consistency between the ordinance and site plan development proposed.

Unless otherwise specifically restricted by the City Council, ground work and construction of private roads and utilities may be started, at the developer's risk, upon approval of the preliminary plat by the City Council; however, no construction of structures, including footing and foundations shall be allowed prior to site plan and final plat approval. Public street and utility construction may begin, at the sole risk of the developer, after approval of the preliminary plat by the City Council and Public Improvement Plans by the City of West Des Moines.

**SECTION 5. CONDITIONS:** Whereas, Title 9, Chapter 9, Planned Unit Development District of the City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. In addition, the following conditions, restrictions, and regulations are adopted as part of this approval:

- A. General Conditions: The following general development criteria shall be integrated into and made a part of this planned unit development.
1. General Conformance to Subdivision Ordinance: All subdivisions, public streets, public street rights of way, and general development shall adhere to the standards and design criteria set forth in the West Des Moines subdivision ordinances and the most current design standards adopted by the city of West Des Moines pertaining thereto unless otherwise stated within this ordinance.
  2. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the Village at Sugar Creek PUD shall comply with title 9, "Zoning", of the city code or any other applicable codes. To the extent that the provisions of this ordinance conflict with or are more restrictive than provisions provided elsewhere in the West Des Moines zoning ordinance, the provisions of this ordinance shall control.
  3. Developer Responsibility: 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 streets (public and private), storm sewers, sanitary sewers, water mains and service lines, drainage-way improvements, detention basins, and other improvements as required. Unless otherwise provided for in a separate development agreement, at the time of subdivision platting within the PUD, the subdivider shall be responsible for construction and/or installation of all required public infrastructure improvements in accordance with the City's Subdivision Ordinance, as indicated herein, and/or as indicated on the approved Village at Sugar Creek PUD Sketch Plan Map. With any subdivision plat within the PUD, the subdivider shall be responsible for constructing and/or installing the public infrastructure necessary to support development within the subdivision in a manner that will assure that the public infrastructure functions at an acceptable level of service (per City policies) and complies with the West Des Moines Subdivision Ordinance and the Des Moines Metropolitan Design Standards, as adopted by the City of West Des Moines, unless modified otherwise in this Ordinance. 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 public improvements 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.
  4. Flood Hazard: In all areas within a Base Flood (100 Year), or adjoining drainage ways, and detention ponding areas involving potential flood hazards, all buildings proposed to be located in a flood hazard area must be elevated and designed in accordance with the American Society of Civil Engineers publication ASCE 24 and no building shall be erected which has a minimum opening elevation (including top of window well) less than one foot (1') above the determined level of the Base Flood. In areas where historical high-water levels are above the Flood Insurance Rate Map (FIRM) Base Flood Elevation or special conditions exist, the City may require a Design Flood Elevation be calculated and used as the Base Flood Elevation for determination of elevation requirements. Buildings shall only be permitted within twenty-five feet (25') of any easement or property boundary of a major drainageway, storm water detention basin or pond if said location is approved as part of the development entitlement by the City Council and said building is structurally designed accordingly.
  5. Sanitary Sewer: The commercial and multi-family land uses proposed within this PUD are anticipated to generate more waste than the previously intended business park land use. The existing sanitary infrastructure within this area may not have sufficient capacity for the PUD

proposed land uses. The developer shall be responsible for infrastructure improvements necessary to account for additional capacity generated by the land uses. Any further change in approved land uses and/or densities for the PUD will require a reanalysis of the sanitary sewer to assure that adequate capacity is available for the proposed change(s).

6. Street Lighting: Unless otherwise provided for in a separate development agreement, the Developer shall be responsible for all costs associated with the installation of public and private street lights within or adjacent to any area included within the development.
7. Mailboxes: The Developer shall be responsible for installation of any required Cluster Box Units (CBUs) as per the local U.S. Postal Service Post Office.
8. The Village at Sugar Creek development shall incorporate an internal trail and sidewalk system connecting residential areas to Des Moines University, the commercial village, open natural areas and recreation amenities and to the City-wide trails and sidewalk system.
9. Interior site lighting should be located, designed and directed in such a way as to mitigate impact on adjacent uses.
  - a. Parking lot fixtures in proximity to residential dwellings on another property (as measured from the dwelling itself), including properties outside of the PUD area shall abide by the following:
    1. Fixtures greater than 150 feet away shall not exceed twenty-eight feet (28') in height as measured from the ground to the top of the light structure.
    2. Fixtures greater than 100 feet but less than 150 feet away shall not exceed twenty-two feet (22') in height as measured from the ground to the top of the light structure.
    3. Fixtures less than 100 feet away shall not exceed sixteen feet (16') in height.
  - b. The footcandle level at property lines not adjacent to a roadway shall be less than one.
  - c. All fixtures are to be downcast, cut-off variety to direct lighting to parking areas and pedestrian pathways and eliminate glare to neighboring properties. Bulbs shall not be exposed or extend down past the fixture. Care should be taken to ensure that adjoining properties are not looking up and into the bulbs of light fixtures. In addition to cut-off fixtures, particular attention shall be given to eliminate hot spots and light glare. To achieve this, additional measures may include, but are not limited to, lowering parking lot light levels after business hours, turning off lights not necessary for security purposes, and use of landscaping for light screening/blockage.
  - d. No wall packs or floodlighting are allowed, except that sconces or decorative lighting shall be permitted.
  - e. As a part of the review of each site plan, a photometric plan must be submitted. During the review, the applicant must demonstrate how lighting will not adversely affect adjoining properties.
  - f. Fixtures located 150 feet or less from a residential dwelling on another property, including properties outside of the PUD area shall be turned off no later than 30 minutes after the closing of the last business, except those lights necessary for security purposes.

**SECTION 6. LAND USE DESIGN CRITERIA:** In addition to the general criteria as stated above, the following land use regulations, development standards, and design criteria shall apply to the development of all PUD parcels designated on the Sketch Plan

- A. Parcels A & C: The intent of development within these parcels is to provide a variety of housing options ranging from detached homes, bi-attached townhomes and apartments.

All bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Residential Medium Density district shall apply to any development proposal within these parcels, unless noted otherwise in this ordinance. Only residential uses shall be allowed within these parcels.

Number of Dwellings: A maximum of eleven (11) dwelling units per acre, or 494 total dwellings shall be allowed within the 45.6 acres consisting of Parcels A, C and D collectively. No additional residential

dwellings shall be allowed regardless if the collective acreage of Parcels A, C and D is increased. Any reduction in the acreage of these parcels shall result in a corresponding reduction in the total number of dwellings allowed (calculated based on 11 DU/acre).

- B. Parcel B: The intent of development within this parcel is to allow for commercial and office uses that primarily serve the needs of students, staff and visitors to the adjacent Des Moines University Campus and nearby residents. The scale of buildings and intensity of uses shall respect surrounding residential uses. This area shall be designed with walkability at its core via an enhanced pedestrian promenade physically separated from vehicle use areas. All buildings within this area shall be visually cohesive through design, materials and colors and shall be integrated with the natural topography of the parcel.

All general use and bulk regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Neighborhood Commercial (NC) district shall apply to any development proposal within this parcel, unless noted otherwise in this ordinance.

Prior to development of any ground within Parcel B, including grading activities, this PUD Ordinance shall be amended to specify development allowances, regulations, requirements, and restrictions to be applied within Parcel B. As part of the amendment, precedent architectural images shall be included to illustrate the design concept and components to be incorporate within all buildings within the Parcel. The design of buildings within Parcel B shall comply with the Architectural section included within this PUD and shall be cohesive in design, materials and colors amongst all building within the parcel as well as with any constructed residential.

- C. Parcel D: The intent of this parcel is to provide land for a future public park that will be combined with adjacent properties north of the Village at Sugar Creek PUD to provide park land for the larger area.

**SECTION 7. STREETSCAPES AND BUFFERS:** Buffering between zoning districts shall be required as set forth in Title 9, Chapter 19 of the city code. Specifically, a minimum thirty-foot (30') buffer is required along the east property line of the Village at Sugar Creek development. A minimum thirty-foot (30') streetscape buffer shall be required along both sides of new Booneville Road, S 81<sup>st</sup> Street and the east side of S 88<sup>th</sup> Street. Vegetation requirements shall abide by City Code as provided for a 30' buffer regardless if a streetscape or buffer. Quality existing trees and shrubs as determined by a qualified arborist and not otherwise listed on the City's prohibited tree list or of an Ash variety may be counted toward the buffer planting requirements.

**SECTION 8. ARCHITECTURE:** The intent is to create building facades throughout this development that are varied and articulated to provide visual interest and to establish a unique identity for each parcel within the development. Although it is understood and preferred that not all buildings within a parcel are identical, each building will include design elements as well as common materials, complimentary colors and detailing to provide continuity amongst buildings and to unite all structures within a parcel into one project concept. The architectural design of any building within this development shall be acceptable to the City.

Final details of actual design, materials, colors and detailing will be provided at the time of individual site plan approvals. Once City approval is obtained on a particular building design, any alteration in design before or during construction must be reviewed and approved by the City's Development Services Department.

- A. All buildings within this development shall accommodate or incorporate the following in building design and materials:
  - 1. All sides to each building shall receive high quality materials, finishes, and details (360 degree architectural treatment). There are no "backs" to a building.
  - 2. Form and Scale: Building design shall consider the scale of the building and create a distinct and intended transition to the height, bulk, and scale of the building depending on the surrounding development. Building entries, front porches for residential uses, pedestrian areas, plazas and street level uses and functions should be designed to engage the pedestrian with the activities

occurring within them and should be designed to be in the scale appropriate to the use and function of the space.

3. Roof and Building Mounted Mechanical Equipment: Views of equipment from roadways and adjoining development sites shall be mitigated by screening incorporated into the design of the building through location and the use of equipment penthouse, parapets, screening walls, or other acceptable solutions as identified during the review of the site plan.
4. Material Quality and Detail:
  - a. The choice of materials and texture has great visual significance and can affect the long-term appearance of the city. Proper selection of exterior building material is directly related to the durability of the building against weathering and damage from natural forces. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time. Natural materials such as brick and stone shall be used as the major cladding elements of the facade. Acceptable cladding for the balance of the building and trim materials will be determined with the review of each parcel's site plan.
  - b. Variation in materials, material modules, expressed joints, textures, colors and details shall be used to break up the mass of the buildings. Changes in materials shall be aligned with changes in plan or roof form to emphasize these changes in building mass and shall have the appearance of 3-dimensional elements.
5. Outdoor Living Area: All dwelling units within multi-family buildings shall provide decks/balconies of a useable size, a defined public plaza or common outdoor living space. Minimum usable area and design criteria will be determined with each parcel's site plan review.

**SECTION 9. SIGNAGE:** All signage within the PUD shall be designed, constructed and maintained in accordance with the West Des Moines Sign Code. The zoning district designated for application of bulk regulations for each parcel shall govern signage allowances and design.

**SECTION 10. PARKLAND DEDICATION:** All residential developments shall abide by the City's Parkland Dedication regulations. Intended amenities and facilities to fulfill dedication requirements shall be identified as part of preliminary plat/site plan review of each PUD parcel or development proposal. A Parkland Dedication Agreement, acceptable to the Parks and Recreation Department, detailing the specifics related to the Parkland Dedication requirements for each area developed as residential is required to be executed in conjunction with the associated site plan. At the time of final platting of land intended to fulfill park and greenway requirements, said land shall be deeded to the City.

**SECTION 11. VEHICLE TRIP ALLOCATIONS:** A Traffic Impact Study (study) dated August 27, 2021, has been prepared for the Village at Sugar Creek development. Per the study, the development has been allocated 789 P.M. peak hour trips; 380 A.M. peak hour trips; and 6,629 Average Daily Trips (ADT). As development proposals are approved, the number of vehicle trips generated by the proposed development will be subtracted from the total trips allocated to the development. Approval of this PUD does not constitute a guarantee that the proposed plan can be implemented. Development of all parcels and implementation of desired land uses, including specific high traffic generating tenants, will be limited by the available number of trips.

Should anticipated traffic exceed the total trips allocated for the Village at Sugar Creek development prior to full build out, further development of parcels may be limited or prohibited. Alternate uses to those planned within the study and approved as part of this PUD ordinance may be allowed, following completion of an amended traffic study analyzing the proposed alternative and appropriate City approval of an amendment to the respective PUD ordinance and/or PUD Sketch map, if necessary, if the existing uses and the proposed change(s) collectively do not exceed the total trips allocated to the development.

**SECTION 12. STORM WATER MANAGEMENT:** Individual Storm Water Management Plans will be required with each preliminary plat or site plan for ground within the PUD area. The Developer will have said Storm Water Management Plans prepared by a Professional Engineer licensed in the State of Iowa. The Storm Water Management Plans shall comply with the City's current design standards for storm water

management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of a preliminary plat or site plan.

At time of final platting of a developable parcel or site plan if development is not known at the time of platting, ownership and responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established through the execution of a Storm Water Facility Maintenance Agreement prepared by the City with information provided by the developer. This agreement essentially provides that the property owner will maintain and repair their storm water facilities. If they fail to do so, the city will make repairs or perform maintenance and assess all costs back to the property owner. Upon installation of storm water management facilities, the property owner will be responsible to provide as-built drawings and a letter certifying the detention facility was constructed in in conformance with the approved Storm Water Management Plan. The letter and as-built plans will be required prior to the issuance of a final occupancy permit for the first building or residential dwelling on property which is served by a particular detention facility. Both the letter and as-builts will need to be signed and sealed in accordance with Chapter 6, 193C-6.1(542B) of the Iowa Code.

**SECTION 13. MASTER PROPERTY OWNERS ASSOCIATION:** If deemed necessary, proper action shall be taken to establish a property owners association. The property owners association shall be responsible for the ongoing upkeep and maintenance of any private infrastructure, common grounds such as buffer parks, storm water detention facilities, greenbelts, plazas and other common space, and any other specific development improvements noted as their responsibility in this ordinance or otherwise determined as part of the platting or site plan process.

**SECTION 14. FIRE ACCESS:**

- A. All internal drive aisles and parking lots shall permit the travel of the Fire Department's largest vehicle, including adequate accommodation of the vehicle's turning needs. Approval of unique design solutions to accommodate fire access may be granted by the City Council if, the solutions proposed are recommended by the West Des Moines Fire Department.
- B. At the discretion of the City's Fire Marshal, "No Parking Fire Lane" areas may be established as necessary to ensure efficient movement and access of the fire trucks. Unless otherwise agreed upon, the developer of the Pavilion Park development shall be responsible for the procurement and erection of approved fire lane signage.
- C. All access drives and drive aisles shall maintain a minimum of twenty feet (20') of clear pavement.
- D. A minimum of fourteen feet (14') of vertical clearance over the travel portion shall be maintained at all times over all vehicle travel ways.
- E. The developer or its designee shall be responsible for enforcement of no parking lanes and maintaining adequate clearance of structures and vegetation along and above all vehicle travel ways regardless if public or private.
- F. Adequate fire accesses as determined by the City's Fire Marshal shall be provided at all times to those areas under construction.

**SECTION 15. REPEALER:** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**SECTION 16. SAVINGS CLAUSE:** If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 17. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 18. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 19. EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

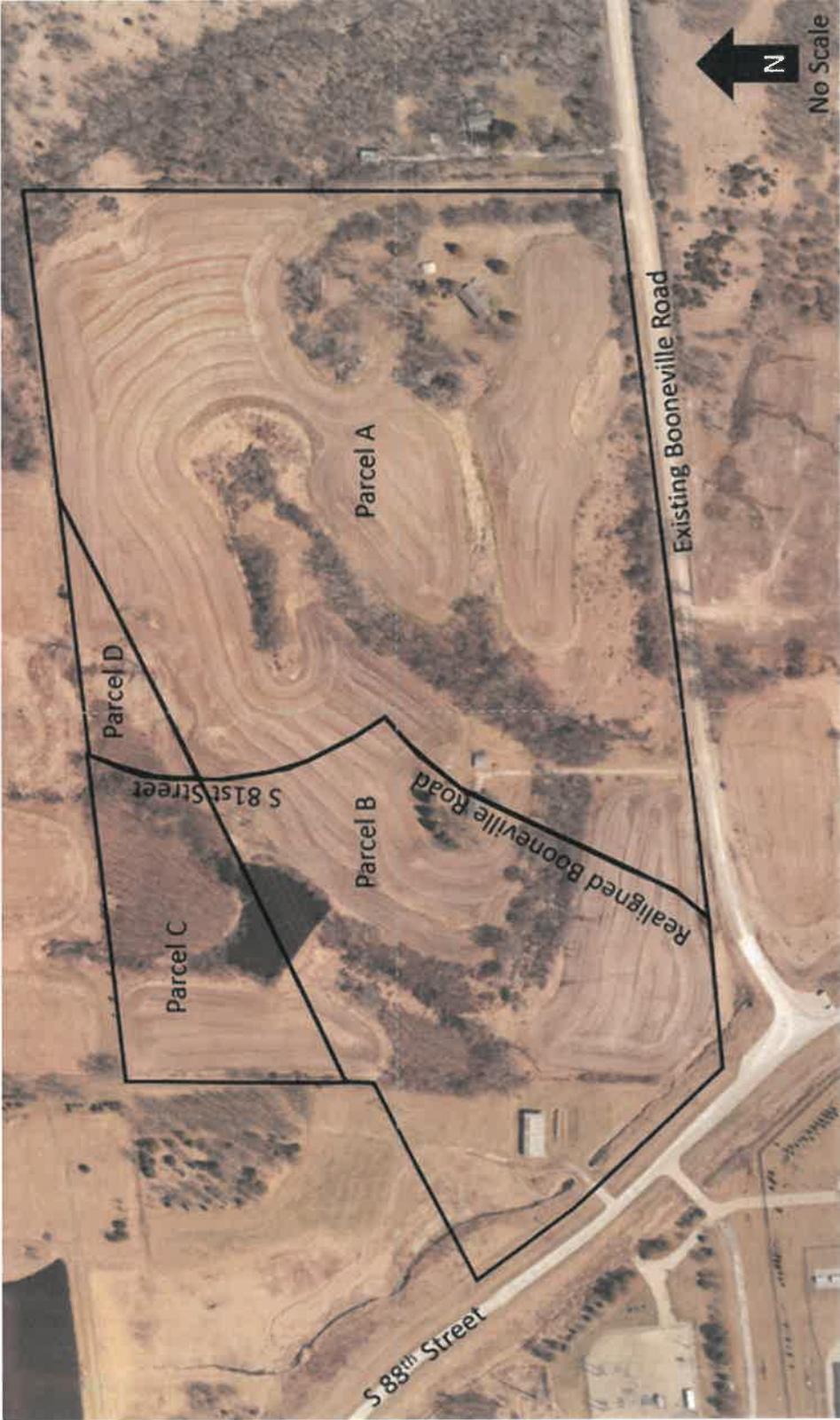
ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2021, and was published in the Des Moines Register on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

PUD Sketch Plan



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

**ITEM:** Termination of 4125 Westtown Parkway Urban Renewal Area  
-City Initiated

**DATE:** November 1, 2021

**ORDINANCE:** Approval of the Second Reading, and Waive Third Reading and Adopt Ordinance repealing Ordinance number 1990 providing for the division of taxes levied on the taxable properties in the 4125 Westtown Parkway URA

**FINANCIAL IMPACT:** There are no fiscal impacts associated with this termination.

**BACKGROUND:** The 4125 Westtown Parkway Urban Renewal Plan was adopted by action of the City Council on May 28, 2013. The TIF District has almost reached its maximum lifespan, according to state code, and there is no debt to be certified against the TIF.

The 4125 Westtown Parkway Renewal Plan and corresponding TIF district was created to facilitate a Development Agreement between the City, 4125 Westtown, LLC, Hurd Westtown, LLC, and Shive Hattery, Inc. to support the redevelopment of the property at 4125 Westtown Parkway through Tax Increment Finance rebates.

The Resolution terminating the URP and ending the Urban Renewal Area was approved by City Council on October 18, 2021

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed termination.

**RECOMMENDATION:** Staff recommends the approval of the second reading, waiver of the third reading and adopt the Ordinance repealing Ordinance Number 1990.

Lead Staff Member: Rachel Wacker, Business Development Coordinator

**STAFF REVIEWS**

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

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

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

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Finance & Administration		
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Exhibit I -Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE **REPEALING** ORDINANCE NO. 1990 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 4125 WESTOWN PARKWAY URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA.

WHEREAS, the City of West Des Moines (“City”) adopted the 4125 Westown Parkway Urban Renewal Plan (“Plan”) for the 4125 Westown Parkway Urban Renewal Area (“Urban Renewal Area”) by action of the City Council on May 28, 2013; and

WHEREAS, the City adopted Ordinance No. 1990 on June 10, 2013 to implement the division of property tax revenues under Iowa Code Section 403.19 in the Urban Renewal Area; and

WHEREAS, any debt that has been certified for reimbursement from the Urban Renewal Area has been fully paid and there are no current obligations under the Plan to be paid from any tax increment within the Urban Renewal Area; and

WHEREAS, the projects described in the Plan are contemplated, and therefore the City determined the Plan was no longer needed and the City Council has terminated the Plan and the Urban Renewal Area by Resolution No. \_\_\_\_\_; and

WHEREAS, accordingly, the City has determined to repeal Ordinance No. 1990 providing for the division of taxes levied on taxable property in the Urban Renewal Area.

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

Section 1. That Ordinance No. 1990 is hereby repealed in its entirety and shall have no further effect.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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

Read First Time: \_\_\_\_\_, 2021      Vote for passage: \_\_\_\_\_

Read Second Time: \_\_\_\_\_, 2021      Vote for passage: \_\_\_\_\_

Read Third Time: \_\_\_\_\_, 2021      Vote for passage: \_\_\_\_\_

PASSED AND APPROVED: \_\_\_\_\_, 2021.

I, \_\_\_\_\_, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2021, signed by the Mayor on \_\_\_\_\_, 2021, and published in the Des Moines Register on \_\_\_\_\_, 2021.

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

01933766-1\11333-245

**NO CHANGE FROM PREVIOUS READING**

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

**DATE: November 1, 2021**

**ITEM:**

Ordinance - Approval of Second Reading, Waive Third Reading and Adoption of the Traffic Code Amendment in final form

No Parking Zones

Delavan Drive – Grand Avenue to terminus of Delavan Drive – South Side

56<sup>th</sup> Street – EP True Parkway to 85 feet south of centerline of Highland Court – East Side

**FINANCIAL IMPACT:** None.

**BACKGROUND:**

On Delavan Drive, parking is currently allowed on the south side of the street. This area has been used for long term parking of semi-tractor trailer trucks, dropped trailers and these are creating issues for school buses traveling on the street to and from the school district’s bus facility. This Traffic Code Amendment would remove parking on the south side of Delavan Drive to improve traffic operations on the street.

On 56<sup>th</sup> Street parking is allowed on the east side of the street. With the change in traffic patterns at Westridge Elementary School this year, parked vehicles along the east side near the parking lot entrances created visibility and congestion problems. Parking on the east side has been temporarily removed which has created much better traffic flow along 56<sup>th</sup> Street. This Traffic Code Amendment would remove parking along the east side of 56<sup>th</sup> Street between EP True Parkway and the school crosswalk south of Highland Court.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

Staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form.

**Lead Staff Member: Brian Hemesath, P.E.**

**STAFF REVIEWS**

Department Director	Brian Hemesath, PE	
Appropriations/Finance		
Legal		
Agenda Acceptance		
<b>PUBLICATION(S)</b> (if applicable)		<b>SUBCOMMITTEE REVIEW</b> (if applicable)

Published In	Des Moines Register		Committee	Public Services
Dates(s) Published			Date Reviewed	October 25, 2021
			Recommendation	Yes

S:\PWENGR\0260 City Code\008 Parking Regulations\PINKIES\5th Street - 45 feet south of Walnut - 1st Reading.doc

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.**

**SECTION 1. AMENDMENT. TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9 (TRAFFIC SCHEDULES), SECTION 5-1 (NO PARKING ZONES):** is hereby amended by adding the following in alphabetical order:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side</u>
<i>Delavan Drive</i>	<i>Grand Avenue</i>	<i>Terminus of Delavan Drive</i>	<i>South</i>
Fifty Sixth Street	Centerline of Highland Court EP True Parkway	85 60 feet south of centerline of Highland Court	East
Fifty Sixth Street	20 feet north of centerline of Northview Place	60 feet south of centerline of Northview Place	East

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

**SECTION 5. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section in the Ordinance, 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 AND APPROVED** this 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

Published in the Des Moines Register this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



# No Parking Zones

 No Parking Zone



**NO CHANGE FROM FIRST READING****CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION****DATE: November 1, 2021****ITEM:**

Ordinance – Approval of Second Reading, Waive Third Reading and Adoption of Traffic Code Amendments in final form.

Special Speed Zones and Penalty

Grand Avenue – 680 feet west of west I-35 Ramp to Western Terminus of Grand Avenue

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

Approval of the Ordinance will assign a 40 mph speed limit to Grand Avenue from 680 feet west of the west ramp of I-35 ramp to the western end of Grand Avenue. The connection of Grand Avenue between Jordan Creek Parkway to South 88<sup>th</sup> Street as well as developments along Grand Avenue, such as the West Grand Business Park, MidAmerican Energy Company RecPlex, Des Moines University and DMACC has created increased traffic volumes for this three-lane section of the street. This amendment also will update the penalty section under Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 14 (Penalty) to be consistent with the State of Iowa update to the schedule of fees.

**RECOMMENDATION:**

Staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form.

**Lead Staff Member: Brian Hemesath, P.E.**

**STAFF REVIEWS**

Department Director	Brian Hemesath
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In	Des Moines Register	Committee	Public Services	
Dates(s) Published		Date Reviewed	October 25, 2021	
		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: AMENDMENT. TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9 (TRAFFIC SCHEDULES), SECTION 10 (SPECIAL SPEED ZONES) is hereby amended by adding the bold italicized text and deleting the highlighted strikeout text:

No person shall drive a motor vehicle on the following designated streets or portions thereof, at a speed in excess of that specified herein. Special speed zones are established as follows:

All Granular Surfaced Roadways

On all granular surfaced roadways within the City limits at 35 miles per hour unless a special speed zone is established which requires a lower speed limit.

...

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Speed</u>
Grand Avenue	Vine Street	<del>1,268 feet south of Park Drive</del> <b><i>Scenic Valley Drive</i></b>	35 mph
Grand Avenue	<del>1,268 feet south of Park Drive</del> <b><i>Scenic Valley Drive</i></b>	<del>Fiftieth (South) Street</del> <b><i>680 feet west of west I-35 ramp</i></b>	45 mph
Grand Avenue	<del>Fiftieth (South) Street</del> <b><i>680 feet west of west I-35 ramp</i></b>	<del>Western corporate limits</del> <b><i>terminus</i></b>	<del>45</del> <b><i>0</i></b> mph

...

SECTION 2: AMENDMENT. TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9 (TRAFFIC SCHEDULES), SECTION 14 (PENALTY): is hereby modified by adding the bold italicized text and deleting the highlighted strikeout text:

Unless otherwise provided herein *or by the Code of Iowa*, any person who violates the provisions of this chapter, upon conviction, shall be punished not in excess of a one hundred dollar (\$100~~5.00~~) fine or in excess of thirty (30) days' imprisonment.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 4. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 5. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with the applicable fine plus applicable surcharge and court costs.

SECTION 6. 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 \_\_\_\_\_ 2021.

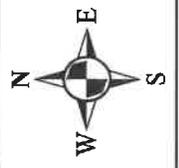
\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2021.

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



# Grand Ave Speed Zone Change

— Speed Zone    - - - Corporate Limit



## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

**Meeting Date:** November 1, 2021

**ITEM:** Amendment to City Code – Amend Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Alleys), Section 1 (Use of Public Ways Restricted), to allow approval of the use of city property for construction staging. AO-005359-2021

### **RESOLUTION: Approval of Second Reading of Ordinance Amendment**

**Background:** Development Services Staff requests an amendment to the noted chapter and section of Title 7 (Public Ways and Property) to give the City, in its sole discretion, the ability to allow the use of public property for construction staging:

Specifically, the following changes are proposed with this request:

- Title 7 (Public Ways and Property); Chapter 1 (Streets, Sidewalks and Alleys)
  - Section 1 (Use of Public Ways Restricted)

#### **Staff Review & Comment:**

- **Ordinance Amendment Intent:** The City has been approached by developers to use public property areas, outside of right-of-way, for staging of construction materials and equipment when such activities cannot be supported on the project site. Staff has reviewed the requests and determined there is a need to create a permitting process to allow such requests, especially as certain areas redevelop, such as Valley Junction.
- **Key Aspects of Proposed Amendment:** This ordinance amendment gives the City, in its sole discretion, the ability to allow the use of public property for construction staging. The authority to approve will be either by City Council or administratively by Staff depending on the size of the area to be used. This will follow the project area allowance used for a Minor vs. Major Modification planning application, with the maximum allowed size Staff can approve to be 2,000 square feet. In addition, the developer will be required to enter into a lease agreement with the City which will set forth the requirements for safety, maintenance, and restoration of public facilities. The lease will also include provisions regarding insurance, performance bond/security deposit, length of time, penalties, etc.

**Outstanding Issues:** There are no outstanding issues.

#### **City Council First Reading:**

Date: October 18, 2021

Vote: 4-1 for approval with Councilman Trevillyan voting no

Councilman Trevillyan stated that he does not believe it is appropriate to lease City owned property for construction staging for private development.

City Council policy is to waive the third reading for an ordinance amendment if the vote for the first reading is unanimous. Therefore, only consideration of the second reading of this item will be done at the November 1<sup>st</sup> meeting, with consideration of the 3<sup>rd</sup> reading and adoption to occur at the November 15<sup>th</sup> meeting.

**Recommendation:** Approve the Second Reading of the Ordinance Amendment.

**Lead Staff Member:** Linda Schemmel

**Approval Meeting Dates:**

City Council: First Reading	October 18, 2021
City Council: Second Reading	November 1, 2021
City Council: Third Reading & Adoption	

**Staff Report Reviews**

City Council	<input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
	<input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Agenda Acceptance

**Publications**

Published In	N/A
Date Published	N/A

**Subcommittee Review (if applicable)**

Committee	Public Service		
Date Reviewed	July 26, August 9, and October 11, 2021		
Recommendation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Split

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 7, (PUBLIC WAYS AND PROPERTY), CHAPTER 1, (STREETS, SIDEWALKS AND ALLEYS); SECTION 1 (USE OF PUBLIC WAYS RESTRICTED) TO ALLOW APPROVAL OF USE OF CITY PROPERTY FOR CONSTRUCTION STAGING. **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**SECTION 1. AMENDMENT. Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Alleys), Section 1 (Use of Public Ways Restricted), is hereby amended by adding the bold italic text:**

- A. Use Of Streets For Business Purposes: It shall be unlawful to park, store or place any vehicle, equipment, machinery, or any goods, wares, and merchandise of any kind upon any public street or right-of-way, or Municipally owned property for the purpose of storage, exhibition, sale or offering same for sale, except in accordance with applicable provisions of this Code and other applicable City regulations or policies as approved by the City Council.
  
- B. Obstruction Of Public Ways: It shall be unlawful for any person to place or cause to be placed over, into or upon any of the public streets and sidewalks of the City any obstruction whatsoever, including any building, fence, structure, projection, awnings, canopies, marquees, signs, flags, lumber, timber, brick, stone or other material, coal, wood, goods, wares or merchandise, decorations, planters, rubbish, debris, produce or other commodities, except for the purpose of immediate transfer, or for immediate construction or lawful repair of such street or sidewalk, or except as may be excepted in this chapter or in other ordinances of the City.
  
- C. Certain Commercial Use Of Public Sidewalks: Due to minimal setbacks of buildings from the public right-of-way and in an effort to encourage a lively, viable, pedestrian oriented street culture in the Valley Junction Historic Business (VJHB) District, the use of the public sidewalks may be allowed in accordance with the following provisions:  
...
  - 5. Sidewalk Cafes On The Public Right-Of-Way: In the Valley Junction Historic Business (VJHB) District, the use of the public sidewalks for sidewalk cafes and outdoor service areas may be allowed in accordance with the following provisions, ***or as otherwise allowed by City Council:***...  
- D. ***Construction Staging on Public Property: The use of public property, except public streets and sidewalks, may be allowed at the City's sole discretion for the staging of construction vehicles, equipment, materials, and related items for a development project within close proximity on a temporary basis. If allowed by the City, the parties shall enter into a short-term lease agreement permitting the parking, storing, placing***

*of construction related items on city property. Said lease agreement may be approved administratively by city staff unless the areas to be utilized exceeds 2,000 square feet.*

**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 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 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 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 \_\_\_\_\_, 2021, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021, and was published in the Des Moines Register on \_\_\_\_\_, 2021.

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

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

**ITEM:** Resolution – Award Contract –  
Railroad Park Restrooms

**DATE:** November 1, 2021

**FINANCIAL IMPACT:** Total contract amount of \$527,935.00, including (2) deduct alternates. Project costs will be paid from G/L account 500.000.000.5250.490.

Of the total project cost, only \$313,700.00 is available in the CIP budget for this project, (No. 0510 032 2019). To address this deficiency, the following steps are proposed:

- Use \$16,000 which was previously allocated in the CIP budget for Landscaping (Project No. 0510 066 2021).
- Use \$150,000 which was previously allocated in the CIP budget to construct the Val Gate Entrance Signs (Project No. 0510 052 2021). This project has an overall budget of \$180,000 but is currently under a \$30,000 contract for design services. The construction could be reconsidered for a future CIP budget (likely for FY 22-23, in which case the sign project could still occur in the second half of 2022).
- Remaining funds will be covered by known cost-savings on other CIP projects.

**BACKGROUND:** Bids were received for the Railroad Park Restrooms on October 13, 2021. Three (3) contractors submitted bids and all were substantially higher than the estimate prepared by the project design consultant, Studio Melee. The low base bid in the amount of \$542,457.00 was submitted by GTG Companies from Johnston, Iowa. As this was significantly higher than the estimated cost of \$358,456.73 and well over the available budget of \$313,700.00, Council was asked to defer action on the award of contract at the October 18, 2021 meeting to allow time for the consultant team and staff to make an informed recommendation. Three (3) deduct alternates were included as part of the bid, and staff is recommending accepting two of the three alternates for a deduction of \$14,540. This includes deduct alternates #2 (accent and decorative lighting) and #3 (interior masonry finish changed from burnished concrete block to painted concrete block).

Staff also met with Studio Melee and GTG Companies to discuss other potential cost savings on the project. The contractor noted the most significant contributor to the cost overage was a labor shortage, increased labor costs, and an increase in the cost of materials including steel, concrete, and HVAC equipment. A couple potential cost saving measures were identified including changing roof framing from steel to wood (possibly \$8-10,000) and changing the restroom from year-round to seasonal by removing heating, service electrical & insulation (possibly \$15-20,000). The substitution of materials was

and changing the exterior from brick to burnished block (no estimate given). Staff did not feel that changes to exterior materials were acceptable due to the need to match existing materials within Railroad Park. If the contract is awarded, these changes will be further evaluated and discussed with the contractor.

After discussion with the project team, Finance Director and City Manager, staff is recommending proceeding with the award of contract to the low bidder, GTG Companies. Identified cost-savings are not significant enough to warrant redesigning and rebidding the project in hopes of receiving lower bids. Due to the high use of Railroad Park, this restroom will be a valued asset for the Valley Junction area. The contractor can begin the project immediately and get much of the utility, foundation, rough in and masonry work completed prior to winter. In addition, they have noted additional construction can continue over the winter months, all of which will minimize the impact to the park events starting up again next spring. There is also risk that delaying the project and rebidding may result in even higher costs.

A copy of the bid tabulation is attached.

**RECOMMENDATION:** That the Council pass the resolution to award the contract for the Railroad Park Restrooms in the amount of \$527,935.00 and defer construction of the Val-Gate Signage (Project 0510 052 2021) to a future year.

**Lead Staff Member:** David Sadler, Superintendent of Parks

**STAFF REVIEWS**

Department Director	Sally Orgies, Director of Parks and Recreation
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	October 8, 2021

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

## Resolution Approving Contract

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

### Railroad Park Restrooms

and,

**WHEREAS**, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

**WHEREAS**, the bid of GTG Companies of Johnston, Iowa in the amount of \$527,935.00 is 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 Railroad Park Restrooms project is hereby awarded to GTG Companies the amount of \$527,935.00 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks 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 Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

**PASSED AND APPROVED** this 1<sup>st</sup> day of November, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

## BID TABULATION FORM



**PROJECT NAME** WEST DES MOINES PARKS & RECREATION  
**& NUMBER:** RAILROAD PARK RESTROOMS PROJECT  
 0510-032-2019

**OWNER:** CITY OF WEST DES MOINES  
 4200 MILLS CIVIC PARKWAY  
 WEST DES MOINES, IOWA 50265

**BID DATE & TIME:** October 13<sup>th</sup>, 2021 @ 2:00 PM

**ARCHITECT:** STUDIO MELEE

BIDDER NAME	Trinity Construction	Lang Construction	GTG		
<b>BID ITEM</b>					
<b>BID BOND (BID SECURITY)</b>	X	X	X		
<b>BIDDER STATUS FORM</b>	X	X	X		
<b>PROPOSAL FORM</b>					
ADDENDUM #01	X	X	X		
ADDENDUM #02	X	X	X		
ADDENDUM #03	X	X	X		
<b>BASE BID</b>	\$710,105.00	\$612,000.00	<b>\$542,475.00</b>		
<b>ALTERNATES</b>					
DEDUCT ALTERNATE #01	(\$13,950.00)	(\$9,000.00)	(\$16,000.00)		
DEDUCT ALTERNATE #02	(\$4,030.00)	(\$3,200.00)	(\$3,250.00)		
DEDUCT ALTERNATE #03	(\$10,000.00)	(\$7,400.00)	(\$11,290.00)		
<b>TOTAL ALTERNATE DEDUCTIONS</b>	<b>(\$27,980.00)</b>	<b>(\$19,600.00)</b>	<b>(\$30,540.00)</b>		

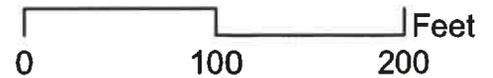


**VICINITY MAP**



**LEGEND**

- Project Location
- Park & Greenway



	PROJECT: <b>RAILROAD PARK RESTROOMS</b>		
	LOCATION: <b>425 RAILROAD AVENUE</b>		
DRAWN BY: <b>MAA</b>	DATE: <b>5/12/2021</b>	PROJECT NO.:	SHT. <b>1 of 1</b>

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

**ITEM:** Public Hearing for Amendment No. 4 to Historic West Des Moines Urban Renewal Plan - City Initiated

**DATE:** November 1, 2021

**RESOLUTION:** Resolution adopting Amendment No. 4 to Historic West Des Moines Urban Renewal Plan

**FINANCIAL IMPACT:** It is anticipated that the City will commit to issuing property tax rebates not to exceed \$212,318.32 under the Property Tax Rebate program. This is a change from \$155,000 in the previous amendment.

**BACKGROUND:** The Historic West Des Moines Urban Renewal Plan (Plan) was adopted by City Council Resolution on April 3, 2017. The TIF Ordinance was later amended on June 12, 2017. The 3<sup>rd</sup> amendment was approved on May 17, 2021.

Because of issues within the supply chain, Junction Development Catalyst, LLC now has the ability to better refine the project costs and timing of material deliveries. They are requesting an amendment to the minimum assessment agreement from \$1,662,000 to \$2,240,000 and an extension to the project completion date from May 31, 2022 to December 30, 2022.

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment.

**RECOMMENDATION:** Staff recommends that the City Council approve a resolution adopting Amendment No. 4 to the Historic West Des Moines Urban Renewal Plan.

**Lead Staff Member:** J. Bradley Munford, Business Development Coordinator

**STAFF REVIEWS**

Department Director	Clyde E. Evans, Director, Community and Economic Development
Appropriations/Finance	
Legal	
Agenda Acceptance	

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

Published In	Des Moines Register
Dates(s) Published	N/A

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	F&A
Date Reviewed	September 8, 2021
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

**ATTACHMENTS:**    Exhibit I        Amendment No. 4 to the Historic West Des Moines Urban Renewal Plan  
                           Exhibit II        Resolution

**AMENDMENT NO. 4**

**to the**

**HISTORIC WEST DES MOINES  
URBAN RENEWAL PLAN**

**for the**

**HISTORIC WEST DES MOINES  
URBAN RENEWAL AREA**

**WEST DES MOINES, IOWA**

**Original Area - 2017  
Amendment No. 1 - 2019  
Amendment No. 2 - 2020  
Amendment No. 3 - 2021  
Amendment No. 4 - 2021**

**Amendment No. 4  
to the  
Historic West Des Moines Urban Renewal Plan  
for the  
Historic West Des Moines Urban Renewal Area  
City of West Des Moines, Iowa**

**INTRODUCTION AND HISTORY**

The Historic West Des Moines Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Historic West Des Moines Urban Renewal Area (“Area” or “Urban Renewal Area”) adopted in April 2017, was amended in 2019, 2020, and earlier in 2021. The Urban Renewal Plan is being further amended by the adoption of this Amendment No. 4 to the Plan (“Amendment” or “Amendment No. 4”) to update the description of a previously approved urban renewal project to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original Urban Renewal 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 shall control. Any subsection of the Plan not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

**DEVELOPMENT PLAN**

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’s”) 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 in the Plan, as amended.

**UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECT**

Numerous projects were previously approved for the Urban Renewal Area and are continuing. With the adoption of this Amendment No. 4, the City is updating the description of the following urban renewal project which was originally approved in Amendment No. 3 the Plan.

A. *Junction Development Catalyst, LLC (or related entities)*: The proposed urban renewal project anticipates Junction Development Catalyst, LLC (or a related entity) constructing a three-story, mixed-use building with 4,200 square feet of first floor commercial space and 11 upper floor apartments affordable to LMI individuals or families. Construction is expected to be substantially completed by September 1, 2022. It is estimated that total construction costs for the buildings will exceed \$2,640,000. The City expects to make annual grants to Junction Development Catalyst, LLC in the

form of rebates of incremental taxes generated by the project, over period of not to exceed five (5) years. The cost of such grants shall not exceed \$212,318.32 and will be subject to the terms and conditions of a detailed development agreement.

**FINANCIAL DATA**

1.	July 1, 2021 constitutional debt limit:	\$468,115,757
2.	Current outstanding general obligation debt:	\$255,871,703
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 4 has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional 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. Subject to the foregoing, it is estimated that the City's costs for the Eligible Urban Renewal Projects (Amendment No. 4) as described above will be approximately as stated in the next column:	\$212,318.32  This does not include financing costs related to debt issuance, 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 and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

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. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

**REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE HISTORIC WEST DES MOINES URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 17-04-03-14, adopted April 3, 2017, 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 Historic West Des Moines Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Historic West Des Moines Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has subsequently been amended several times, most recently by an Amendment No. 3 to the Plan, adopted May 17, 2021, and which Plan, as amended, is on file in the office of the Recorder of Polk County, Iowa; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA AND AMENDMENT NO. 1 AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JUNCTION, TO THE NORTHEAST CORNER OF SAID LOT 60, OF SAID BUTLER'S ADDITION TO VALLEY JUNCTION;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE SOUTHEAST CORNER OF SAID LOT 17, OF SAID BLOCK 1, OF SAID VALLEY JUNCTION;

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

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

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

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

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

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

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

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

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID GOODMAN INDUSTRIAL PARK, TO THE SOUTHEASTERLY CORNER OF WEST GREEN INDUSTRIAL PARK PLAT 1, AN OFFICIAL

SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, IOWA;

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, a proposed Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the description of a previously approved urban renewal project 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 no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on October 4, 2021, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 4 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 4 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Business Development Coordinator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 4 for this meeting of the Council, and due and proper notice of the

public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 4, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

That the findings and conclusions set forth or contained in Amendment No. 4 concerning the area of the City of West Des Moines, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

This Council further finds:

Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

The Plan, as amended, and Amendment No. 4 conform to the general plan for the development of the City as a whole; and

Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

That the provision of public improvements related to housing and residential development will encourage housing and residential

development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

That Amendment No. 4 to the Historic West Des Moines Urban Renewal Plan of the City of West Des Moines, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 4 to the Historic West Des Moines Urban Renewal Plan for the City of West Des Moines, State of Iowa"; Amendment No. 4, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 4 with the proceedings of this meeting.

That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 4 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 4 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 4, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 1<sup>st</sup> day of November, 2021.

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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:** Ashworth Corridor Urban Renewal Plan Amendment No. 5      DATE: November 1, 2021  
- City Initiated

**RESOLUTION:** Approval of the Resolution adopting Amendment No. 5 to the Ashworth Corridor Urban Renewal Plan

**FINANCIAL IMPACT:** The City will be entering into a development agreement to reimburse Jordan Creek Associates, LLC in the form of an economic development grant of \$2,379,312. In addition, the City will be expending funds for the construction of infrastructure to support the project, construction of 76<sup>th</sup> Street from Ashworth Road southerly to its current terminus just north of Aspen Drive. The entire cost of the infrastructure improvement should not exceed \$781,501.

**BACKGROUND:** The City Council approved the original Ashworth Corridor Urban Renewal Plan in 2009, and amended the plan in 2016, 2017, 2018, and 2020. 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 and an Economic Development Grant.

As required by law, the City held a consultation meeting with taxing entities regarding this proposed urban renewal plan on October 13, 2021. No one other than City staff attended the Consultation Meeting and no additional comments or questions were received during the comment period.

**OUTSTANDING ISSUES:** There are no outstanding issues regarding this proposed amendment.

**RECOMMENDATION:** Staff recommends the approval of the Resolution approving the amendment to the urban renewal plan.

**Lead Staff Member:** Clyde E. Evans, AICP

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	October 22, 2021

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	F&A		
Date Reviewed	8/19/2020		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

**ATTACHMENTS:**

- Exhibit I - Proposed Ashworth Corridor Urban Renewal Plan  
Amendment #5
- Exhibit II - Resolution

**AMENDMENT NO. 5**

**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. 5 - 2021**

**AMENDMENT NO. 5  
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, 2018, and 2020. The Urban Renewal Plan is being further amended by the adoption of this Amendment No. 5 to the Plan ("Amendment" or "Amendment No. 5") to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment No. 5, 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. 5 shall control. Any subsections not mentioned in this Amendment No. 5 shall continue to apply to the Plan, as previously amended.

**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's") 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 that are not being modified by this Amendment.

**ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 5)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment No. 5 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>
76th Street - Ashworth Road southerly to the terminus of the current 76 <sup>th</sup> Street; Public street construction, and related activities including related utilities and sewers, storm water conveyance structures, and signage, turn lanes, landscaping, and related items.	2021-2022	\$650,500	Help maintain increased flow of vehicular, pedestrian and bicycle traffic to commercial development as warranted.
	Total:	\$650,500	

2. **Tax Rebate or other Development Agreements**

A. The City plans to enter into a development agreement with Jordan Creek Associates, LLC (or a related entity) related to the Ruth’s Chris Project whereby Jordan Creek Associates would agree to a minimum assessment agreement setting a minimum assessed value of the Ruth’s Chris Project and the creation of at least five (5) Full Time Equivalent Jobs. Subject to the terms and conditions of the future development agreement, the City expects to construct the Public Improvements described above in support of the Project. In addition, the City expects to provide economic development grants in the form of tax increment rebates from property tax increment created by the Ruth’s Chris Project to incent private investment in the Project, subject to certain conditions set forth in the detailed development agreement. The grants are not expected to exceed \$2,400,000 in the aggregate. Project amounts and terms and conditions may vary upon completion of a development agreement.

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 \$3,000,000.

**3. 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, 2021 constitutional debt limit:	\$468,115,757
2.	Current outstanding general obligation debt:	\$255,871,703
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. 5) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 5 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. 5) as described above will be approximately as indicated in the adjacent column:	\$6,070,500  (This amount does not include costs related to financing which may be incurred over the life of the Area.)

**URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

#### **EFFECTIVE PERIOD**

This Amendment No. 5 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.

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 5 TO THE ASHWORTH CORRIDOR URBAN RENEWAL PLAN

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 Plan has been subsequently amended several times, most recently by Amendment No. 4 to the Plan adopted October 19, 2020, and which Plan, as amended, is on file in the office of the Dallas County Recorder; 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-WAY 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.

AMENDMENT NO. 2

Did not add or remove land

AMENDMENT NO. 3

Did not add or remove land

AMENDMENT NO. 4 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.

WHEREAS, a proposed Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 5; and

WHEREAS, this proposed Amendment No. 5 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on October 4, 2021, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 5 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 5 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Community and Economic Development, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 5 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 5, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

That the findings and conclusions set forth or contained in Amendment No. 5 concerning the area of the City of West Des Moines, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

This Council further finds:

Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

The Plan, as amended, and Amendment No. 5 conform to the general plan for the development of the City as a whole; and

Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

Residential use is expected and with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

That Amendment No. 5 to the Ashworth Corridor Urban Renewal Plan of the City of West Des Moines, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 5 to the Ashworth Corridor Urban Renewal Plan for the City of West Des Moines, State of Iowa"; Amendment No. 5, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 5 with the proceedings of this meeting.

That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 5 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 5 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Dallas County, Iowa, to be filed and recorded in the manner provided by law.

That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 5, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 1<sup>st</sup> day of November, 2021.

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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:** Annexation Agreement - Proposed Annexation Moratorium and Subdivision Review Agreement between the City of West Des Moines and the City of Waukee      **DATE:** November 1, 2021

**RESOLUTION:** Approval of Annexation Moratorium and Subdivision Review Agreement

**FINANCIAL IMPACT:** None

**BACKGROUND:** On August 28, 2006, the City of West Des Moines and the City of Waukee entered into an Annexation Moratorium and Subdivision Review Agreement (Agreement) establishing potential boundaries where each city would be able to grow and develop. The Agreement had a maximum term by State Law of 10-years, and it expired in 2016. Since that time there has not been an Agreement in place.

Staff has been working with representatives of the City of Waukee to draft a new Agreement. That process has now been concluded and the proposed map of the new annexation line is attached as Attachment I, Exhibit A.

The most significant change to the previously approved boundary line is west of the Dallas County Highway R-22. The City of Waukee has annexed a large section of the area therefore rendering our claim to the area in future agreements with Waukee moot. In addition, the Napa Valley area is shown as an area where neither city can annex land in that development unless there is a water or sewer issue and 80% of the land ownership has sign applications requesting annexation.

The City of Waukee approved the Agreement at their Public Hearing on November 1, 2021. The Agreement does not go into effect until it is approved by both City Councils and filed with the City Development Board.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adoption of the resolution approving the Annexation Moratorium and Subdivision Review Agreement with the City of Waukee.

Lead Staff Member: Clyde Evans, AICP, Director

**STAFF REVIEWS:**

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

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

Published In	Des Moines Register
Date(s) Published	September 24, 2021
Letter sent to surrounding property owners	n/a

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Planning and Development		
Date Reviewed	March 1, 2021		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

**ATTACHMENTS:**

Attachment I -  
    Exhibit A -  
Attachment II -  
    Exhibit A -

Resolution  
Notice of Public Hearing  
Annexation Moratorium Agreement  
Map of Annexation Boundary Line

**RESOLUTION APPROVING ANNEXATION MORATORIUM AND SUBDIVISION  
REVIEW AGREEMENT WITH THE CITY OF WAUKEE, IOWA**

WHEREAS, representatives of the cities of West Des Moines and Waukee have negotiated the terms of an Annexation Moratorium and Subdivision Review Agreement ("Agreement") which establishes a defined boundary beyond which each city has agreed not to annex land for the ten year term of the Agreement; and

WHEREAS, the City of West Des Moines desires to affirm the terms and conditions and approve the Agreement with the City of Waukee for a ten-year term pursuant to Iowa Code §368.4; and

WHEREAS, in addition, the cities of West Des Moines and Waukee have each established their authority to exercise their right under Iowa Code §354.9 to review subdivision plats and plats of survey for divisions or subdivisions in the unincorporated area within two miles of each city's respective boundary; and

WHEREAS, each city desires to establish a boundary between the areas over which it exercises its extraterritorial jurisdiction to review subdivision plats and plats of survey, so that each city will review only those subdivision plats and plats of survey of land located within its planned future growth areas; and

WHEREAS, pursuant to Code of Iowa section 368.4, a notice containing a description of the annexation moratorium area and the date and time of this public hearing, attached hereto as Exhibit "A", has been made; and

WHEREAS, this being the time and place for a public hearing regarding approval of the Agreement; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that approval of the Agreement is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of West Des Moines, Iowa, as follows:

Pursuant to Code of Iowa section 368.4, publication of notice regarding approval of the Agreement has been properly made.

The public hearing regarding approval of the Agreement is hereby closed.

The proposed Agreement is hereby approved.

The Mayor is hereby authorized and directed to sign the Agreement and the City Clerk is directed to attest to the Mayor's signature.



**NOTICE OF PUBLIC HEARINGS**

Notice is hereby given that the City Councils of the cities of West Des Moines and Waukee will each hold public hearings to consider a proposed Annexation Moratorium Agreement (“Agreement”) between the cities. The purpose of the Agreement is to allow Waukee and West Des Moines to plan for their orderly future growth and for the extension of public infrastructure necessary to serve that growth. The territory under discussion is the unincorporated area between the two cities. The Agreement, which will be in effect for ten years, would establish a line of demarcation between the two cities, which neither may cross through annexation.

Copies of the Agreement are available in the respective City Clerks’ office.

The City Council of the City of Waukee, Iowa shall consider approval of the Agreement at a public hearing to be held at 5:30 p.m., on November 1, 2021, at the Council Chambers of the Waukee’s City Hall, located at 230 Hickman Road, Waukee, Iowa.

The City Council of the City of West Des Moines will consider approval of the Agreement at a public hearing to be held at 5:35 p.m., on November 1, 2021, in the Council Chambers of the City of West Des Moines’ City Hall, located at 4200 Mills Civic Parkway, West Des Moines, Iowa.

At the above designated times and places of the public hearing, persons may express their opinion on the proposed Annexation Moratorium Agreement. Opinions in writing may be submitted to the City Clerk’s office within the respective city before the time of the public hearing. Comments may be submitted to the Community Development Department for the City of West Des Moines at PO Box 65320, West Des Moines, Iowa 50265-0320; or to the City of Waukee at 230 Hickman Road, Waukee, Iowa 50263.

It is the responsibility of the individual with a disability requiring accommodations to inform the City Clerk’s Office, at least 48 hours in advance, that certain accommodations are requested to allow full participation in the City Council meeting. Please call 515-222-3603 for the City of West Moines, or 515-978-7904 for the City of Waukee to have accommodations provided.

CITY OF WAUKEE, IOWA, and  
CITY OF WEST DES MOINES, IOWA

**ANNEXATION MORATORIUM AND SUBDIVISION REVIEW AGREEMENT  
PURSUANT TO IOWA CODE SECTIONS 368 AND 28E BETWEEN THE CITY OF  
WAUKEE, IOWA AND CITY OF WEST DES MOINES, IOWA**

This Annexation Moratorium and Subdivision Review Agreement (hereinafter “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Waukee**, an Iowa municipal corporation (hereinafter “Waukee”) and the **City of West Des Moines**, an Iowa municipal corporation (hereinafter “West Des Moines”).

**WHEREAS**, it is in the public interest to provide for the orderly annexation of certain territory to Waukee, certain territory to West Des Moines, and to assure communication between the two cities so as to allow the best opportunity for orderly development of property, compatible uses, and coordinate public infrastructure along the common boundary to the maximum extent possible; and,

**WHEREAS**, pursuant to Iowa Code Chapter 368, the cities of Waukee and West Des Moines have negotiated the terms of this Agreement for the purpose of establishing boundaries wherein each city would agree that it would not annex land beyond the established boundaries for the ten-year term of the Agreement; and,

**WHEREAS**, in addition to the terms and conditions of the Agreement, and under the authority of Iowa Code Chapter 28E, the cities of Waukee and West Des Moines desire to establish a boundary between the areas over which each city will exercise its extraterritorial jurisdiction pursuant to Iowa Code §354.9 (2021) to review subdivision plats and plats of survey so that each city will review only those subdivision plats and plats of survey of land located within each city’s areas of possible annexation pursuant to this Agreement; and,

**WHEREAS**, the cities of Waukee and West Des Moines have approved this Agreement after notice and public hearing as provided by Iowa Code §368.4 (2021).

NOW, THEREFORE, the parties to this Agreement hereby covenant and agree as follows:

**ARTICLE 1. GENERAL**

Section 1. Purpose.

A. The purpose of this Agreement is to allow the cities of Waukee and West Des Moines to each plan for its orderly future growth. By establishing a boundary for the future growth of each city, both cities can plan for the orderly future extension of public infrastructure and services to serve each city’s future growth area. Without such an agreement, each city’s investment of scarce resources in public infrastructure and services to planned future growth areas may be lost if the area planned to be served by such investment becomes part of the other city.

B. A further purpose of this Agreement is to provide for and avoid duplication in the review of plats and unincorporated land located within two miles of each city and relevant to this Agreement. It is the intent of the two cities that such plats be reviewed only by Dallas County and by the city, which may annex the subject area during the term of this Agreement as more particularly provided in Article 3.

Section 2. Term.

The term of this Agreement shall commence upon the date this Agreement is approved by the City Council of the City of Waukee, or the date this Agreement is approved by the City Council of the City of West Des Moines, whichever occurs later. This Agreement shall thereafter remain in full force and effect for a term of ten years from the date of its approval but may be amended or terminated prior to the expiration of the ten-year term upon mutual agreement of the cities.

Section 3. No Separate Legal Entity or Property Disposition.

No separate legal entity is created by this Agreement and no personal or real property shall be acquired by either city in regard to this Agreement.

Section 4. Administrator.

The Development Services Director of the City of Waukee shall be the Administrator of this Agreement.

ARTICLE 2. ANNEXATION MORATORIUM AGREEMENT

Section 1. Annexation Boundary Line.

The cities of Waukee and West Des Moines hereby agree upon and approve the establishment of an Annexation Boundary Line legally described as follows:

A LINE IN SECTIONS 8, 17, 19, 20, 29 AND 30 IN TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA DELINEATES AN ANNEXATION MORATORIUM LINE BETWEEN THE CITIES OF WAUKEE, IOWA AND WEST DES MOINES IOWA. THIS LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A LINE COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF INTERSTATE 80 (I-80) AND COUNTY ROAD R-22 (UTE AVENUE);

THENCE SOUTH, ALONG THE CENTERLINE OF SAID COUNTY ROAD R-22 (UTE AVENUE) TO THE CENTERLINE OF 335<sup>TH</sup> STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH

PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA;

THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17 TO THE SOUTH WEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17;

THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 17 TO THE CENTERLINE OF COUNTY ROAD R-22 (UTE AVENUE);

THENCE SOUTH ALONG THE CENTERLINE OF COUNTY ROAD R-22 (UTE AVENUE) TO THE CENTERLINE OF THE INTERSECTION OF COUNTY ROAD R-22 (UTE AVENUE) AND COUNTY ROAD F-90 (360<sup>TH</sup> STREET);

THENCE WESTERLY ALONG THE CENTERLINE OF COUNTY ROAD F-90 (360<sup>TH</sup> STREET) TO THE WEST LINE OF SECTION 30, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA,

such Annexation Boundary Line being generally as shown on the map attached hereto as Exhibit "A".

Section 2. Annexation Limitations.

A. The city of Waukee agrees for the term of this Agreement to refrain from annexing any land, which is located east of the Annexation Boundary Line described above subject to the exception as described in in Section 2B below. The city of West Des Moines agrees for the term of this Agreement to refrain from annexing any land, which is located west of the Annexation Boundary Line described above.

B. The area defined as Napa Valley on the attached Exhibit A shall not be the subject to either a voluntary or involuntary annexation by either West Des Moines or Waukee during the life of this agreement. The exception to this provision shall be if a situation arises where because of a directive from the Dallas County Sanitarian or the Iowa Department of Natural Resources that requires the Napa Valley development to connect to a municipal sanitary sewer system; or because of either water supply or quality issues that are occurring where it is necessary for the Napa Valley development to connect to a municipal system. In those situations, upon petition by owners of 80% of the land area of the Napa Valley development either West Des Moines or Waukee can voluntarily annex the Napa Valley development. Said Napa Valley development is legally described as follows:

ALL OF NAPA VALLEY ESTATES PLAT 1, AN OFFICIAL PLAT, DALLAS COUNTY, IOWA; AND,

ALL OF NAPA VALLEY ESTATES PLAT 2; AN OFFICIAL PLAT, DALLAS COUNTY, IOWA; AND,

ALL OF NAPA VALLEY CREST, AN OFFICIAL PLAT, DALLAS COUNTY, IOWA; AND,  
LOT 2 OF LARSON/VOTH SUBDIVISION, AN OFFICIAL PLAT, DALLAS COUNTY,  
IOWA; AND,

ALL OF BOONEVILLE CEMETERY BOUNDARY SURVEY AS RECORDED IN BOOK 8,  
PAGE 167, DALLAS COUNTY, IOWA.

C. Pursuant to Iowa Code §368.4 (2021) and succeeding legislation, the City Development Board shall dismiss any petition, plan or application for a boundary adjustment which would cause either city to annex land in violation of this section.

### ARTICLE 3. REVIEW OF PLATS

#### Section 1. Plat Review Authority.

A. Subdivision plats and plats of survey for land located east of the Annexation Boundary Line in the portion of unincorporated Dallas County within two miles of the boundaries of the city of West Des Moines shall be subject to the extraterritorial jurisdiction of the city of West Des Moines pursuant to Iowa Code §354.9 (2021). The city of Waukee hereby waives all right to review and approve any subdivision plats and plats of survey within such area.

B. Subdivision plats and plats of survey for land located west of the Annexation Boundary Line in the portion of unincorporated Dallas County within two miles of the boundaries of the city of Waukee shall be subject to the extraterritorial jurisdiction of the city of Waukee pursuant to Iowa Code §354.9 (2021). The city of West Des Moines hereby waives all right to review and approve any subdivision plats and plats of survey within such area.

C. Both cities agree that they will use their best efforts to ensure that land uses in areas within their review jurisdiction and which are adjacent to the opposing city's corporate boundary or review jurisdiction are compatible with the opposing city's adjacent land uses.

### ARTICLE 4. FILING AND RECORDING

Pursuant to Iowa Code §368.4 (2021), this Agreement and the Resolution approving the Agreement from each City shall be filed with the City Development Board within ten days of the later date of approval by the approving cities. Pursuant to Iowa Code §28E.8 (2021), this Agreement shall also be filed with the Iowa Secretary of State and recorded in the Office of the Dallas County Recorder.

IN WITNESS WHEREOF, the City of Waukee and the City of West Des Moines have caused this Agreement to be executed by their respective Mayors, with attestation by their respective City Clerks.

CITY OF WAUKEE, IOWA

ATTEST:

By: \_\_\_\_\_  
Courtney Clarke, Mayor

By: \_\_\_\_\_  
Rebecca D Schuett, City Clerk

STATE OF IOWA        )  
                                  ) SS  
COUNTY OF DALLAS )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Courtney Clarke and Rebecca D. Schuett, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Waukee, Iowa**, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the Council, as contained in the Resolution adopted by City Council under Resolution No. \_\_\_\_\_ passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that Courtney Clarke and Rebecca D. Schuett, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City of Waukee, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

ATTEST:

By: \_\_\_\_\_  
Steven K. Gaer, Mayor

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

STATE OF IOWA     )  
                              ) SS  
COUNTY OF POLK)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of West Des Moines, Iowa**, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the Council, as contained in the Resolution adopted by City Council under Resolution No. \_\_\_\_\_ passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that Steven K. Gaer and Ryan T. Jacobson, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City of West Des Moines, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES, IOWA  
OFFICE OF THE CITY ATTORNEY

TO: Mayor Steven K. Gaer and West Des Moines City Council  
FROM: Richard Scieszinski, City Attorney   
DATE: November 1, 2021  
RE: Withdrawal of Item 6(D) – Resolution – Conveyance of Property to Jordan Creek Associates, LLC – Lot 3, The Village on Jordan Creek Parkway Plat 1

Item 6(D) regarding the Conveyance of Property to Jordan Creek Associates, LLC has been withdrawn from City Council consideration.

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** November 1, 2021

**ITEM:** 21 WDM, 950 Jordan Creek Parkway – Approve Site Plan to allow construction of a Mixed Use project at the southwest corner of Jordan Creek Parkway and Ashworth Road – Jordan Creek Associates, LLC – SP-005148-2021

**Resolution: Approval of Site Plan**

**Background:** Jordan Creek Associates, LLC represented by John Lassaux, Director of Development with CRG Residential, is requesting, with consent on file from the current property owners, approval of the Site Plan for the approximately 10-acre property generally located at the southwest corner of Jordan Creek Parkway and Ashworth Road. The applicant proposes to construct a mixed-use building consisting of a 15,000sf restaurant, 8,000sf of commercial space, and 199 multifamily residential units with an internal parking structure.

At this time Jordan Creek Associates, LLC does not own any of the property within the development area, but the city has obtained current property owner authorization from the five (5) individual residential property owners as well as Czech Mate, LLC and Hope K. Farms LLC for the application. The City also has a parcel of land within the development which the applicant is in the process of acquiring for the development. Approval of the site plan at this time will signify the City consent to the application and pending development. The application is moving forward at this time to facilitate the completion of the development agreement and construction of 76<sup>th</sup> Street and necessary infrastructure for the project.

**Staff Review & Comment:**

- **History:** The property was annexed into the City in 2001 as a part of the Ashworth Road annexation which brought in approximately 200 acres of property along the north and south sides of Ashworth Road from 74<sup>th</sup> Street (Jordan Creek Parkway) to 88<sup>th</sup> Street. The property had remained Unzoned since the time of annexation into the city until October 2020 when the Village on Jordan Creek PUD was approved to allow Medium Density Residential and Office. The PUD was amended in June 2021 to revise the zoning east of the 76<sup>th</sup> Street extension to Support Commercial zoning to allow the proposed Mixed-Use development. The property is currently used for single family detached residential homes and a portion is undeveloped.
- **Key Development Aspects:**
  1. **Parking Stall Dimension Waiver:** The applicant has requested that the minimum dimension for required parking stalls be waived for the parking structure to reduce the stall dimension from the code required 9' wide by 19' in length to a minimum dimension of 9' wide by 18' in length. Staff reviewed other metro communities and presented information to the Development and Planning Subcommittee for discussion. Parking stall dimensions vary across the metro from 17' to 19' in length, therefore, the subcommittee was supportive of the applicant requesting the waiver from the standard parking stall dimensions for the parking structure.
  2. **City Consent:** The City purchased 7630 Ashworth Road which was recently replatted with the final plat for The Village on Jordan Creek Parkway Plat 1 to create Outlot Z, Lot 3, and a portion of Street Lot "A" which is 76<sup>th</sup> Street future ROW. Lot 3 is on the east side of the future 76<sup>th</sup> Street ROW and makes up a portion of the development area for this mixed-use project. With approval of this action the City is consenting as a current property owner to the Site Plan. It is intended that Lot 3, which is not a buildable lot on its own, will be acquired

by the developer of the property east of 76th Street to be incorporated into the future mixed-use development. A condition of approval requiring acquisition of Lot 3 and a lot tie agreement has been included.

3. *Architecture*: The building is a four-story structure containing commercial areas at the northeast corner and east side of the building. The center core of the building is a parking structure wrapped with multifamily units. The primary cladding for the building is two tones of brick used on the lower two levels with fiber cement panel as a secondary material on the upper stories of the structure. Architectural metal is used as an accent and trim material for balconies and for the drop off canopy on the north side of the building. The use of individual unit balconies, vertical recesses within the façades with inset alternating material panels helps to break the overall length and mass of the building facades. Outdoor active space is provided with exterior unit balconies, a central residential courtyard interior to the structure and a commercial plaza on the east side of the building.
- *Traffic Impact Study Findings*: A traffic study for this development was completed on May 11, 2021. The proposed development is expected to generate more traffic than what was analyzed in previous traffic studies for the area, with earlier studies assuming the site would be developed as medium density residential or office. Recommendations for full-build street geometry and traffic control, as well as triggers for possible future improvements, are detailed within the study.

Although most of the site's traffic is expected to use Ashworth Road or Jordan Creek Parkway, a portion of the site's traffic that is going to/from the south is expected to use 76<sup>th</sup> Street. This may create concerns about the amount of "cut-through" traffic, speeding, reckless driving, etc., through the single-family residential area to the south. Comparing the proposed plan to the office land use scenario, the number of vehicles using Aspen Drive to go to or from the southeast or southwest is lower during the AM peak hour and higher during the PM peak hour. During the off-peak travel periods, the proposed land use plan will have higher traffic levels than the office land use scenario. Retail and apartments typically have higher traffic levels than office complexes during nighttime hours and weekends, when many neighborhood residents are likely to be home. As a result, the traffic from the proposed uses will be more visible to the residents in the neighborhood during the off-peak periods.

To minimize the impact to neighborhood residents as much as possible, a street connection between 76<sup>th</sup> Street and the future right in/right out (RI/RO) on Jordan Creek Parkway was included as part of this development. This street connection will help bleed off trips that are heading south, providing them a quicker route than traveling through the residential area.

- *Developer Responsibilities*: A development agreement is being negotiated to identify obligations of both the developer and the City for the proposed development. Until a development agreement that provides otherwise is approved by the City Council, the developer will be responsible for all costs associated with construction of all streets (76<sup>th</sup> Street and the east west connector street), storm sewers, sanitary sewers, drainage way improvements, detention basins, water mains, buffers and other improvements as required for rights-of-way or public easements within the PUD. The following items are under consideration for the development agreement:
  1. *City Initiated and Constructed*
    - 76th Street from Ashworth Road southerly to its current terminus just north of Aspen Drive (paving/curbs/water main/storm sewer/sanitary sewer)
    - Future traffic signal installation at Ashworth Road and 76<sup>th</sup> Street intersection
  2. *Developer Initiated, Constructed, and Reimbursed by the City*
    - Public sidewalk paving along the east side of 76<sup>th</sup> Street from Ashworth Road to current terminus of 76<sup>th</sup> Street

- Public sidewalk paving along the south side of Ashworth Road from east side of 76<sup>th</sup> Street to Jordan Creek Parkway
  - Public sidewalk paving along the west side of Jordan Creek Parkway from Ashworth Road to southern project boundary
  - Construction of a private east-west street between Jordan Creek Parkway and 76<sup>th</sup> Street
  - Public sidewalk paving along the north and south sides of the east-west connector street from Jordan Creek Parkway to 76<sup>th</sup> Street
  - Regional underground detention basin for the project site and 76<sup>th</sup> Street area
3. Developer Initiated, Constructed by MidAmerican Energy, and Reimbursed by the City
- Installation of public street lights along 76<sup>th</sup> Street from Ashworth Road to current terminus of 76<sup>th</sup> Street, east-west public street from Jordan Creek Parkway to 76<sup>th</sup> Street; and Ashworth Road from Jordan Creek Parkway to east side of 76<sup>th</sup> Street; and possibly along Jordan Creek Parkway from Ashworth Road to the project's southern property line.
  - Undergrounding of MidAmerican power line along Ashworth Road from 76<sup>th</sup> Street to Jordan Creek Parkway
4. Developer Paid and Reimbursed by the City
- Water Connection Fees
  - Sewer Connection Fees
  - Sewer Capital Charges
  - Building Permits Fees
  - Fire Department Fees
- Conditions of Approval: Jordan Creek Associates, LLC, currently does not own any of the property within the development area, therefore, all easements and agreements for the project as noted below will be conditions of the site plan approval until transfer of ownership can be completed. It is staff's understanding that closing on the properties will take place within the next few months and at that time the applicant will execute a lot tie agreement for all properties into one parcel prior to issuance of a building permit. At that time all easements and agreements will be executed and recorded. No building permits will be issued until such time as all conditions of approval are completed and executed to staff's acceptance.
  - Development & Planning Subcommittee: The Development and Planning Subcommittee discussed the previously approved Comprehensive Plan and PUD amendment for the subject site at the May 3, 2021 meeting. The discussion included the density and intensity of the mixed-use development in comparison with the current PUD allowances, the building height and setbacks of the development, the parking reduction requested by the applicant and the buffers and loading areas for the development. The Subcommittee noted their concern over the minimum setback provided along the west property line (76th Street) but was agreeable to the reduction being this was internal to the development. They felt the development did a good job of minimizing the impacts on the residential to the south which was the area of most concern.

The Zone Change application to modify the PUD, the Preliminary Plat and the Site Plan application were then presented at the Subcommittee meeting on May 17<sup>th</sup>, 2021 as an upcoming project, however, there was no discussion on the applications. Due to the applicant choosing to lot tie the subject properties the Preliminary Plat application has been withdrawn.

The Subcommittee also met on September 7, 2021 to discuss the request to waive the parking stall dimension for the parking structure to reduce the parking stall length from 19 feet to 18 feet as part of the Site Plan approval. Council Members present at the subcommittee meeting were

supportive of approving the waiver as part of the site plan to reduce parking stall length from 19 feet to 18 feet for the parking structure.

- **Vesting of Entitlement:** Per City Code, entitlement (approval to construct or implement) shall remain in effect so long as substantial site work has progressed beyond grading and completion of structural foundations and twenty-five percent (25%) of the total building area has occurred above grade within twenty-four (24) months of the effective date of the approval, unless a greater time period is authorized at time of the original entitlement, or by approval of an extension of the original entitlement. It is the responsibility of the developer to be aware of this deadline and request an extension of the approval prior to the expiration date.

**Outstanding Issues:** There are no outstanding issues.

Staff would note as part of this approval, the follow is being requested:

- A waiver of the parking stall dimensions for the parking structure to reduce the overall required stall dimension from 19 feet in length to 18 feet in length.

**Plan and Zoning Commission Action:**

Date: October 25, 2021

Vote: 5-0 for approval, Commission Members Conlin and Crowley were absent

Recommendation: Approval of the Site Plan

**Recommendation:** Approve the Site Plan request, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. Execution of all required Sanitary Sewer Easements prior to issuance of any building permit for the project.
2. Execution of an Ingress/Egress Easement for the East/West Private Street prior to issuance of any building permit for the project.
3. Execution of all required Water Easements prior to issuance of any building permit for the project.
4. Execution of the Parkland Dedication Agreement prior to issuance of any building permit for the project.
5. Execution of the Storm Water Management Facility Maintenance Easement and Agreement prior to issuance of any building permit for the project.
6. Acquisition of city property (Lot 3 in Village on Jordan Creek Parkway Plat 1) prior to issuance of any building permit for the project.
7. Transfer of ownership and an executed Lot Tie Agreement(s) for all properties within the project boundary prior to issuance of any building permit for the project.
8. City Council granting a waiver of the minimum parking stall dimensions for the parking structure to reduce the overall required stall dimension from 19 feet in length to 18 feet in length.
9. Proof of payment to MidAmerican for streetlights along the east side of 76<sup>th</sup> Street for the development site prior to issuance of any building permit for the project.

**Lead Staff Member: Karen Marren**

**Approval Meeting Dates:**

Plan and Zoning Commission	October 25, 2021
City Council: Approval	November 1, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>qm</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	9/7/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

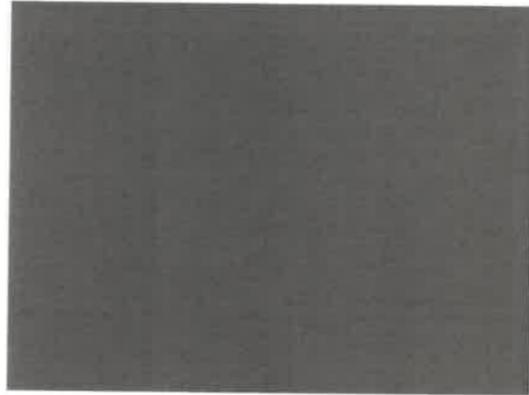
**Location Map**



**Exterior Materials**

- Primary Brick
- Infill & Accent Brick
- Fiber Cement Panel
- Architectural Metals
- Sliding Balcony Door
- Vinyl Hung Windows
- Window & Storefront Glazing

**Fiber Cement Panel**  
James Hardie - Rich Espresso



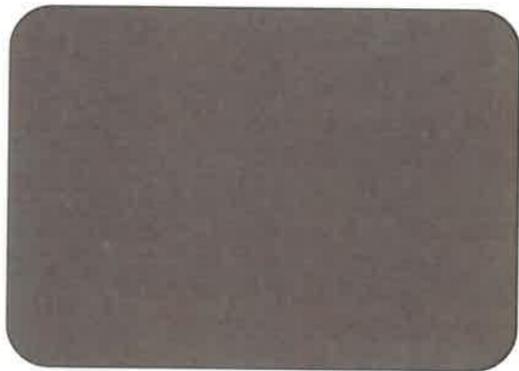
**Primary Brick**  
Sioux City Brick - Cordovan Bronze



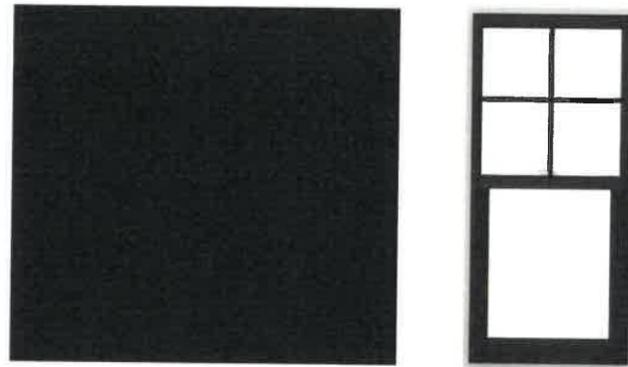
**Accent Brick**  
Sioux City Brick - Silverstone Gray Western



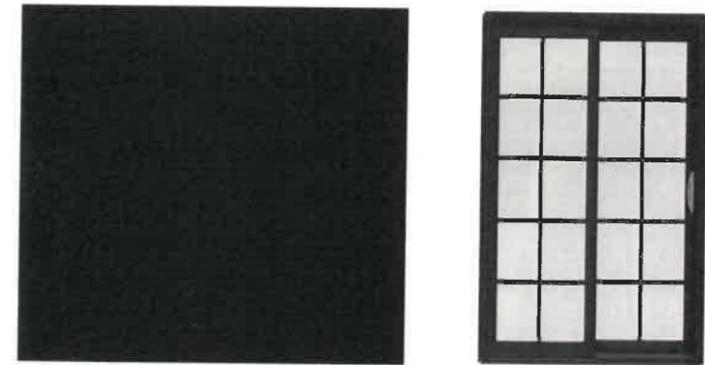
**Architectural Metals**  
Tiger - Terra Powder Coat (or similar)



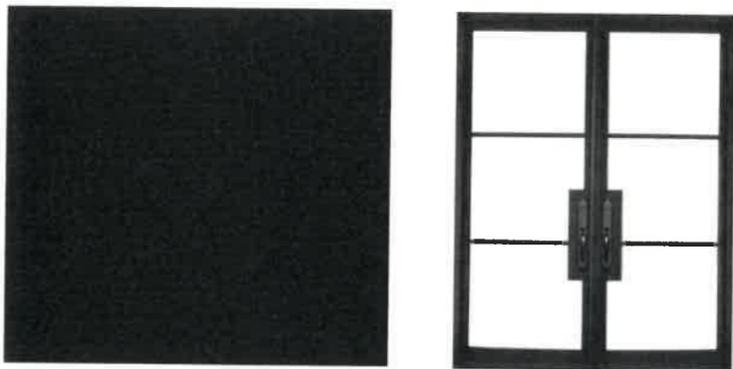
**Vinyl Hung Windows**  
Lindsay Windows - Midnight Black



**Sliding Balcony Door**  
Lindsay - Midnight Black



**Aluminum Storefront**  
Kawneer - Anodized Black (or similar) with Clear Glazing



Original Concept Rendering



PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY - APPROVED PLANS ON FILE WITH THE CITY



Exterior Materials Selections

**JORDAN CREEK: MIXED-USE**  
West Des Moines, IA



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2021 BSB Design, Inc.



North Elevation  
1/16" = 1'-0"



East Elevation  
1/16" = 1'-0"



South Elevation  
1/16" = 1'-0"



West Elevation  
1/16" = 1'-0"

**Exterior Materials**

- Primary Brick
- Infill & Accent Brick
- Fiber Cement Panel
- Architectural Metals
- Sliding Balcony Door
- Vinyl Hung Windows
- Fiber Cement Accent Panel
- Window & Storefront Glazing

- Exterior Materials (Restaurant)**
- Smart Pergola
  - Sliding Glass Wall System
  - R.C. Standard Signage
  - Architectural Metal Canopy
  - Brick Veneer
  - Aluminum Storefront



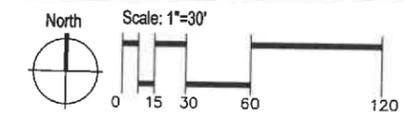
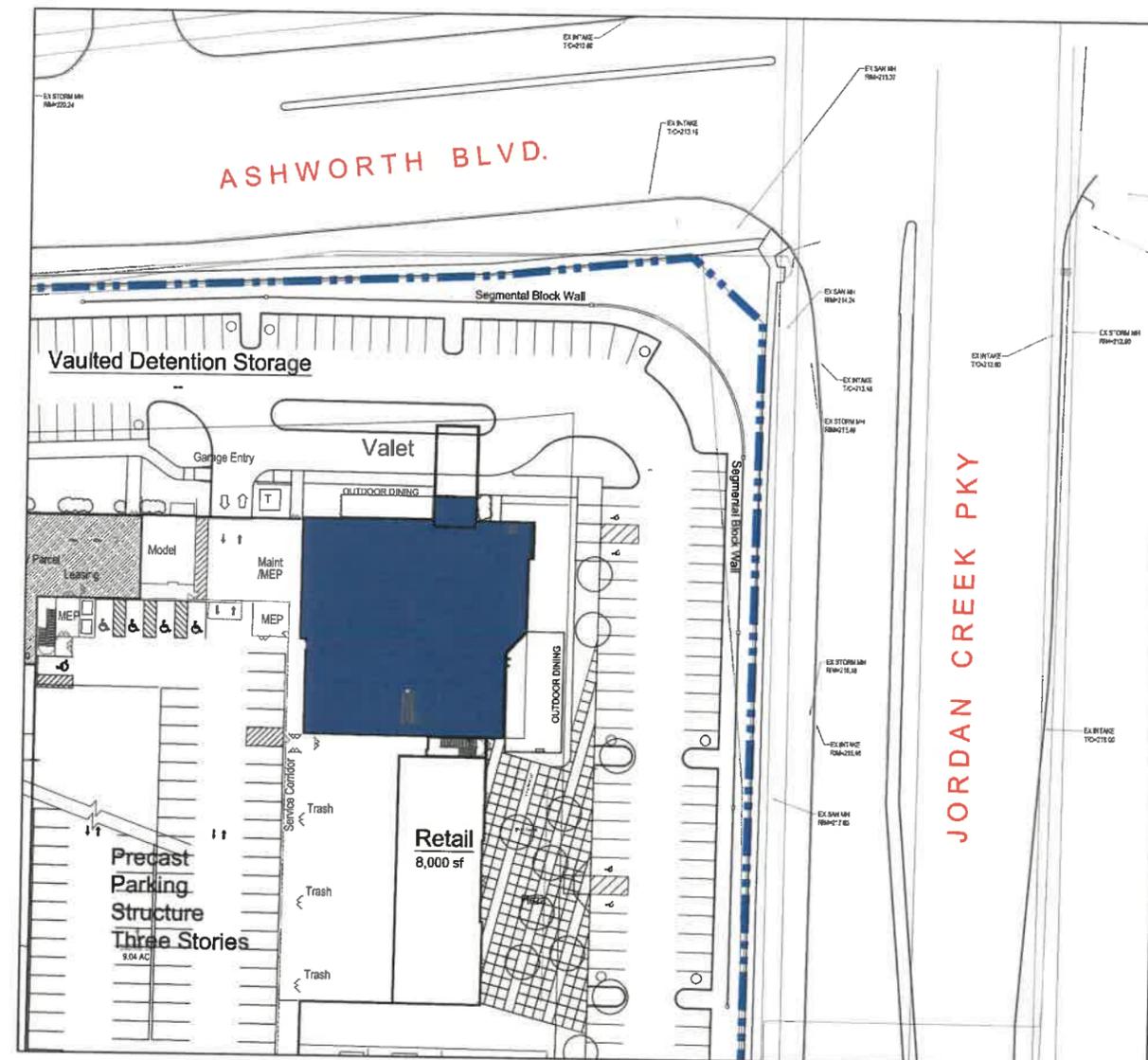
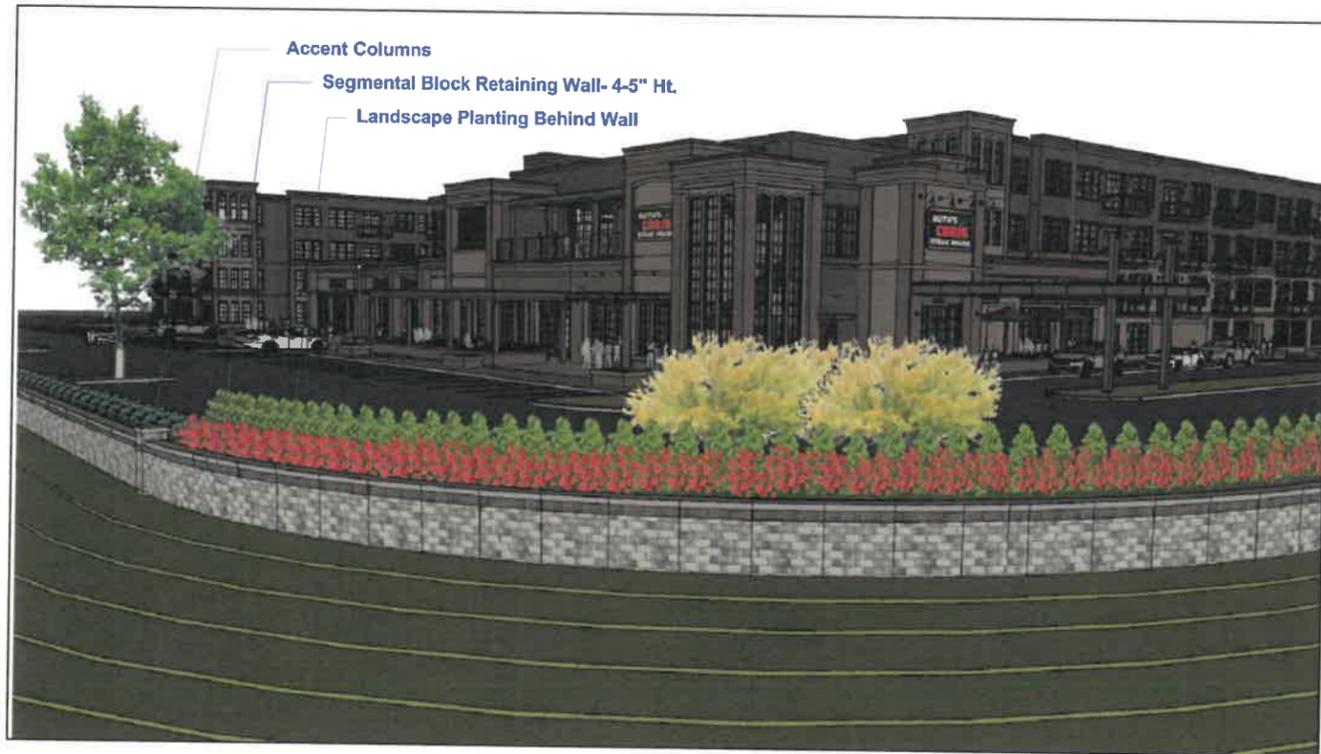
Exterior Elevations

JORDAN CREEK: MIXED-USE  
West Des Moines, IA



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August 25, 2021 | MU210165.00



Retaining Wall  
JORDAN CREEK -MIXED USE  
West Des Moines, Iowa



# 21WDM SITE IMPROVEMENT PLAN

## SHEET INDEX:

C0.1	COVER SHEET
C0.2	SITE SURVEY
C0.3	PROPOSED LOT LAYOUT
C1.1	DEMO PLAN
C2.1-C2.2	LAYOUT PLAN
C3.1-C3.2	GRADING PLAN
C4.1-C4.2	UTILITY PLAN
C5.1-C5.5	LANDSCAPE PLAN
C6.1-C6.3	DETAILS SHEET
C7.1	SWPPP

CITY CASE NUMBER:  
SP-005148-2021

PROPERTY DESCRIPTION:  
LOT 1 AND LOT 3 OF THE VILLAGE ON JORDAN CREEK PARKWAY PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA

AND  
COMMENCING AT THE NORTHEAST CORNER OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, THENCE SOUTH 45 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 360 FEET TO THE PLACE OF BEGINNING, THENCE SOUTH 300 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 146 FEET, THENCE NORTH 300 FEET, THENCE NORTH-EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 146 FEET TO THE PLACE OF BEGINNING, EXCEPT PART TAKEN FOR ROAD.

AND  
COMMENCING AT THE NORTHEAST CORNER OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, THENCE SOUTH 45 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF THE SAID SECTION 433 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 300 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 147 FEET, THENCE NORTH 300 FEET, THENCE NORTHEASTERLY PARALLEL WITH THE NORTH LINE SAID SECTION, 147 FEET TO THE PLACE OF BEGINNING, EXCEPT LAND DEEDED TO THE CITY WEST DES MOINES IN BOOK 2001, PAGE 1368.

AND  
THE WEST 150 FEET OF THE EAST 433 FEET OF THE SOUTH 300 FEET OF THE NORTH 345 FEET OF THE NORTHEAST 1/4 OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF WEST DES MOINES IN WARRANTY DEED IN BOOK 2001, PAGE 1837.

AND  
THE SOUTH 150 FEET OF THE NORTH 106 FEET OF THE EAST 283 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF WEST DES MOINES IN WARRANTY DEED RECORDED IN BOOK 2001, PAGE 11233 AND QUAT CLAM DEED RECORDED IN BOOK 2001, PAGE 1244.

AND  
SOUTH 150 FEET OF THE NORTH 345 FEET OF THE EAST 283 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, EXCEPT THE EAST 82.50 FEET THEREOF.

OWNER:  
DENNIS SHAFFER AND TERESA MOON  
KEVIN AND STEPHANI JOHNSON  
MICHAEL GLAZA AND ANNETTE HITCHCOCK  
KARLA SPRANK  
STONY LAKE, LLC  
CZECH MATE, LLC

PREPARED FOR:  
JORDAN CREEK ASSOCIATES LLC  
805 CITY CENTER DRIVE SUITE 160  
CARMEL, INDIANA 46032  
JOHN LASSAUX

ZONING:  
VILLAGES ON JORDAN CREEK PUD  
COMPREHENSIVE PLAN :  
SUPPORT COMMERCIAL

BUILDING BREAKDOWN:  
199 RESIDENTIAL UNITS - LEASED  
198 UNITS WILL HAVE BALCONIES MEETING MINIMUM SQUARE FOOTAGE REQUIREMENTS  
1 UNIT WILL HAVE JULIET BALCONY

UTILITY NOTE:  
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

## GENERAL NOTES:

- ALL CONSTRUCTION WITHIN PUBLIC R.O.W.'S, EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS, AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W.'S, EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS. THE CONTRACTOR SHALL CONTACT THE WDM ENGINEERING SERVICES (222-3475) TO SCHEDULE ANY REQUIRED INSPECTIONS. ROW EXCAVATION PERMITS CAN BE OBTAINED AT THE PUBLIC SERVICE FACILITY (222-3448). IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS, NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRE-CONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST DES MOINES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR TO PROVIDE CONTACT INFORMATION FOR INDIVIDUAL RESPONSIBLE FOR THESE ACTIVITIES TO CITY OF WEST DES MOINES UPON PROJECT AWARD.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

## PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS
- SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBBASE PRIOR TO ANY PAVEMENT BEING PLACED.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- DETECTABLE WARNING PANEL(S) CALLED OUT ON PLANS SHALL BE PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

## UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- ALL STRUCTURE SIZES CALLED OUT ON PLANS ARE MINIMUM INSIDE WALL DIMENSIONS.
- ALL STRUCTURES CALLED OUT AS "MODIFIED" OR "SPECIAL" SHALL BE ENGINEERED BY THE PRECASTER TO ENSURE STRUCTURE STABILITY. MODIFICATIONS INCLUDE ADDITIONAL WALL LENGTH TO ACCOUNT FOR LARGE PIPE DIAMETERS AND ADDITIONAL WALL WIDTH & BASE DEPTH TO ACCOUNT FOR DEEPER STRUCTURES. ANY AND ALL MODIFICATIONS TO STANDARD STRUCTURES SHALL BE CONSIDERED INCIDENTAL TO BID
- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
- MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. TELEVISION OF THE SANITARY SEWER SYSTEM SHALL BE COMPLETED PRIOR TO PAVING UNLESS OTHERWISE APPROVED BY JURISDICTION.
- WATERMANS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
- PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF WEST DES MOINES.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, BROUGHT TO THE SURFACE AT EVERY HYDRANT, AND VALVES WHERE REQUIRED BY WDMWW.
- ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. WEST DES MOINES WATER WORKS WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
- THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.
- ANY AND ALL HYDRANT AND VALVE EXTENSIONS, TOGETHER WITH VERTICAL BENDS, SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR INCIDENTAL ITEMS.

UTILITY MAPS PROVIDED BY:  
1. ELECTRIC (MIDAMERICAN) / 515-252-6632  
2. FIBER OPTIC (AUREON) / 515-630-0445  
3. FIBER OPTIC (VERIZON) / 319-393-9704  
4. TELEPHONE (CENTURYLINK) / 303-453-6927  
5. GAS (MIDAMERICAN) / 515-252-6632  
6. WATER (WDM WATER WORKS) / 515-222-3510  
7. FIBER OPTIC (UPN) / 816-425-3559



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## UTILITY CONFLICT NOTES:

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION.
- WHERE THE STORM SEWER OR SANITARY SEWER CROSSES OVER OR LESS THAN 18 INCHES BELOW THE WATER MAIN THE CONTRACTOR SHALL LOCATE ONE FULL LENGTH OF SEWER PIPE OF WATER MAIN MATERIAL OR REINFORCED CONCRETE PIPE WITH FLEXIBLE O-RING GASKET JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATER MAIN (REFERENCE DETAIL ON SHEET C6.1).
- FOR ALL CRITICAL CROSSINGS WITH EXISTING UTILITIES, THE ELEVATION OF THE EXISTING UTILITY SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY BISHOP ENGINEERING PRIOR TO CONSTRUCTION IF A CONFLICT EXISTS.

## STAKING NOTES:

- CONTRACTOR IS REQUIRED TO HAVE ALL STAKING DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR AND IN COORDINATION WITH THE PROJECT ENGINEER.
- CONTRACTOR IS REQUIRED TO HAVE ALL STAKING DONE DIRECTLY UNDER THE GENERAL CONTRACTOR BY A SINGLE COMPANY.
- STAKING DOES NOT RELIEVE CONTRACTOR OF ULTIMATE RESPONSIBILITY TO CONSTRUCT THE PROJECT PER PLAN.

## PAVEMENT SAWCUT NOTES:

- CONTRACTOR TO PROVIDE SAWCUT JOINTING PLAN TO DAVID BENTZ, BISHOP ENGINEERING (515-276-0467 OR DBENTZ@BISHOPENGR.COM) PRIOR TO ANY CONCRETE PAVEMENT INSTALLATION.
- PAVEMENT MAY BE REQUIRED TO BE REMOVED AND REPLACED IF PLACED WITHOUT AN APPROVED PLAN.
- LONGITUDINAL JOINTS IN DRIVE LANES & THE OUTER MOST JOINT OF ALL PARKING AREAS SHALL BE SUDAS TYPE 'L-1' OR 'L-2' JOINTS AND HAVE STEEL. INTERIOR PARKING LOT JOINTS, OTHER THAN THE OUTER MOST JOINT, DO NOT NEED STEEL AND SHALL BE SUDAS TYPE 'B' OR TYPE 'K' JOINTS.
- ALL TRANSVERSE JOINTS SHALL BE SUDAS TYPE 'C' OR TYPE 'DW' JOINTS WITH STEEL IN THE CASE OF A DAY'S WORK JOINT.

## SPECIFICATIONS NOTES:

- IN THE EVENT OF A DISCREPANCY BETWEEN THE PROJECT SPECIFICATIONS AND: CITY OF WEST DES MOINES REQUIREMENTS AND SPECIFICATIONS, PLUMBING CODE, AND URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENT (SUDAS 2021), THE CITY OF WEST DES MOINES STANDARD SPECIFICATIONS SHALL GOVERN.
- FOR ALL SPECIFICATION DISCREPANCIES, PROJECT ENGINEER SHALL BE CONTACTED PRIOR TO PROCEEDING WITH CONSTRUCTION. IF ENGINEER IS NOT CONTACTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROBLEMS THAT RESULT FROM SAID DISCREPANCIES.
- FOR ALL SPECIFICATION DISCREPANCIES, CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT FOR ANY CHANGES TO PROPOSED SITE INFRASTRUCTURE OR GRADES PRIOR TO PROCEEDING WITH ANY CHANGES.

## REQUIRED AS-BUILT NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF AS-BUILT TOPO OF ALL DETENTION PONDS & DETENTION POND STORM SEWER.
- CONTRACTOR SHALL CONTACT BISHOP ENGINEERING (DAVID BENTZ AT 515-276-0467) TO PERFORM SAID AS-BUILT SURVEYS.
- IF ANYTHING HAS BEEN CONSTRUCTED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.

## EARTHWORK BALANCE NOTES:

- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY. CONTRACTOR RESPONSIBLE FOR MAKING THE SITE EARTHWORK BALANCE.
- THIS INCLUDES BUT IS NOT LIMITED TO TOPSOIL, POOR SOILS AND STRUCTURAL FILL NECESSARY TO MEET PROJECT PLANS AND SPECIFICATIONS.

## STORM & SANITARY TELEVISION NOTES:

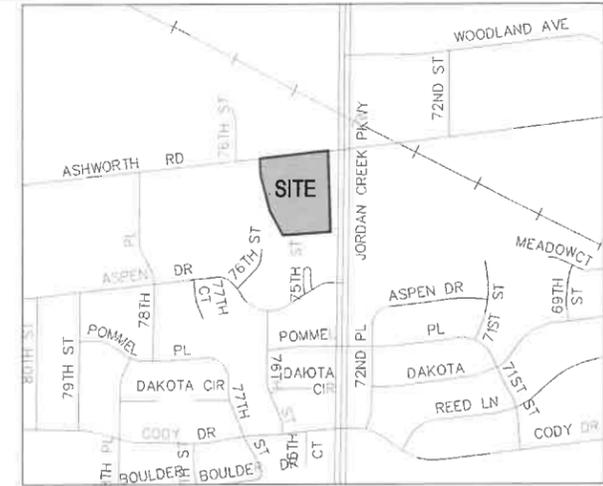
- CONTRACTOR IS REQUIRED TO TELEVISION ALL SANITARY AND STORM SEWER SYSTEM PRIOR TO PAVING OPERATIONS.
- CONTRACTOR SHALL SEND VIDEO INSPECTION TO THE ENGINEER FOR APPROVAL PRIOR TO PAVING.

## WEST DES MOINES UTILITY NOTES:

- ALL WATER MAIN, PUBLIC OR PRIVATE AND ASSOCIATED SERVICES SHALL BE INSTALLED ACCORDING TO SUDAS 2021 EDITION & WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS (515-222-3465) AT LEAST 1 WEEK PRIOR TO BUILDING CONSTRUCTION.
- ANY WATER USE FROM A HYDRANT, PUBLIC OR PRIVATE, REQUIRES THE USE OF A WEST DES MOINES WATER WORKS HYDRANT METER. CALL 515-222-3465 TO RESERVE A METER.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY OF WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS AND THE 2015 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTIONS (515-222-3630) A MIN. OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(ES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORINANCE 1297.54-1298. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, WILLIAM MABUCE, ENGINEERING TECHNICIAN (515-222-3510) A MIN OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALLPACKS ARE PROHIBITED. THEN MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS ONE FOOTCANDLE.
- CONTACT WEST DES MOINES WATER WORKS (222-3465) TO SCHEDULE PRESSURE AND FLOW TEST PRIOR TO DESIGNING THE FIRE SUPPRESSION SYSTEM.
- PER CITY OF WEST DES MOINES SPECIFICATIONS NO MORE THAN 12 INCHES OF ADJUSTMENT RINGS MAY BE USED ON A SANITARY SEWER STRUCTURE. IF MORE THAN 12 INCHES OF ADJUSTING RINGS ARE REQUIRED A NEW BARREL SECTION WILL NEED TO BE INSTALLED.
- ALL RETAINING WALLS OVER 4 FEET IN HEIGHT NEED TO BE CERTIFIED BY A STRUCTURAL ENGINEER.

## TOPSOIL NOTES:

- STRIP AND STOCKPILE THE TOP 6" OF SOIL ON ALL DISTURBED AREAS.
- RESPIREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 6"
- TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
- TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS, REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER: ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.



BENCHMARK:  
BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS DATUM = NAD 83, IOWA SOUTH  
BENCHMARK DATUM = CITY OF WEST DES MOINES DATUM

POINT #9000  
NORTHING = 576769.79  
EASTING = 1555321.63  
ELEVATION = 222.94  
DESCRIPTION: SET 3/4" IRON PIPE W/ RPC

WEST DES MOINES BM119  
SE CORNER OF EP TRUE PARKWAY AND 81ST ST  
ELEV=210.03

WEST DES MOINES BM122  
NORTHEAST CORNER OF ASHWORTH ROAD AND 63RD ST  
ELEV=220.82

OPEN SPACE REQUIREMENTS:  
25% REQUIRED OPEN SPACE = 98,433 SF

IMPERVIOUS/OPEN SPACE:  
TOTAL SITE AREA = 393,730 (100%)  
PROPOSED IMPERVIOUS AREA = 233,272SF (59.3%)  
TOTAL OPEN SPACE = 160,458 SF (40.7%)

PARKLAND AREAS = 56,729 SF (14.3%)  
OPEN SPACE = 106,728 SF (27.1%)  
EXISTING IMPERVIOUS AREA = 38,112 SF

REQUIRED PARKING:  
199-182 BR \* 1.50 SPACES/UNIT = 299 STALLS  
VISITOR - 1 SPACE/10 UNITS = 20 STALLS  
RESIDENTIAL REQUIRED TOTAL = 319 STALLS

RETAIL  
8000 SF - 3.5SPACES/1000 SF = 28 STALLS

RESTAURANT  
15,000 SF - 8/1000 SF = 120 STALLS

TOTAL REQUIRED = 467 STALLS (INCL. 11 ADA)

PARKING PROVIDED:  
SURFACE PARKING = 181 STALLS (INCL. 8 ADA)  
GARAGE PARKING = 286 STALLS (INCL. 11 ADA)  
TOTAL PARKING = 469 STALLS WITH 19 ADA STALLS

## ABBREVIATIONS:

AC	ACRES
ASPH	ASPHALT
BK	BOOK
CONC	CONCRETE
D	DEEDED DISTANCE
EX	EXISTING
ENCL	ENCLOSURE
FF	FINISHED FLOOR
FL	FLOW LINE
FRAC	FRACTIONAL
M	MEASURED DISTANCE
MH	MANHOLE
OPC	ORANGE PLASTIC CAP
P	PLATTED DISTANCE
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRA	PREVIOUSLY RECORDED AS PUBLIC UTILITY EASEMENT
PUE	RIGHT OF WAY
ROW	RED PLASTIC CAP
RPC	SQUARE FEET
SF	SANITARY
TYC	TYPICAL
YPC	YELLOW PLASTIC CAP
N	NORTH
S	SOUTH
E	EAST
W	WEST

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: DAVID B. BENTZ, PE. 17143 DATE: \_\_\_\_\_  
LICENSE RENEWAL DATE: DEC. 31, 2021  
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1-C7.1



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— SAN —	SANITARY SEWER
— ST —	STORM SEWER
— W —	WATER LINE
— G —	GAS LINE
— U/E —	UNDERGROUND ELECTRIC
— O/E —	OVERHEAD ELECTRIC
— TELE —	TELEPHONE LINE
— F/O —	FIBER OPTIC
— CATV —	CABLE TV

⊗	STORM MANHOLE
⊠	CURB INTAKE
⊙	SURFACE INTAKE
⊕	FLARED END SECTION
⊚	SANITARY MANHOLE
⊗	CLEANOUT
⊕	FIRE HYDRANT
⊗	SPRINKLER
⊕	IRRIGATION CONTROL VALVE
⊗	WATER MANHOLE
⊕	WELL
⊗	WATER VALVE
⊕	WATER SHUT OFF
⊗	YARD HYDRANT
⊕	ELECTRIC MANHOLE
⊗	ELECTRIC METER
⊕	ELECTRIC RISER
⊗	ELECTRIC VAULT
⊕	POWER POLE
⊗	TRANSFORMER POLE
⊕	LIGHT POLE
⊗	ELECTRIC JUNCTION BOX
⊕	ELECTRIC PANEL
⊗	TRANSFORMER
⊕	GROUND LIGHT
⊗	GUY WIRE
⊕	ELECTRIC HANDHOLE
⊗	GAS METER
⊕	GAS VALVE
⊗	AIR CONDITIONING UNIT
⊕	TELEPHONE RISER
⊗	TELEPHONE VAULT
⊕	TELEPHONE MANHOLE
⊗	TRAFFIC SIGNAL MANHOLE
⊕	FIBER OPTIC MANHOLE
⊗	FIBER OPTIC RISER
⊕	FIBER OPTIC FAULT
⊗	CABLE TV RISER
⊕	SIGN
⊗	BOLLARD
⊕	DENOTES NUMBER OF PARKING STALLS
⊗	PROPERTY CORNER - FOUND AS NOTED
⊕	PROPERTY CORNER - PLACED AS NOTED
⊗	SECTION CORNER - FOUND AS NOTED

21WDM  
SITE IMPROVEMENT PLAN  
COVER SHEET

REFERENCE NUMBER:

DRAWN BY:  
BGA

CHECKED BY:  
DBB

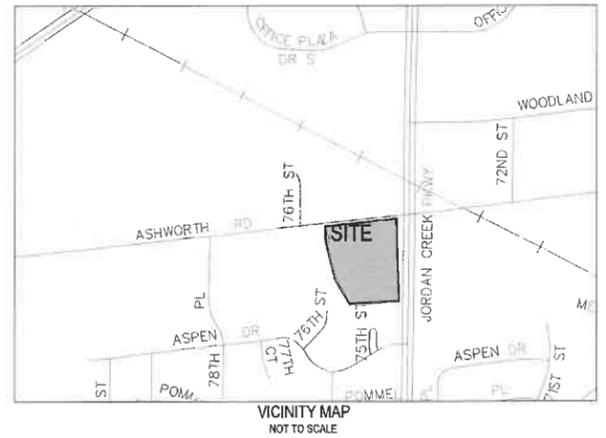
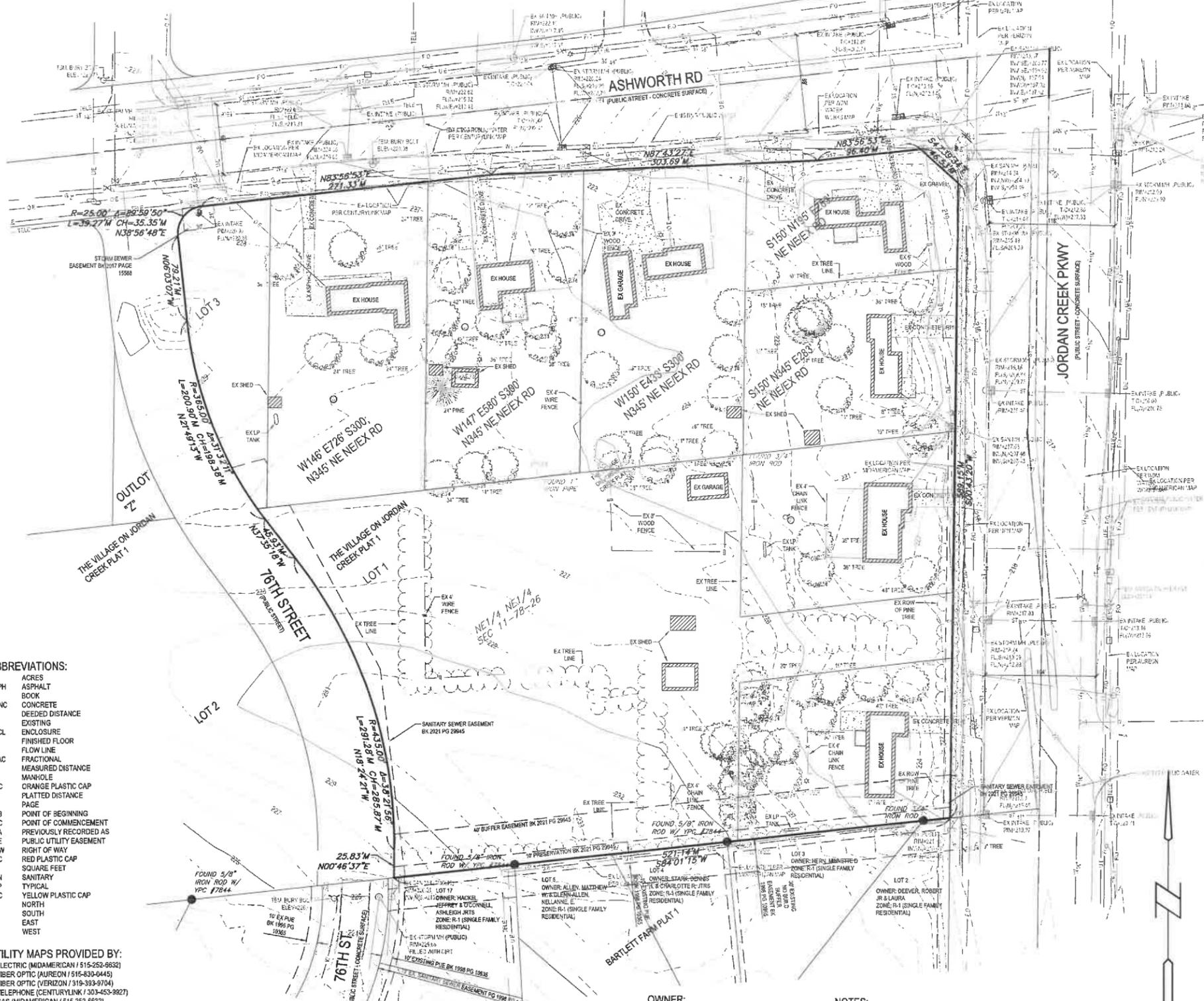
REVISION DATE:  
2021-04-23 CITY SUBMITTAL  
2021-06-04 CITY SUBMITTAL  
2021-07-23 CITY SUBMITTAL  
2021-09-08 CITY SUBMITTAL  
2021-10-07 BID SET

PROJECT NUMBER:  
200656

SHEET NUMBER:  
C0.1

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# 21 WDM SITE SURVEY



**PROPERTY DESCRIPTION:**  
 LOT 1 AND OUTLOT Y OF THE VILLAGE ON JORDAN CREEK PARKWAY PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF SAID LOT 1; THENCE S84°01'15"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 521.14 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N09°46'37"E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 25.83 FEET; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG A 435.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A DISTANCE OF 291.28 FEET, SAID CURVE HAVING A CHORD BEARING OF N18°24'21"W AND A CHORD LENGTH OF 285.87 FEET; THENCE N37°35'18"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 45.93 FEET; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID OUTLOT Y AND ALONG A 385.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE OF 200.90 FEET, SAID CURVE HAVING A CHORD BEARING OF N21°49'13"W AND A CHORD LENGTH OF 198.38 FEET; THENCE N08°03'07"W ALONG THE WEST LINE OF SAID OUTLOT Y, A DISTANCE OF 79.21 FEET; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID OUTLOT Y AND ALONG A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 39.27 FEET TO THE SOUTH RIGHT OF WAY LINE OF ASHWORTH ROAD AS IT IS PRESENTLY ESTABLISHED, SAID CURVE HAVING A CHORD BEARING OF N88°56'53"E AND A CHORD LENGTH OF 35.36 FEET; THENCE N83°56'53"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 271.33 FEET; THENCE N47°43'27"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 303.89 FEET; THENCE N83°56'53"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 96.40 FEET; THENCE S47°39'34"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 46.53 FEET TO THE WEST RIGHT OF WAY LINE OF SAID JORDAN CREEK PARKWAY; THENCE S00°43'20"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 589.15 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. CONTAINING 383.731 SQUARE FEET (8.04 ACRES)

- LEGEND:**
- SAN — SANITARY SEWER
  - ST — STORM SEWER
  - W — WATER LINE
  - G — GAS LINE
  - U — UNDERGROUND ELECTRIC
  - O — OVERHEAD ELECTRIC
  - T — TELEPHONE LINE
  - F — FIBER OPTIC
  - CATV — CABLE TV
  - ⊙ — STORM MANHOLE
  - ⊞ — CURB INTAKE
  - — SURFACE INTAKE
  - ⊞ — FLARED END SECTION
  - ⊙ — SANITARY MANHOLE
  - ⊙ — CLEANOUT
  - ⊙ — FIRE HYDRANT
  - ⊙ — SPRINKLER
  - ⊙ — IRRIGATION CONTROL VALVE
  - ⊙ — WATER MAN-HOLE
  - ⊙ — WELL
  - ⊙ — WATER VALVE
  - ⊙ — WATER SHUT OFF
  - ⊙ — YARD HYDRANT
  - ⊙ — ELECTRIC MANHOLE
  - ⊙ — ELECTRIC METER
  - ⊙ — ELECTRIC RISER
  - ⊙ — ELECTRIC VAULT
  - ⊙ — POWER POLE
  - ⊙ — TRANSFORMER POLE
  - ⊙ — LIGHT POLE
  - ⊙ — ELECTRIC JUNCTION BOX
  - ⊙ — ELECTRIC PANEL
  - ⊙ — TRANSFORMER
  - ⊙ — GROUND LIGHT
  - ⊙ — GUY WIRE
  - ⊙ — ELECTRIC HANDHOLE
  - ⊙ — GAS METER
  - ⊙ — GAS VALVE
  - ⊙ — AIR CONDITIONING UNIT
  - ⊙ — TELEPHONE RISER
  - ⊙ — TELEPHONE VAULT
  - ⊙ — TELEPHONE MANHOLE
  - ⊙ — TRAFFIC SIGNAL MANHOLE
  - ⊙ — FIBER OPTIC MANHOLE
  - ⊙ — FIBER OPTIC RISER
  - ⊙ — FIBER OPTIC FAULT
  - ⊙ — CABLE TV RISER
  - ⊙ — SIGN
  - — BOLLARDS
  - ⊙ — DENOTES NUMBER OF PARKING STALLS
  - ⊙ — PROPERTY CORNER - FOUND AS NOTED
  - ⊙ — PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID # 14775 OR AS NOTED
  - ⊙ — SECTION CORNER - FOUND AS NOTED
  - ⊙ — SITE CONTROL POINT - MONUMENT AS NOTED

**ADDRESS:**  
TO BE DETERMINED

**ZONING:**  
VILLAGES ON JORDAN CREEK PUD

**BENCHMARK:**  
BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS  
 DATUM = NAD 83, IOWA SOUTH  
 BENCHMARK DATUM = CITY OF WEST DES MOINES DATUM

**POINT #900**  
 NORTHING = 576769.79  
 EASTING = 1555321.63  
 ELEVATION = 222.94  
 DESCRIPTION: SET 3/4" IRON PIPE W/ RPC

**ON SITE TBM**  
 DESCRIPTION: BURY BOLT ON HYDRANT ALONG SOUTH R.O.W. OF ASHWORTH ROAD 588' +/- SOUTH OF JORDAN CREEK PKWY  
 ELEVATION = 226.08

**OFF SITE TBM**  
 DESCRIPTION: ARROW ON HYDRANT ALONG EAST R.O.W. OF JORDAN CREEK PKWY 464' +/- SOUTH OF ASHWORTH ROAD  
 ELEVATION = 221.09

- ABBREVIATIONS:**
- AC ACRES
  - ASPH ASPHALT
  - BOOK BOOK
  - CONC CONCRETE
  - D DEEDED DISTANCE
  - EX EXISTING
  - ENCL ENCLOSURE
  - FF FINISHED FLOOR
  - FL FLOW LINE
  - FRAC FRACTIONAL
  - M MEASURED DISTANCE
  - MH MANHOLE
  - OPC ORANGE PLASTIC CAP
  - P PLATTED DISTANCE
  - PG PAGE
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PRA PREVIOUSLY RECORDED AS
  - PUE PUBLIC UTILITY EASEMENT
  - RWP RIGHT OF WAY
  - RPC RED PLASTIC CAP
  - SF SQUARE FEET
  - SAN SANITARY
  - TYP TYPICAL
  - YPC YELLOW PLASTIC CAP
  - N NORTH
  - S SOUTH
  - E EAST
  - W WEST

- UTILITY MAPS PROVIDED BY:**
1. ELECTRIC (MIDAMERICAN / 515-252-6632)
  2. FIBER OPTIC (AUREON / 515-830-0445)
  3. FIBER OPTIC (VERIZON / 319-393-9704)
  4. TELEPHONE (CENTURYLINK / 333-453-8927)
  5. GAS (MIDAMERICAN / 515-252-6632)
  6. WATER (WDM WATER WORKS / 515-222-3510)
  7. FIBER OPTIC (UPN / 816-425-3556)

**UTILITY NOTE:**  
 THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY. EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

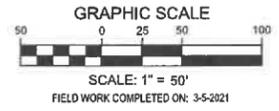
**OWNER:**  
DENNIS SHAFFER AND TERESA MOON  
 KEVIN AND STEPHAN JOHNSON  
 MICHAEL GLASA AND ANNETTE HITCHCOCK  
 KARLA STESSMAN  
 STONY LAKE, LLC  
 CZECH MATE, LLC

**PREPARED FOR:**  
 JORDAN CREEK PARTNERS LLC  
 805 CITY CENTER DRIVE SUITE 160  
 CARMEL, INDIANA 46032  
 JOHN LASSAUX

**NOTES:**

1. ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM DALLAS COUNTY ASSESSORS WEB PAGE
2. PARENTHESIS ( ) DENOTES PREVIOUSLY RECORDED BEARINGS AND DISTANCES

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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.

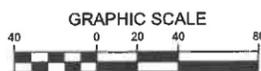
SIGNED: LARRY D. HYLER, P.L.S. 14775 DATE: \_\_\_\_\_  
 LICENSE RENEWAL DATE: DEC. 31, 2022  
 PAGES OR SHEETS COVERED BY THIS SEAL: C0.1

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**JORDAN CREEK MIXED USE  
 WEST DES MOINES, IOWA  
 SITE SURVEY**

REFERENCE NUMBER:  
PROJECT NUMBER:  
DRAWN BY:  
CHECKED BY:  
REVISION DATE:  
200656  
C0.2

10/19/2021 3:48:15 PM L:\LAND PROJECTS\2020\200656\DWG\C03.LOT LAYOUT.DWG



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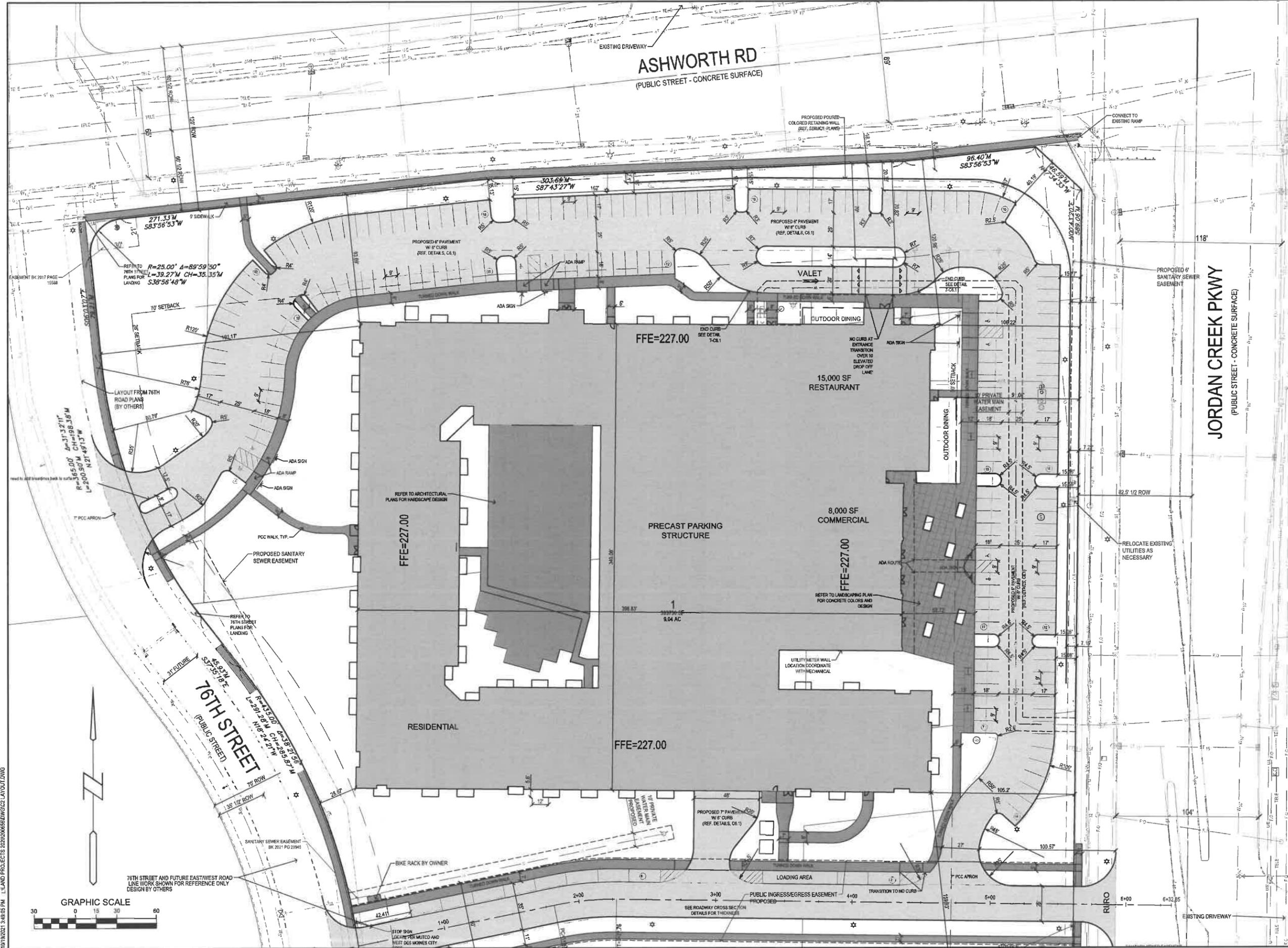
**21WDM  
SITE IMPROVEMENT PLAN**

**PROPOSED LOT LAYOUT**

REFERENCE NUMBER:	
DRAWN BY:	BGA
CHECKED BY:	DBB
REVISION DATE:	2021-04-23 CITY SUBMITTAL 2021-06-04 CITY SUBMITTAL 2021-07-23 CITY SUBMITTAL 2021-09-08 CITY SUBMITTAL 2021-10-07 BID SET
PROJECT NUMBER:	200656
SHEET NUMBER:	C0.3



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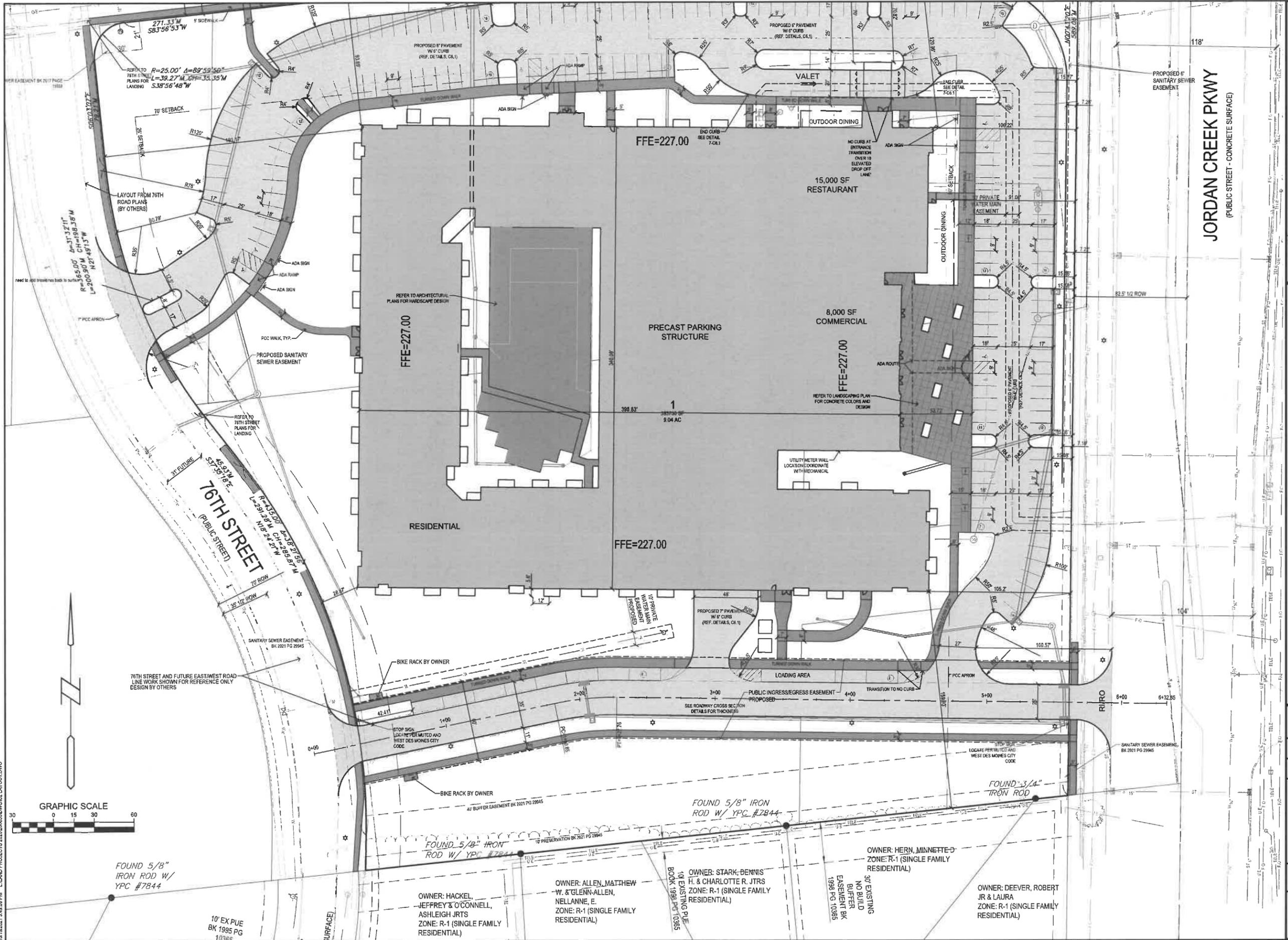
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**21WDM  
SITE IMPROVEMENT PLAN**

**LAYOUT PLAN**

REFERENCE NUMBER:	
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REVISION DATE:	2021-04-23 CITY SUBMITTAL 2021-06-04 CITY SUBMITTAL 2021-07-23 CITY SUBMITTAL 2021-09-08 CITY SUBMITTAL 2021-10-07 BID SET
PROJECT NUMBER:	200656
SHEET NUMBER:	C2.1

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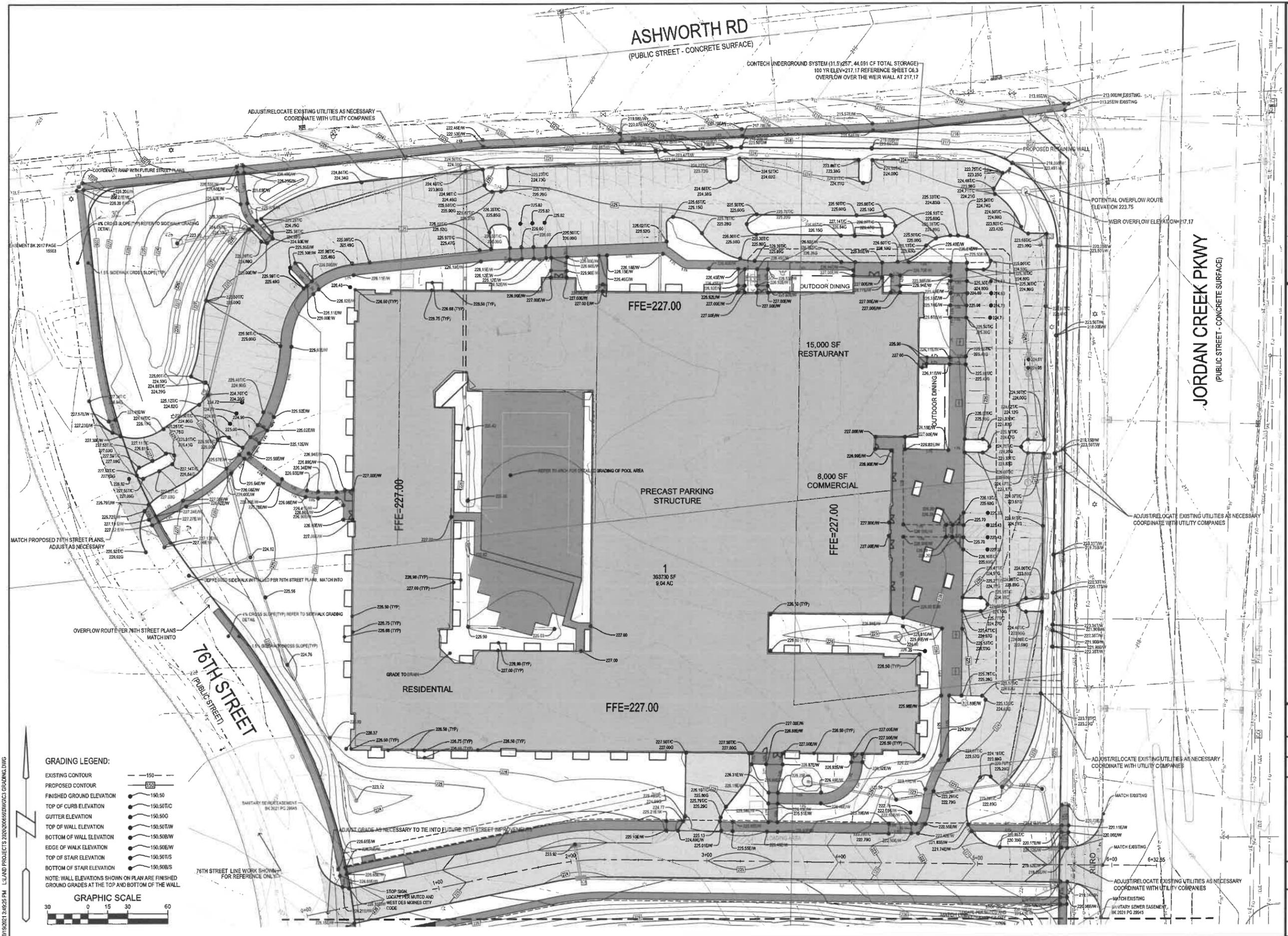


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**21WDM**  
**SITE IMPROVEMENT PLAN**  
**LAYOUT PLAN**

REFERENCE NUMBER:	
DRAWN BY:	BGA
CHECKED BY:	DBB
REVISION DATE:	2021-04-23 CITY SUBMITTAL 2021-06-04 CITY SUBMITTAL 2021-07-23 CITY SUBMITTAL 2021-09-08 CITY SUBMITTAL 2021-10-07 BID SET
PROJECT NUMBER:	200656
SHEET NUMBER:	C2.2

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ASHWORTH RD  
(PUBLIC STREET - CONCRETE SURFACE)

JORDAN CREEK PKWY  
(PUBLIC STREET - CONCRETE SURFACE)

76TH STREET  
(PUBLIC STREET)

- GRADING LEGEND:**
- EXISTING CONTOUR ——— 150 ———
  - PROPOSED CONTOUR ——— 150 ———
  - FINISHED GROUND ELEVATION ● 150.50
  - TOP OF CURB ELEVATION ● 150.50/T/C
  - GUTTER ELEVATION ● 150.50/G
  - TOP OF WALL ELEVATION ● 150.50/T/W
  - BOTTOM OF WALL ELEVATION ● 150.50/B/W
  - EDGE OF WALK ELEVATION ● 150.50/E/W
  - TOP OF STAIR ELEVATION ● 150.50/T/S
  - BOTTOM OF STAIR ELEVATION ● 150.50/B/S
- NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.



CONTECH UNDERGROUND SYSTEM (31.5x257, 44,091 CF TOTAL STORAGE)  
100 YR ELEV=217.17 REFERENCE SHEET C&3  
OVERFLOW OVER THE WEIR WALL AT 217.17

FFE=227.00

FFE=227.00

FFE=227.00

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21WDM  
SITE IMPROVEMENT PLAN

GRADING PLAN

REFERENCE NUMBER:	
DRAWN BY:	BGA
CHECKED BY:	DBB
REVISION DATE:	2021-04-23 CITY SUBMITTAL 2021-06-04 CITY SUBMITTAL 2021-07-23 CITY SUBMITTAL 2021-09-08 CITY SUBMITTAL 2021-10-07 BID SET
PROJECT NUMBER:	200656
SHEET NUMBER:	C3.1

**TOPSOIL NOTES:**

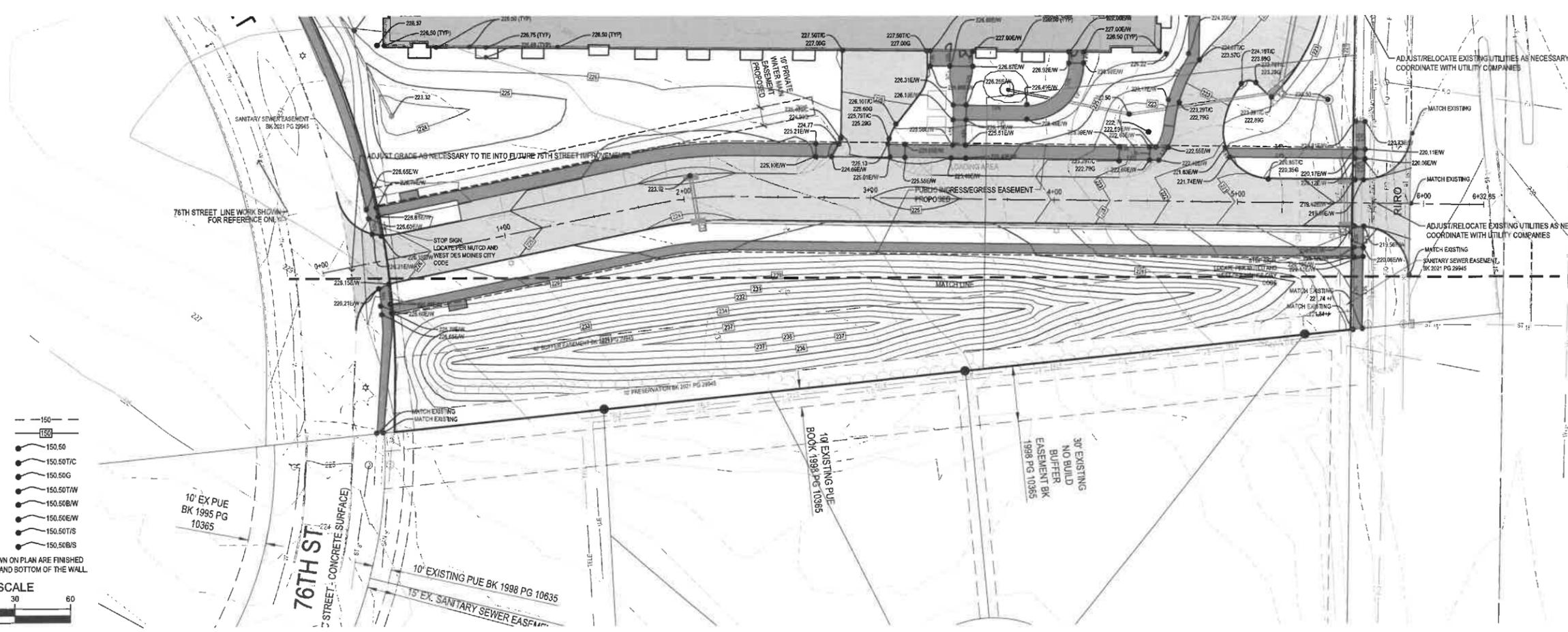
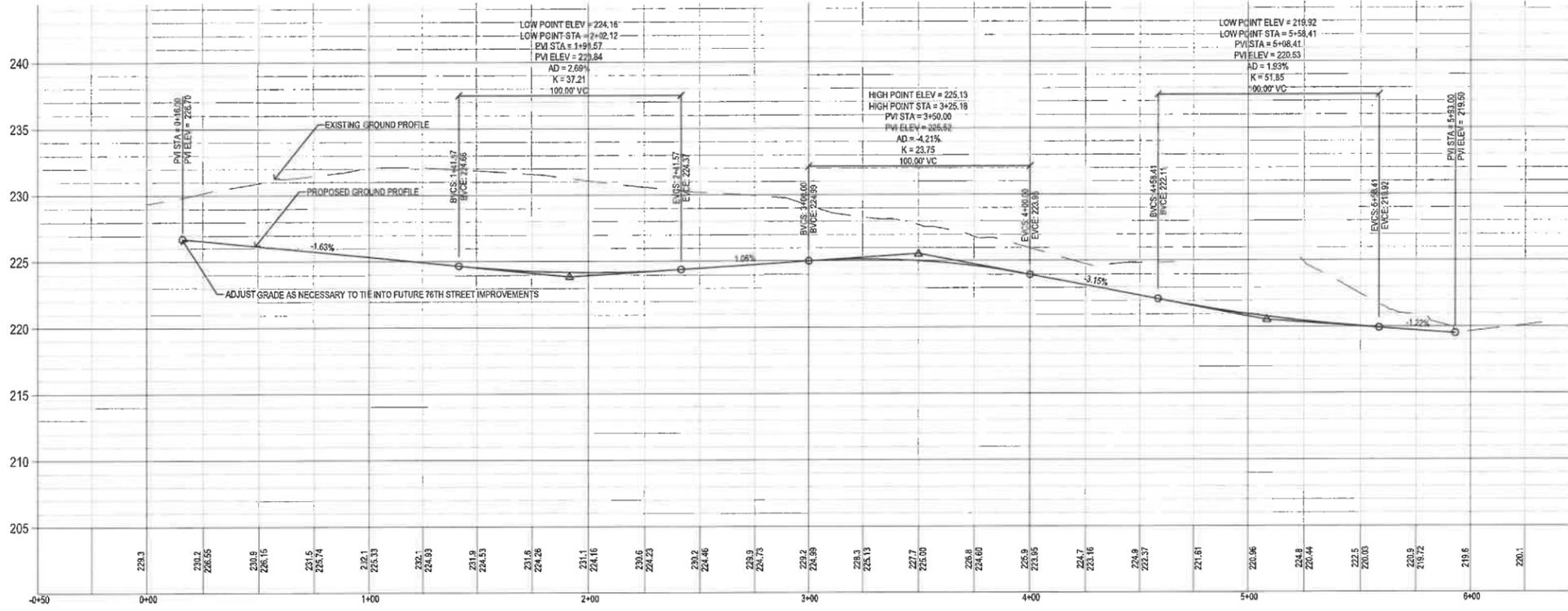
1. STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
2. RESPREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 8".
3. TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
4. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER, ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.

**BUILDING DOOR ELEVATIONS:**

1. THE ELEVATIONS SHOWN AT THE BUILDING DOORS AND BUILDING WALLS ON THE GRADING PLAN ARE FOR COORDINATION ONLY. BUILDING ARCHITECTURAL/STRUCTURAL PLANS AND DETAILS SHALL GOVERN FOR BUILDING DOOR ELEVATIONS, STOOD SLOPES AND EXPOSED WALLS OR FOOTINGS.
2. CONTRACTOR TO COORDINATE AND VERIFY ALL BUILDING AND DOOR ELEVATIONS WITH EXTERIOR IMPROVEMENTS TO MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDING PRIOR TO CONSTRUCTION. IF THERE IS A DISCREPANCY, CONTRACTOR TO CONTACT OWNER/ENGINEER FOR DIRECTION PRIOR TO CONSTRUCTION AND/OR INSTALLATION.

**ADA RAMP & LANDING NOTES:**

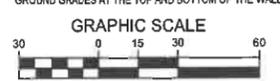
1. RAMPS ON SIDEWALKS THAT EXCEED 5% RUNNING SLOPE MUST HAVE A MINIMUM OF 5'X5' LANDING AT THE TOP AND BOTTOM OF THE RAMP. THE LANDING SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
2. NOT ALL RAMPS AND LANDINGS ARE CALLED OUT ON PLANS. ANYWHERE A WALK EXCEEDS 5% SLOPE, AS SHOWN ON THE GRADING PLAN, SHALL BE CONSIDERED AN ADA RAMP AND THEREFORE MUST HAVE LANDINGS.



**GRADING LEGEND:**

EXISTING CONTOUR	---	150
PROPOSED CONTOUR	---	150
FINISHED GROUND ELEVATION	●	150.50
TOP OF CURB ELEVATION	●	150.50TC
GUTTER ELEVATION	●	150.50G
TOP OF WALL ELEVATION	●	150.50TW
BOTTOM OF WALL ELEVATION	●	150.50BW
EDGE OF WALK ELEVATION	●	150.50EW
TOP OF STAIR ELEVATION	●	150.50TS
BOTTOM OF STAIR ELEVATION	●	150.50BS

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.

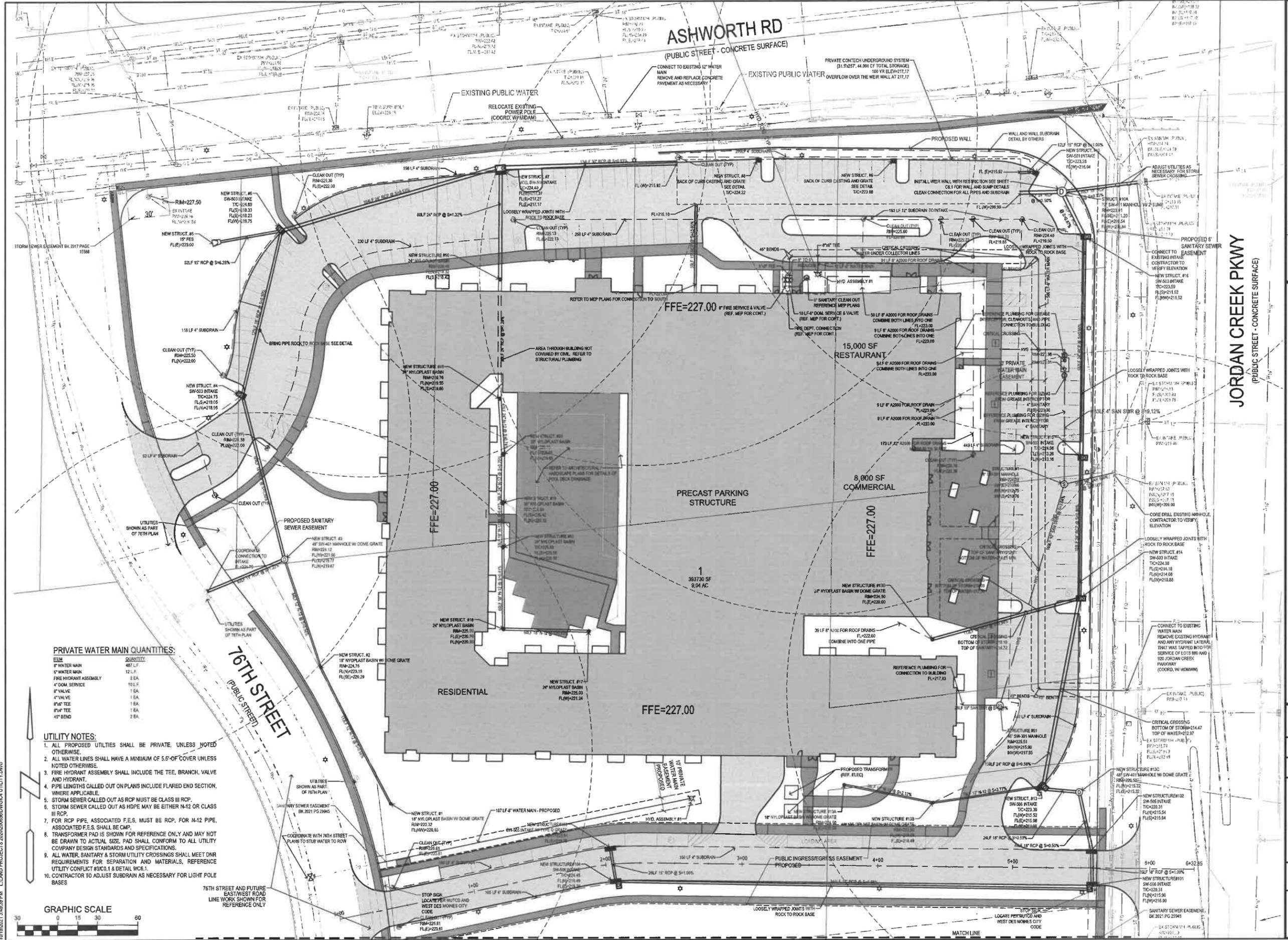


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**21WDM  
 SITE IMPROVEMENT PLAN  
 GRADING PLAN/ROADWAY PROFILE**

REFERENCE NUMBER:	
DRAWN BY:	8GA
CHECKED BY:	DBB
REVISION DATE:	2021-04-23 CITY SUBMITTAL 2021-06-04 CITY SUBMITTAL 2021-07-23 CITY SUBMITTAL 2021-09-08 CITY SUBMITTAL 2021-10-07 BID SET
PROJECT NUMBER:	200656
SHEET NUMBER:	C3.2

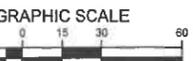
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**PRIVATE WATER MAIN QUANTITIES:**

ITEM	QUANTITY
12" WATER MAIN	487 L.F.
6" WATER MAIN	12 L.F.
FIRE HYDRANT ASSEMBLY	2 EA.
4" DOM. SERVICE	101 L.F.
6" VALVE	1 EA.
4" VALVE	1 EA.
6" Tee	1 EA.
4" Tee	1 EA.
45° BEND	2 EA.

- UTILITY NOTES:**
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
  2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5'-0" OF COVER UNLESS NOTED OTHERWISE.
  3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
  4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
  5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
  6. STORM SEWER CALLED OUT AS HDPE MUST BE EITHER N-12 OR CLASS III RCP.
  7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP, FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
  8. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.
  9. ALL WATER, SANITARY & STORM UTILITY CROSSINGS SHALL MEET DNR REQUIREMENTS FOR SEPARATION AND MATERIALS, REFERENCE UTILITY CONFLICT #303.1 & DETAIL NCR.1.
  10. CONTRACTOR TO ADJUST SUBDRAIN AS NECESSARY FOR LIGHT POLE BASES.



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**21WDM**  
**SITE IMPROVEMENT PLAN**  
**UTILITY PLAN**

REFERENCE NUMBER:

DRAWN BY:  
BGA

CHECKED BY:  
DBB

REVISION DATE:

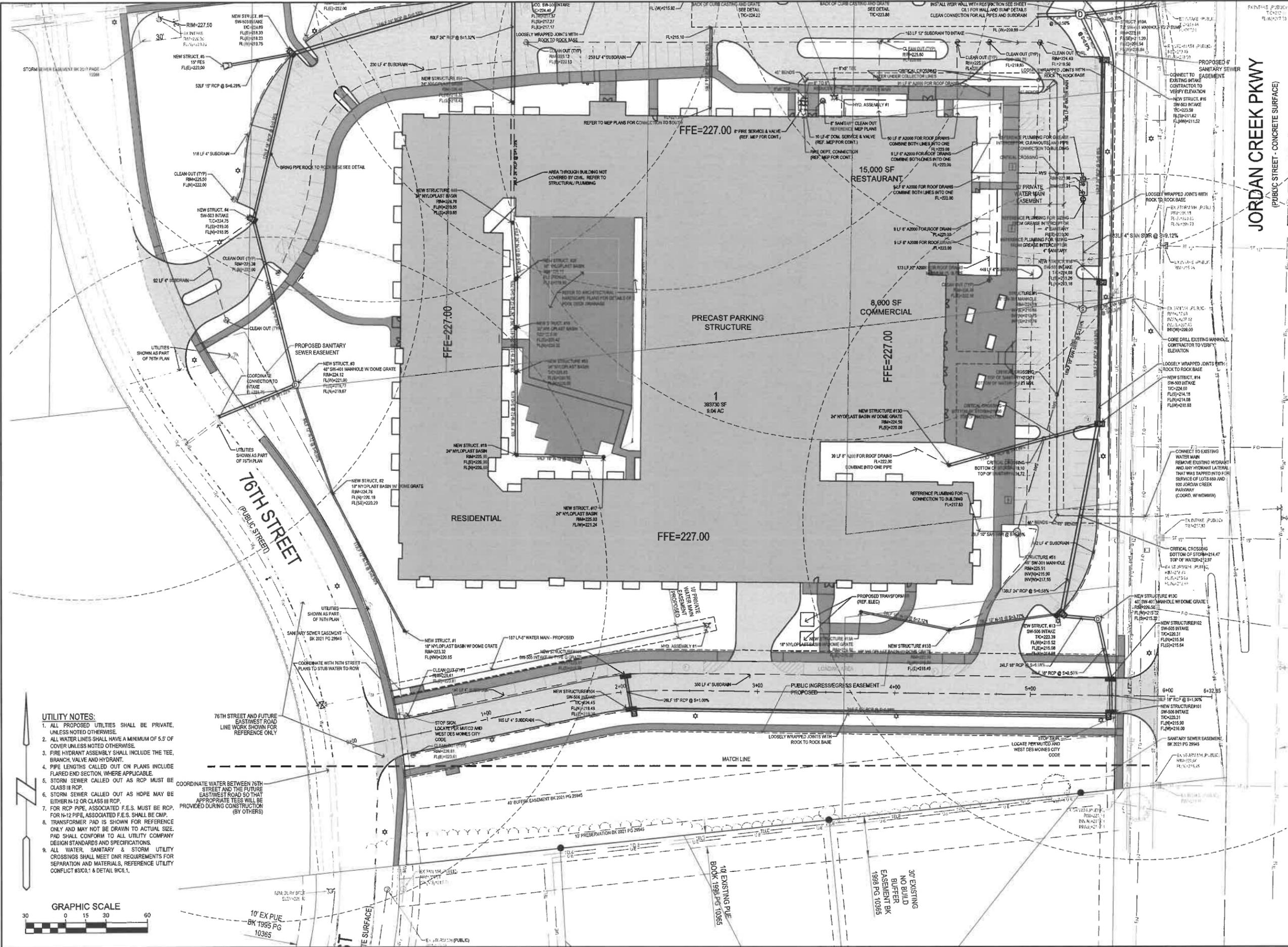
- 2021-04-23 CITY SUBMITTAL
- 2021-06-04 CITY SUBMITTAL
- 2021-07-23 CITY SUBMITTAL
- 2021-09-08 CITY SUBMITTAL
- 2021-10-07 BID SET

PROJECT NUMBER:  
**200656**

SHEET NUMBER:  
**C4.1**

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- UTILITY NOTES:**
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
  2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5' OF COVER UNLESS NOTED OTHERWISE.
  3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
  4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
  5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
  6. STORM SEWER CALLED OUT AS HDPE MAY BE EITHER N-12 OR CLASS III RCP.
  7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP. FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
  8. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.
  9. ALL WATER, SANITARY & STORM UTILITY CROSSINGS SHALL MEET DNR REQUIREMENTS FOR SEPARATION AND MATERIALS, REFERENCE UTILITY CONFLICT #3/C.1 & DETAIL 9/C.1.



**21WDM SITE IMPROVEMENT PLAN**

**UTILITY PLAN**

REFERENCE NUMBER: \_\_\_\_\_

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CHECKED BY: DBB

REVISION DATE:

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- 2021-10-07 BID SET

PROJECT NUMBER: **200656**

SHEET NUMBER: **C4.2**

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**JORDAN CREEK PKWY**  
 (PUBLIC STREET - CONCRETE SURFACE)

**76TH STREET**  
 (PUBLIC STREET)

**15,000 SF RESTAURANT**  
 FFE=227.00

**8,000 SF COMMERCIAL**  
 FFE=227.00

**PRECAST PARKING STRUCTURE**  
 383730 SF  
 8.04 AC

**RESIDENTIAL**  
 FFE=227.00

**LANDSCAPE NOTES:**

- ALL SOODING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
- STAKE SOD ON ALL SLOPES 3:1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL ACCEPTANCE.
- FOR WARRANTY PURPOSES, THE DATE OF INITIAL ACCEPTANCE SHALL BE SUBMITTED IN WRITING TO THE OWNER AND/OR OWNER'S REPRESENTATIVE AFTER ALL PLANT MATERIALS HAVE BEEN INSTALLED AND REVIEWED BY OWNER OR OWNER'S REPRESENTATIVE. PLANT MATERIALS WILL ONLY BE ACCEPTED IF THEY ARE IN AN ALIVE AND THRIVING CONDITION.
- CONDITIONAL ACCEPTANCE OF PLANT MATERIAL MAY BE GIVEN FOR PLANTS INSTALLED IN A DORMANT CONDITION WITH INITIAL ACCEPTANCE OCCURRING THE FOLLOWING SPRING ONCE THEY ARE SHOWN TO BE ALIVE AND THRIVING.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS (INCLUDING SIZING INFORMATION) MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- STAKING AND GUYING OF TREES SHALL BE AT THE DISCRETION OF THE CONTRACTOR BASED ON CURRENT ACCEPTED NURSERY STANDARDS. GENERALLY, TREES IN LARGE OPEN AREAS SUBJECT TO SIGNIFICANT WIND SHALL BE STAKED, STAKE AND WRAP TREES IMMEDIATELY AFTER PLANTING. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REMOVE ALL STAKES AND GUY WIRES NO MORE THAN ONE YEAR AFTER INSTALLATION.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- ALL EDGING SHALL BE NATURAL LIMESTONE EDGING (6" WIDE BY 4" THICK) AS SUPPLIED BY WEBER STONE OR APPROVED EQUAL.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL BE MULCHED WITH 4" THICK SHREDDED HARDWOOD MULCH.
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH/ROCK IS INSTALLED.

**GENERAL LANDSCAPE REQUIREMENTS**

TOTAL SQUARE FOOTAGE OF PROJECT AREA	361,840 SF
REQUIRED OPEN SPACE(25%)	90,410 SF
<b>GENERAL OPEN SPACE REQUIREMENT</b>	
TOTAL REQUIRED TREES (2 / 3,000 SF REQ. OPEN SPACE)	61
TOTAL REQUIRED EVERGREEN (50% OF TOTAL)	(31)
TOTAL TREES PROVIDED (OVERSTORY AND EVERGREEN)	72
TOTAL EVERGREEN PROVIDED	37
TOTAL REQUIRED SHRUBS (3 / 3,000 SF REQ. OPEN SPACE)	91
TOTAL SHRUBS PROVIDED	310
<b>SOUTH BUFFER REQUIREMENTS</b>	
TOTAL LENGTH OF BUFFER	522 LF
REQUIRED OVERSTORY TREES (1 / 35 LF)	15
TOTAL PROVIDED	30
REQUIRED EVERGREEN TREES (2 / 35 LF)	30
TOTAL PROVIDED EVERGREEN (SUBSTITUTION)	30
REQUIRED SHRUBS (6 / 35 LF)	90
TOTAL PROVIDED	90

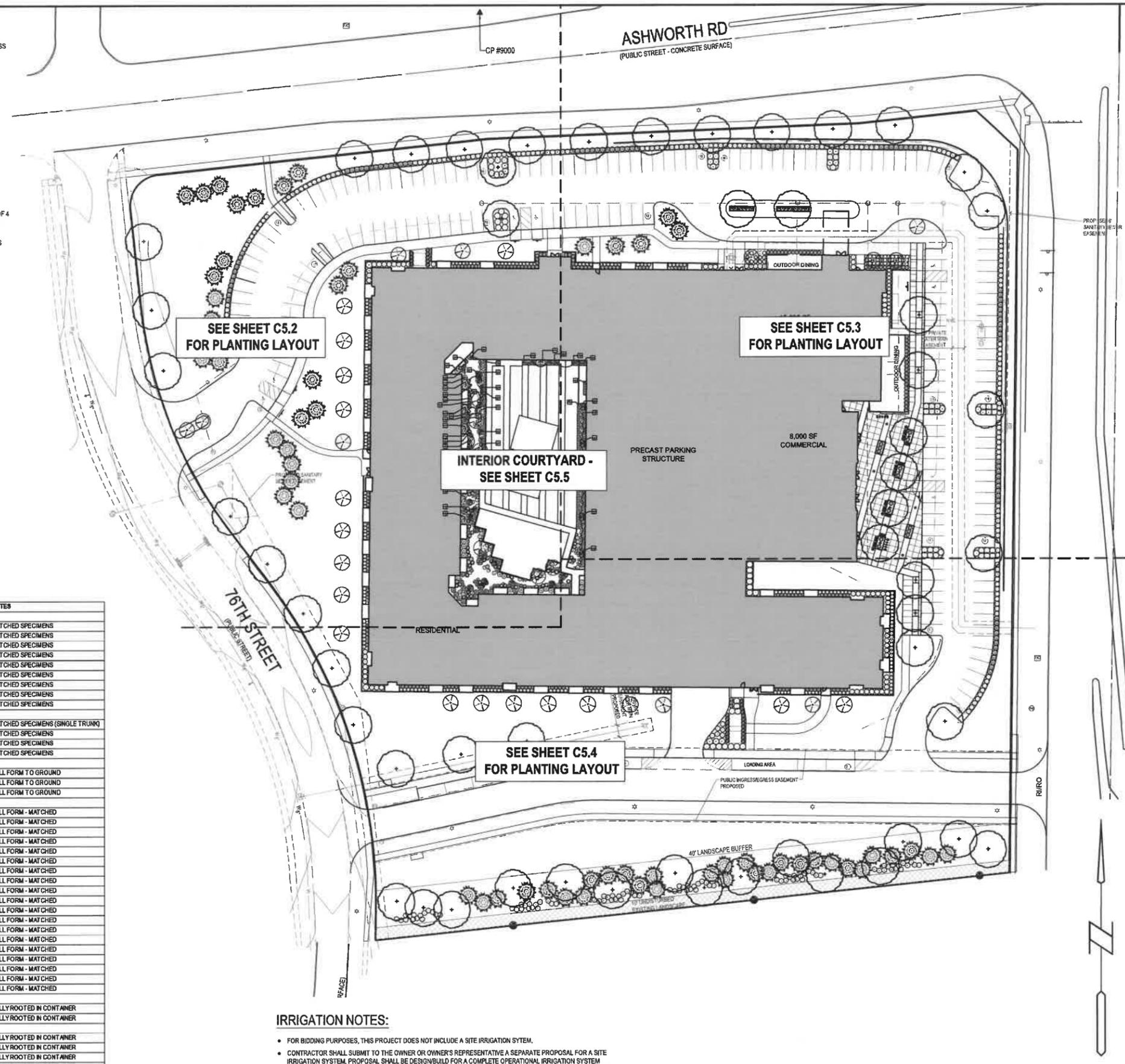
**PLANTING SCHEDULE**

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
<b>OVERSTORY TREES</b>						
DG	3	OCTOBER GLORY MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.0" CAL	B&B	MAT CHED SPECIMENS
GB	4	BIRCH	BETULA PICEA 'PRINCETON SENTINEL'	2.0" CAL	B&B	MAT CHED SPECIMENS
SH	13	SKYLINE HONEYLOCUST	GLYCYNIA TRICANTHOS 'SKYLINE'	2.0" CAL	B&B	MAT CHED SPECIMENS
KC	7	KENTUCKY COFFEE TREE	GYMNOCLADUS DIODICUS	2.0" CAL	B&B	MAT CHED SPECIMENS
TT	2	TULIP TREE	LIRIODENDRON TULIPIFERA	2.0" CAL	B&B	MAT CHED SPECIMENS
WO	6	WHITE OAK	QUERCUS ALBA	2.0" CAL	B&B	MAT CHED SPECIMENS
BO	2	BURR OAK	QUERCUS MACROCARPA	2.0" CAL	B&B	MAT CHED SPECIMENS
RO	14	RED OAK	QUERCUS RUBRA	2.0" CAL	B&B	MAT CHED SPECIMENS
RL	2	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	2.0" CAL	B&B	MAT CHED SPECIMENS
<b>ORNAMENTAL TREES</b>						
SB	4	AUTUMN BRILLIANCE SERVICE BERRY	AMELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	1.5" CAL	B&B	MAT CHED SPECIMENS (SINGLE TRUNK)
PF	7	PRAIRIE FIRE CRANAPPLE	MALUS X 'PRAIRIE FIRE'	1.5" CAL	B&B	MAT CHED SPECIMENS
ST	7	SHOW TIME CRANAPPLE	MALUS X 'SHOW TIME'	1.5" CAL	B&B	MAT CHED SPECIMENS
NP	10	NEWPORT PLUM	PRUNUS CERASIFERA	1.5" CAL	B&B	MAT CHED SPECIMENS
<b>EVERGREEN TREES</b>						
WP	11	WHITE PINE	PINUS STROBUS	6"	B&B	FULL FORM TO GROUND
NS	18	NORWAY SPRUCE	PICEA ABIES	6"	B&B	FULL FORM TO GROUND
BH	33	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6"	B&B	FULL FORM TO GROUND
<b>SHRUBS</b>						
RB	13	REDLEAF BARBERRY	BERBERIS THUNBERGII 'ATROPURPUREA'	#5	CONT	FULL FORM - MAT CHED
BX	77	BOXWOOD - GREEN MOUND	BUXUS X 'GREEN MOUND'	#5	CONT	FULL FORM - MAT CHED
DB	26	DWARF BUSH HONEYSUCKLE	DIERVILLA LONICERA	#5	CONT	FULL FORM - MAT CHED
ID	22	ISANTI DOGWOOD	CORNUS SERICEA 'ISANTI'	#5	CONT	FULL FORM - MAT CHED
LH	7	LIMELIGHT HYDRANGEA	HYDRANGEA PANICULATA 'LIMELIGHT'	#5	CONT	FULL FORM - MAT CHED
LL	18	LITTLE LIME HYDRANGEA	HYDRANGEA PANICULATA 'LIME'	#5	CONT	FULL FORM - MAT CHED
SG	10	SPRING GLORY FORSYTHIA	FORSYTHIA X 'SPRING GLORY'	#5	CONT	FULL FORM - MAT CHED
LD	41	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULENSIS 'LITTLE DEVIL'	#5	CONT	FULL FORM - MAT CHED
FS	35	FRAGRANT SUMAC	RHUS AROMATICA	#5	CONT	FULL FORM - MAT CHED
GL	58	GROW LOW SUMAC	RHUS AROMATICA 'GROW LOW'	#5	CONT	FULL FORM - MAT CHED
KR	14	KNOCKOUT ROSE	ROSA X 'RADRAZZ'	#5	CONT	FULL FORM - MAT CHED
AW	181	ANT HONEYMATE ERER SPIREA	SPRAEA BUNALDA 'ANTHONY WATERER'	#5	CONT	FULL FORM - MAT CHED
GF	96	GOLD FLAME SPIREA	SPRAEA BUNALDA 'GOLD FLAME'	#5	CONT	FULL FORM - MAT CHED
DK	13	DWARF KOREAN LILAC	SYRINGA MEYERI 'PALABIN'	#5	CONT	FULL FORM - MAT CHED
EA	28	EMERALD ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	4"	B&B	FULL FORM - MAT CHED
WG	80	WOODWARD GLOBE ARBORVITAE	THUJA OCCIDENTALIS 'WOODWARD'	2"	B&B	FULL FORM - MAT CHED
AV	5	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM	#5	CONT	FULL FORM - MAT CHED
CV	3	COMPACT VIBURNUM	VIBURNUM TRICOLOR 'COMPACT'	#5	CONT	FULL FORM - MAT CHED
JV	2	JUDO VIBURNUM	VIBURNUM JUDO	30"	B&B	FULL FORM - MAT CHED
<b>ORNAMENTAL GRASSES</b>						
KF	110	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	#1	CONT	FULLY ROOTED IN CONTAINER
SS	53	SHENANDOAH SWITCH GRASS	PANICUM VIRGATUM 'SHENANDOAH'	#1	CONT	FULLY ROOTED IN CONTAINER
<b>PERENNIALS</b>						
SD	16	STELLA D'ORO DAINLY	HEMEROCALLIS X 'STELLA D'ORO'	#1	CONT	FULLY ROOTED IN CONTAINER
HS	12	ASSORTED HOSTA	HOSTA SP.	#1	CONT	FULLY ROOTED IN CONTAINER
PH	88	PAT RIT HOSTA	HOSTA X 'PATRIT'	#1	CONT	FULLY ROOTED IN CONTAINER
BE	32	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTURM'	#1	CONT	FULLY ROOTED IN CONTAINER

NOTE: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE)

**IRRIGATION NOTES:**

- FOR BIDDING PURPOSES, THIS PROJECT DOES NOT INCLUDE A SITE IRRIGATION SYSTEM.
- CONTRACTOR SHALL SUBMIT TO THE OWNER OR OWNER'S REPRESENTATIVE A SEPARATE PROPOSAL FOR A SITE IRRIGATION SYSTEM. PROPOSAL SHALL BE DESIGN/BUILD FOR A COMPLETE OPERATIONAL IRRIGATION SYSTEM APPROPRIATE FOR THE SITE. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DESIGN, COORDINATION, TESTING, PERMITS, INSPECTIONS, ETC.



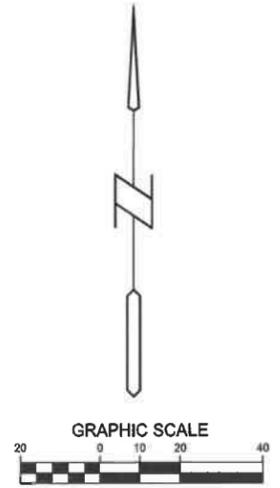
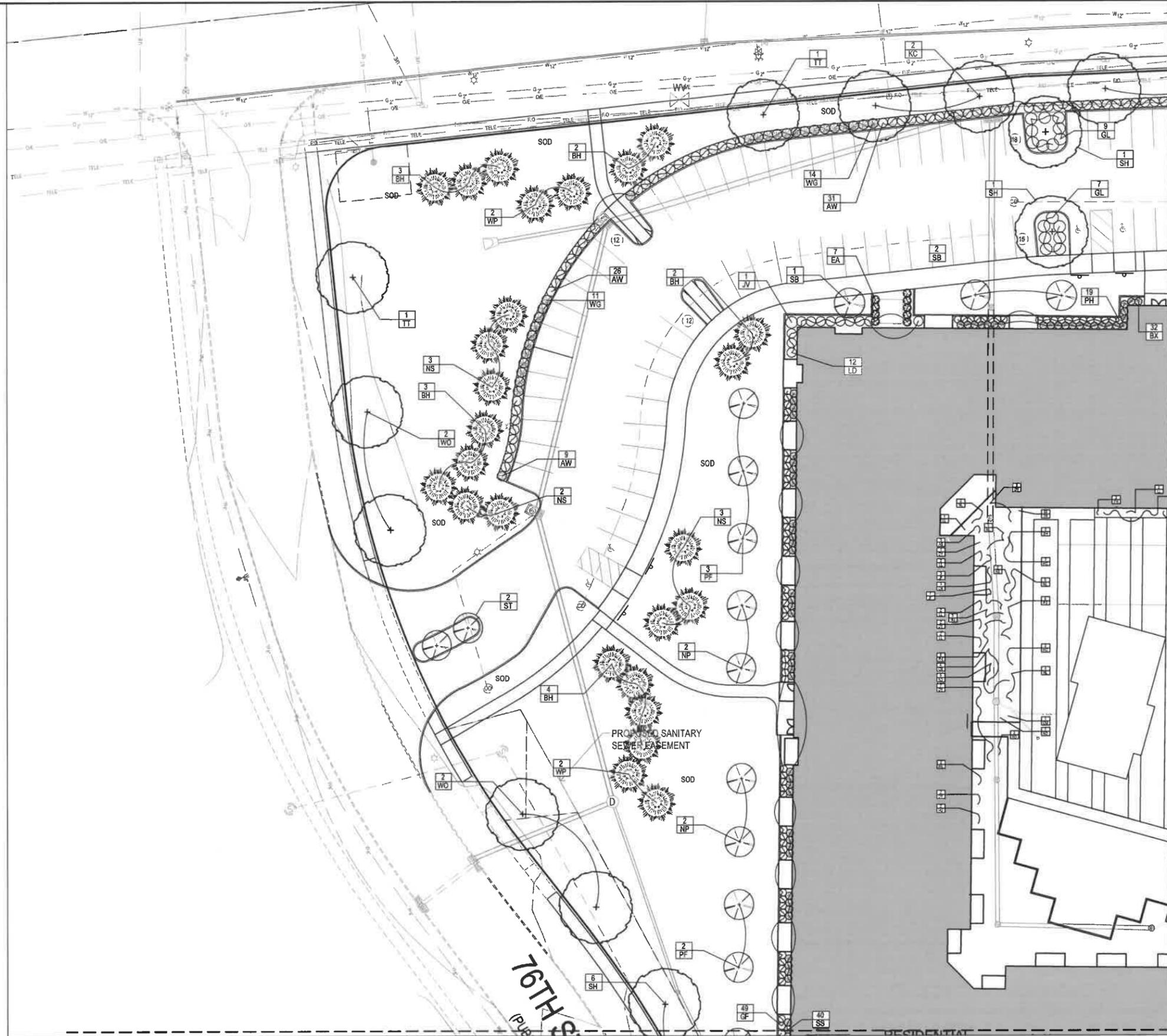
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 Civil Engineering & Land Surveying Established 1959

**21WDM**  
**SITE IMPROVEMENT PLAN**  
**LANDSCAPE PLAN**

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 2021-10-07 BID SET  
 PROJECT NUMBER:  
**200656**  
 SHEET NUMBER:  
**C5.1**

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21WDM  
SITE IMPROVEMENT PLAN

LANDSCAPE PLAN

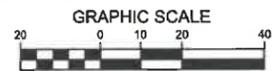
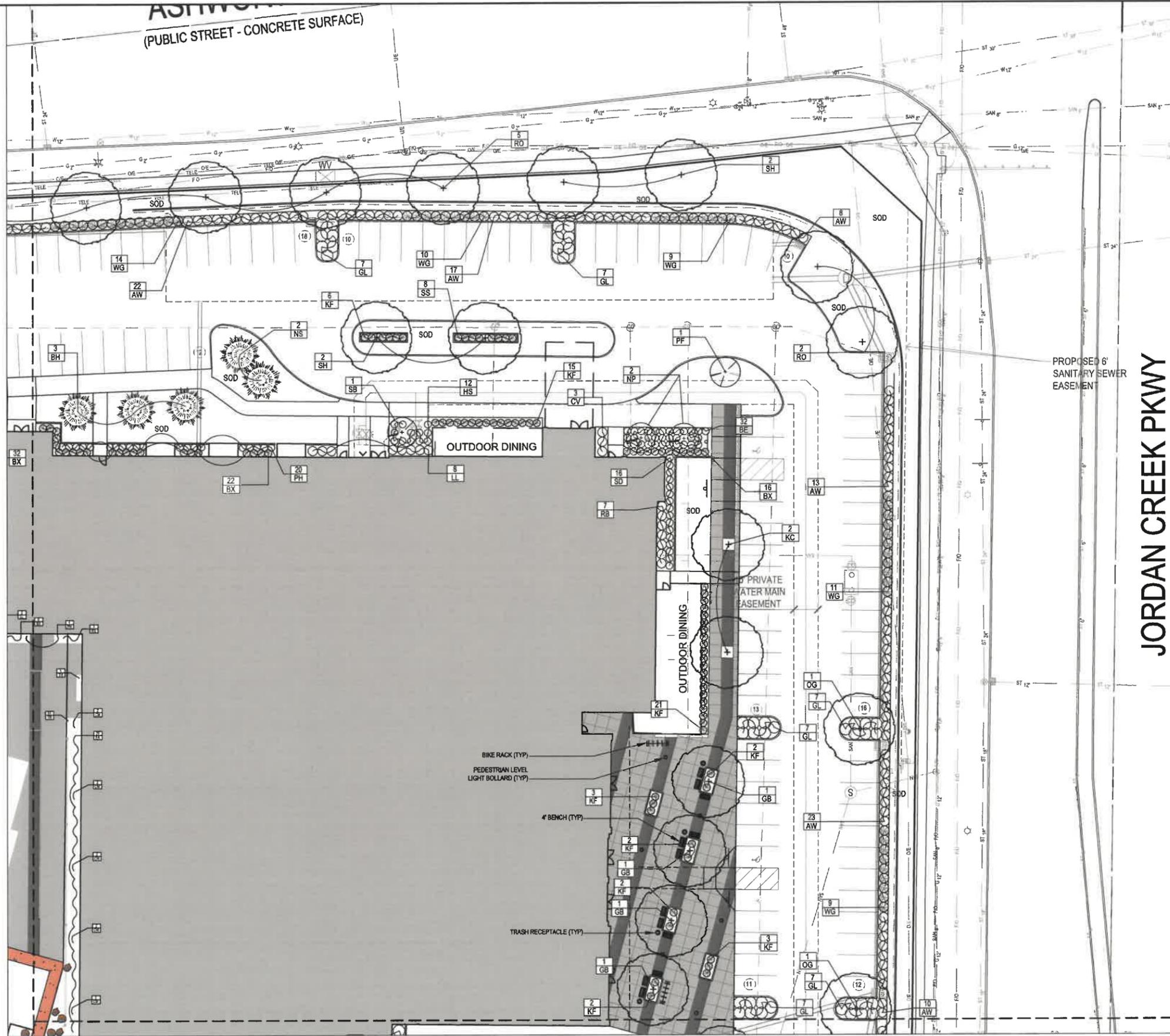
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JORDAN CREEK PKWY

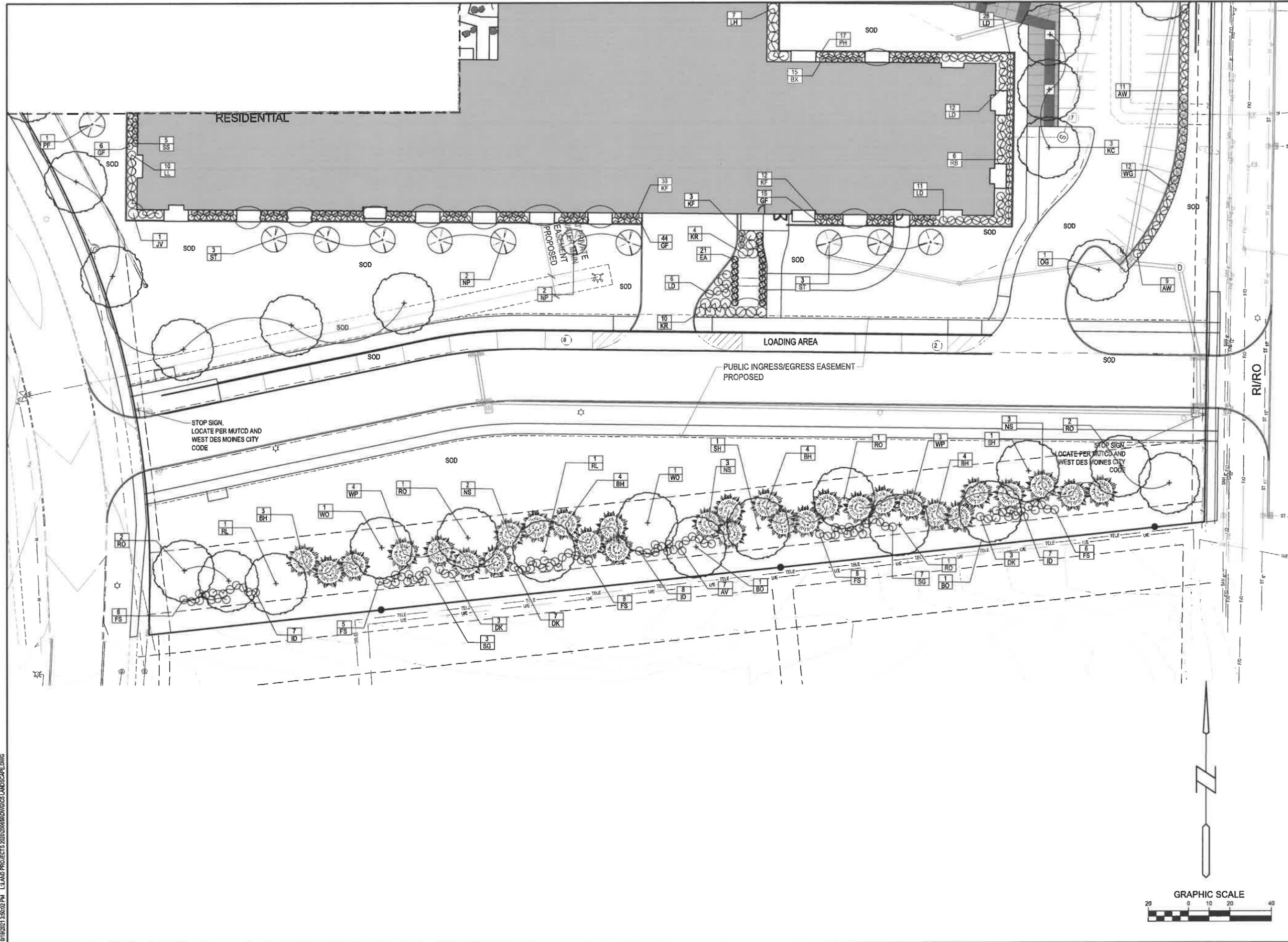
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21WDM  
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 LANDSCAPE PLAN

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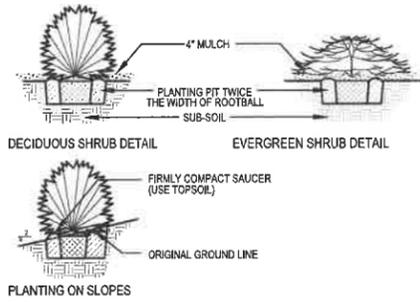


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 SITE IMPROVEMENT PLAN  
 LANDSCAPE PLAN**

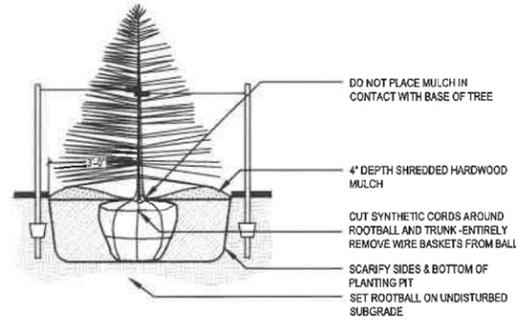
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PROJECT NUMBER:	200656
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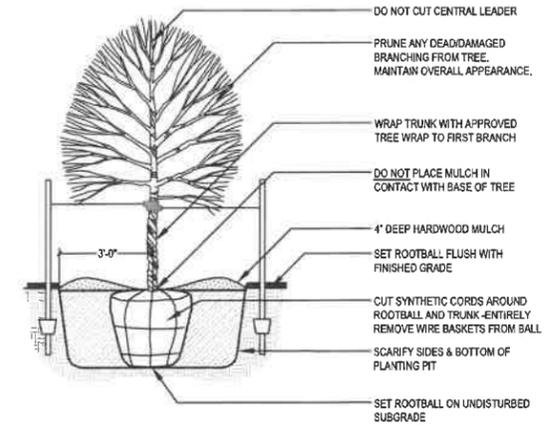
STAKING ORIENTATION  
 NORTH NORTH  
 2 STAKES - 3" CAL. & LESS  
 3 STAKES - GREATER THAN 3" CAL.  
 USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT.  
 LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.



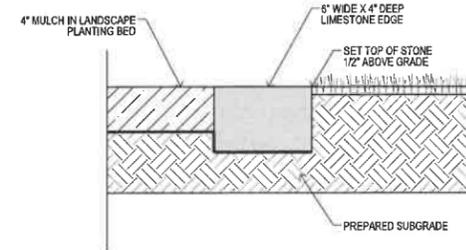
SHRUB PLANTING (TYP)  
 SCALE: NOT TO SCALE



EVERGREEN TREE PLANTING (B&B)  
 SCALE: NOT TO SCALE



DECIDUOUS TREE PLANTING (TYP.)  
 SCALE: NOT TO SCALE



LIMESTONE EDGING  
 SCALE: NOT TO SCALE

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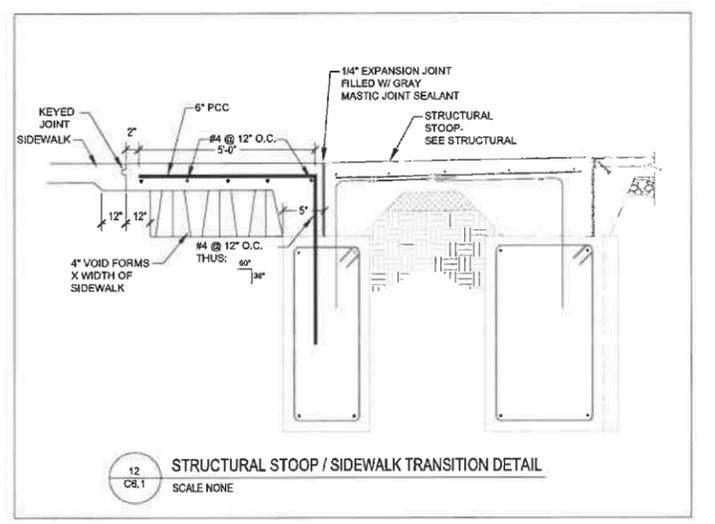
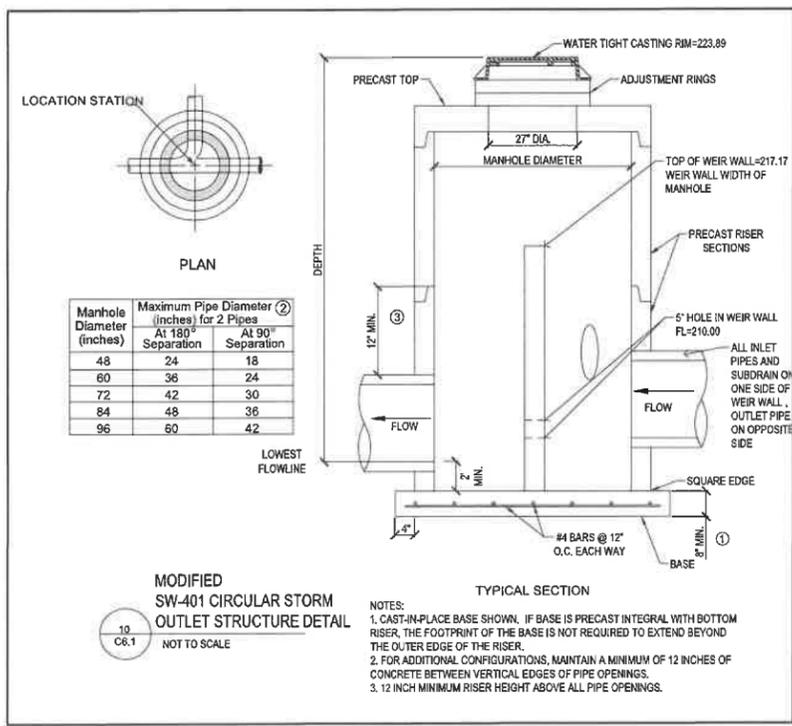
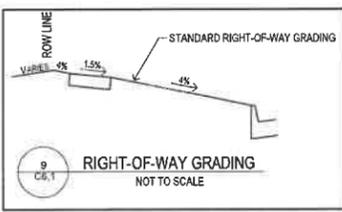
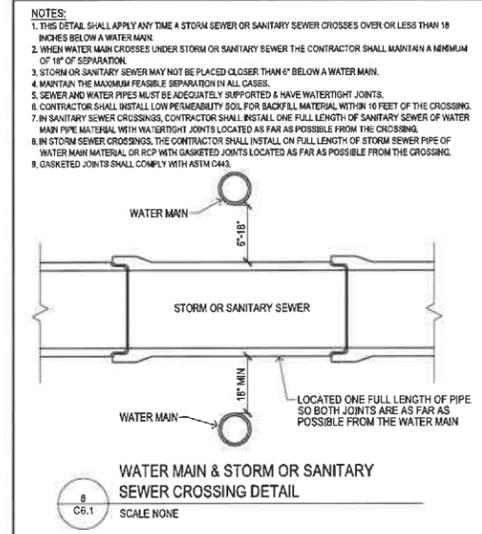
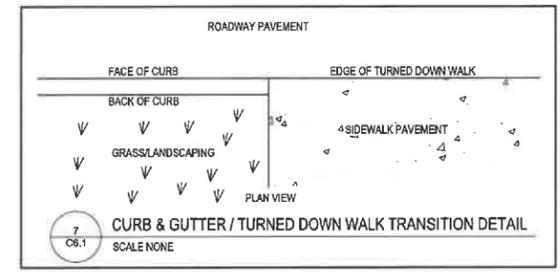
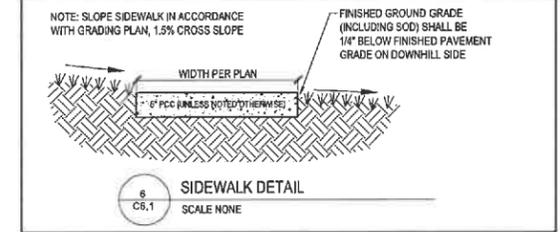
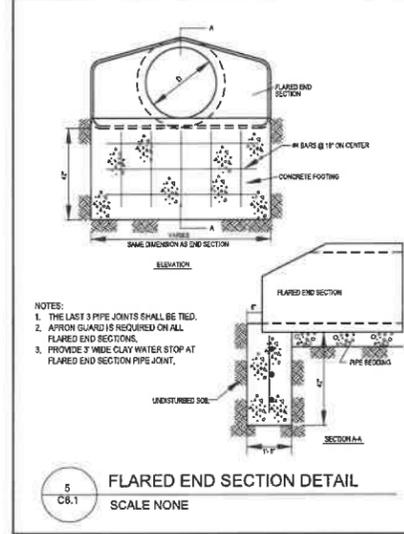
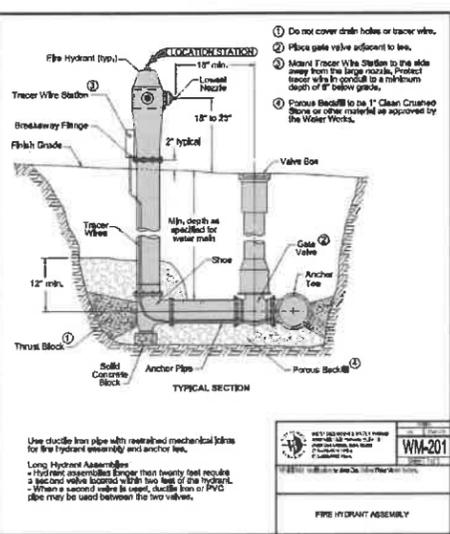
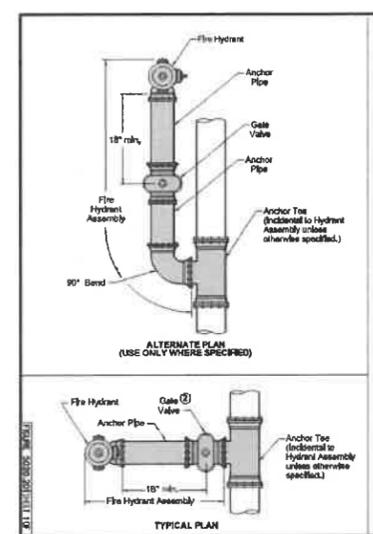
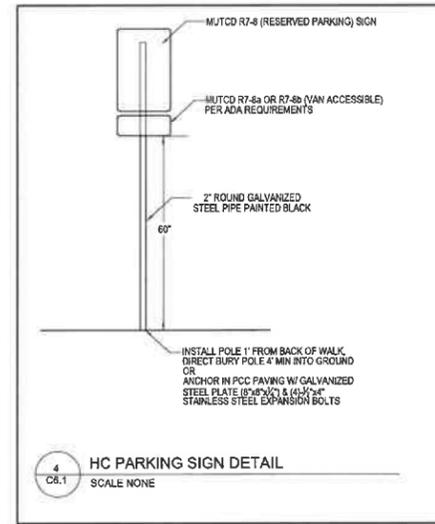
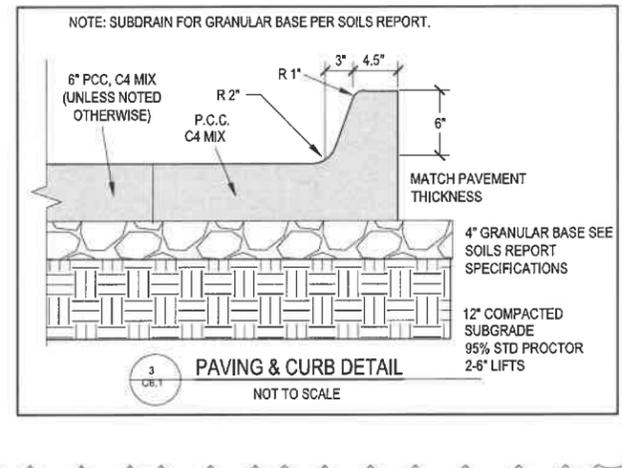
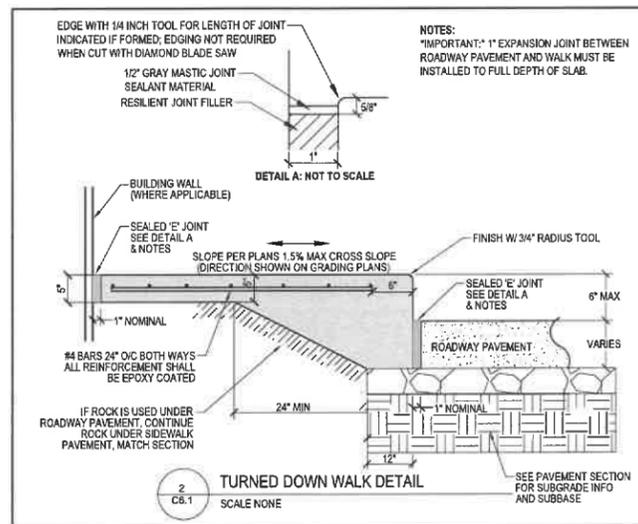
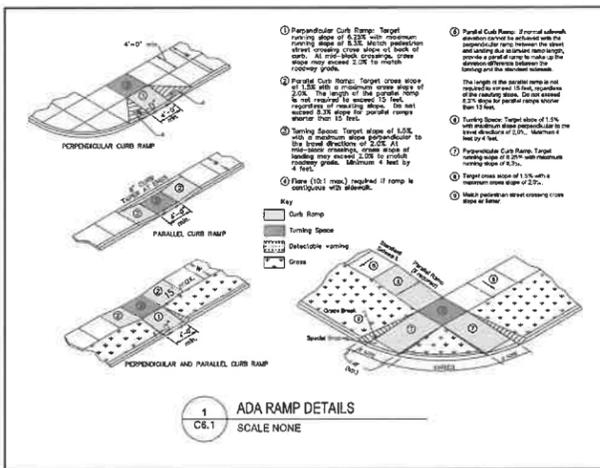
21WDM  
 SITE IMPROVEMENT PLAN

LANDSCAPE DETAILS

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PROJECT NUMBER:  
200656

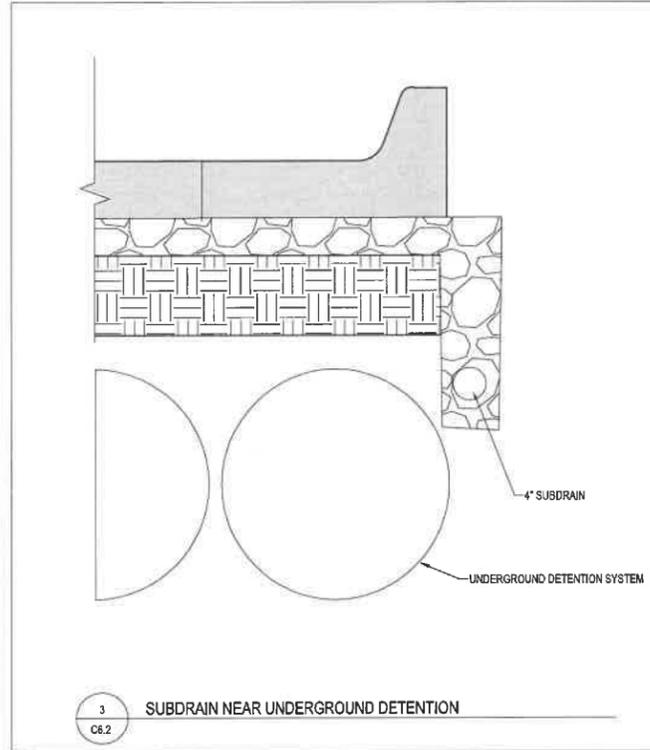
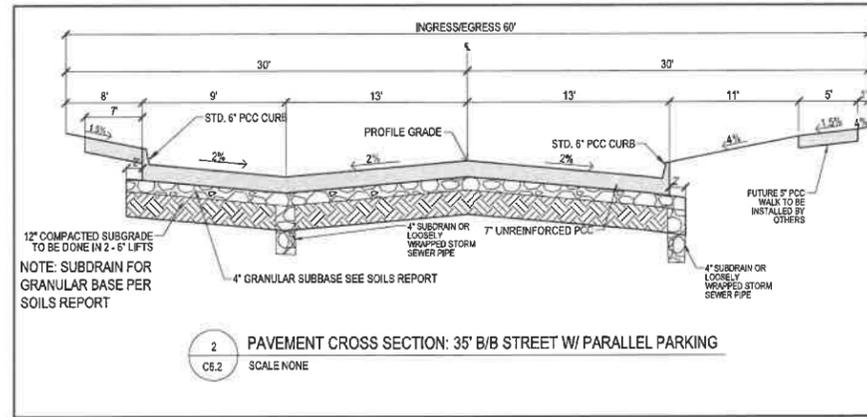
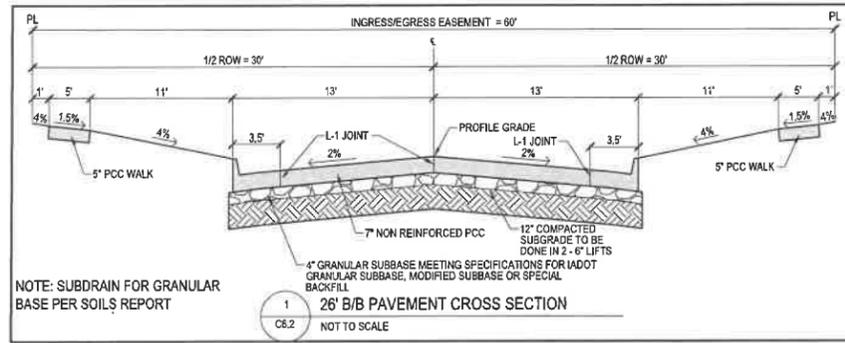
SHEET NUMBER:  
C5.6



**Bishop Engineering**  
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 3501 104th Street  
 Des Moines, Iowa 50322-3825  
 Phone: (515) 276-6467 Fax: (515) 276-0217  
 Civil Engineering & Land Surveying  
 Established 1959

**21WDM**  
 SITE IMPROVEMENT PLAN  
 DETAILS SHEET

REFERENCE NUMBER:  
 DRAWN BY:  
 BGA  
 CHECKED BY:  
 DBB  
 REVISION DATE:  
 2021-04-23 CITY SUBMITTAL  
 2021-06-04 CITY SUBMITTAL  
 2021-07-23 CITY SUBMITTAL  
 2021-09-08 CITY SUBMITTAL  
 2021-10-07 BID SET  
 PROJECT NUMBER:  
 200656  
 SHEET NUMBER:  
 C6.1



REFERENCE NUMBER:
DRAWN BY: BGA
CHECKED BY: DBB
REVISION DATE: 2021-04-23 CITY SUBMITTAL 2021-06-04 CITY SUBMITTAL 2021-07-23 CITY SUBMITTAL 2021-09-08 CITY SUBMITTAL 2021-10-07 BID SET
PROJECT NUMBER: 200656
SHEET NUMBER: C6.2

STUB INFORMATION		
PRICE	STUB INVENTORY	SYSTEM INVENTORY
218.83	218.83	208.88
208.88	208.88	208.88
218.83	218.83	208.88
218.83	218.83	208.88

RISER INFORMATION		
PRICE	RISER ELEV.	SYSTEM
233.77	233.77	238.88
233.83	233.83	238.88

**ASSEMBLY SCALE: 1"=20'**  
PIPE STORAGE: 44,082 CF  
LOADING: 150  
PIPE INV. = 233.882

**CONTECH ENGINEERED SOLUTIONS LLC**  
**CONTECH CMP DETENTION SYSTEMS**

102"Ø UNDERGROUND DETENTION SYSTEM - 680473-010  
21WDM  
URBANDALE, IA  
SITE DESIGNATION:

**TYPICAL SECTION VIEW NOT TO SCALE**

**TYPICAL MANWAY DETAIL NOT TO SCALE**

**TYPICAL BACKFILL DETAIL NOT TO SCALE**

DIAMETER	MIN. COVER	CONV. PROFILE
8" - 14"	12"	1 1/2" x 14"
16" - 48"	12"	3 3/8" x 12"
54" - 60"	12"	3" x 12" x 4"
66" - 108"	24"	3" x 12" x 4"

**CONTECH ENGINEERED SOLUTIONS LLC**  
**CONTECH CMP DETENTION SYSTEMS**

102"Ø UNDERGROUND DETENTION SYSTEM - 680473-010  
21WDM  
URBANDALE, IA  
SITE DESIGNATION:

**PLAIN END CMP RISER PIPE**  
NOT TO SCALE

**12" RISER BAND DETAIL**  
NOT TO SCALE

**2 2/3"x1/2" RE-ROLLED END HEL-COR PIPE**  
NOT TO SCALE

**H-12 HUGGER BAND DETAIL**  
NOT TO SCALE

**CONTECH ENGINEERED SOLUTIONS LLC**  
**CONTECH CMP DETENTION SYSTEMS**

102"Ø UNDERGROUND DETENTION SYSTEM - 680473-010  
21WDM  
URBANDALE, IA  
SITE DESIGNATION:

**CONSTRUCTION LOADING DIAGRAM NOT TO SCALE**

Ø CMP RISER	A	B	REINFORCING	"BEARING PRESURE" (PSF)
24"	48"	36"	#8 @ 10" OC SW	2,840
30"	48"	36"	#8 @ 10" OC SW	1,980
36"	48"	36"	#8 @ 10" OC SW	1,280
42"	48"	36"	#8 @ 10" OC SW	1,280
48"	48"	36"	#8 @ 10" OC SW	2,280
54"	48"	36"	#8 @ 10" OC SW	1,280
60"	48"	36"	#8 @ 10" OC SW	1,280
66"	48"	36"	#8 @ 10" OC SW	1,280
72"	48"	36"	#8 @ 10" OC SW	1,280

**CONTECH ENGINEERED SOLUTIONS LLC**  
**CONTECH CMP DETENTION SYSTEMS**

102"Ø UNDERGROUND DETENTION SYSTEM - 680473-010  
21WDM  
URBANDALE, IA  
SITE DESIGNATION:

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Established 1959

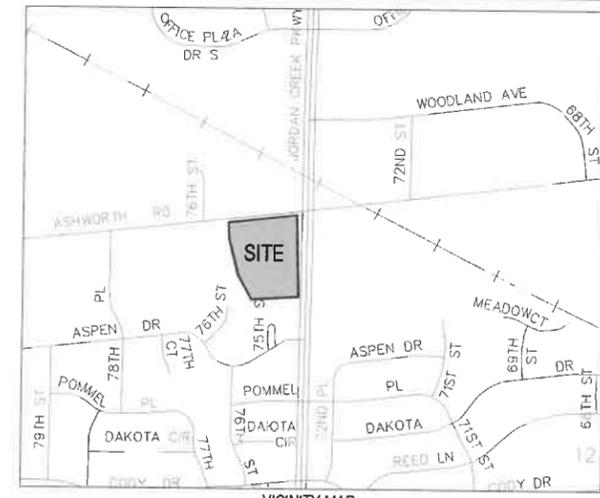
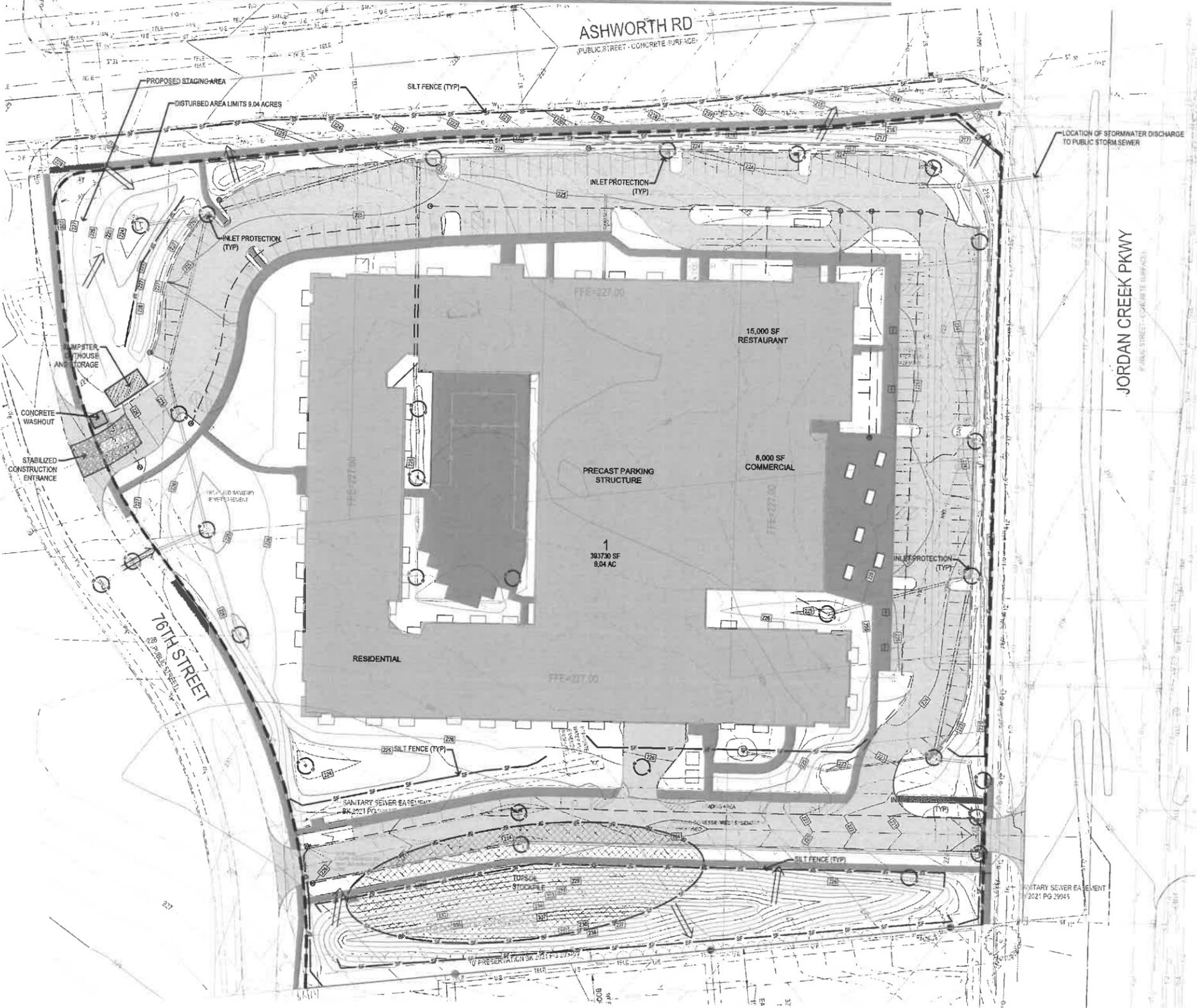
21WDM  
SITE IMPROVEMENT PLAN  
DETAILS SHEET

REFERENCE NUMBER:  
DRAWN BY:  
CHECKED BY:  
REVISION DATE:  
PROJECT NUMBER:  
SHEET NUMBER:

BGA  
DBB  
2021-04-23 CITY SUBMITTAL  
2021-05-04 CITY SUBMITTAL  
2021-07-23 CITY SUBMITTAL  
2021-09-08 CITY SUBMITTAL  
2021-10-07 BID SET

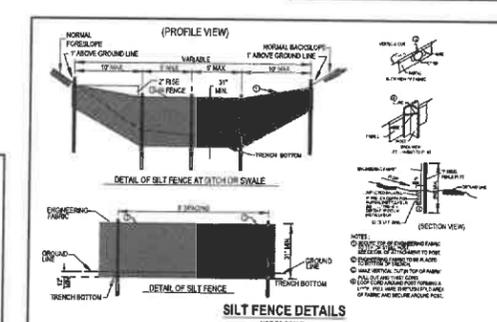
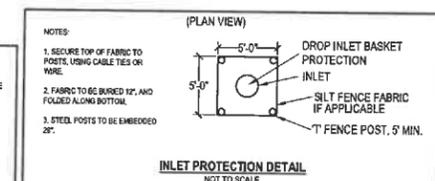
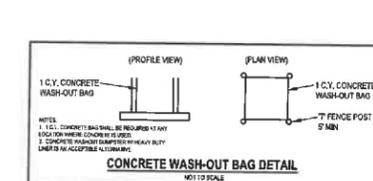
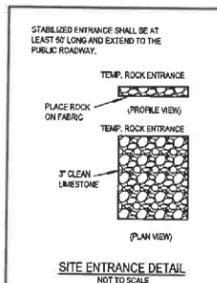
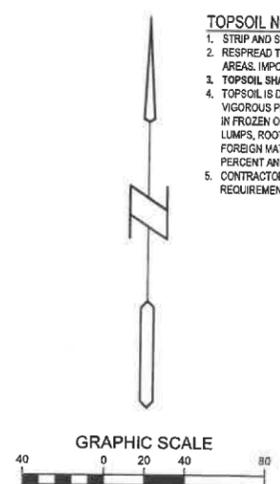
200656  
C6.3

# STORM WATER POLLUTION PREVENTION PLAN



- QUANTITY:**  
SILT FENCE-2300 LF  
INLET PROTECTION-28 EA
- EROSION CONTROL NOTES:**
- SEE SUPPLEMENTAL DETAIL STORM WATER POLLUTION PLAN NARRATIVE FOR ALL EROSION CONTROL MEASURES. ADDITIONAL DETAILS AND NOTE, ADDITIONAL NOTES AND MEASURES IN NARRATIVE SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE ORIGINAL BID.
  - SWPPP PLAN AND NARRATIVE ARE CONSIDERED A LIVING DOCUMENT AND WILL NEED PERIODIC UPDATES AND ADJUSTMENTS AS NECESSARY DEPENDING ON SITE CONDITIONS TO ASSURE COMPLIANCE WITH NPDES GENERAL PERMIT NO. 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPDATE THE SWPPP AND IMPLEMENT ANY AND ALL MEASURES NECESSARY TO COMPLY WITH SAID PERMIT NO. 2.
  - INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
  - INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
  - INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
  - OTHER EROSION CONTROL TYPES MAY NOT BE SUBSTITUTED FOR SILT FENCE.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. 2 DURING ALL CONCRETE WORK.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.
  - CONTRACTOR TO MEET PREPARATION OF SEED BED FROM THE CITY OF WDM STANDARD CONSTRUCTION SPECIFICATIONS MANUAL, SECTION 3 PART 9.

- EROSION CONTROL REMOVAL NOTES:**
- AFTER FINAL STABILIZATION HAS OCCURRED, AS DEFINED IN NPDES GENERAL PERMIT NO. 2, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.
- TOPSOIL NOTES:**
- STRIP AND STOCKPILE THE TOP 8" OF SOIL ON ALL DISTURBED AREAS.
  - RESPADE TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NON PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 8".
  - TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
  - TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.



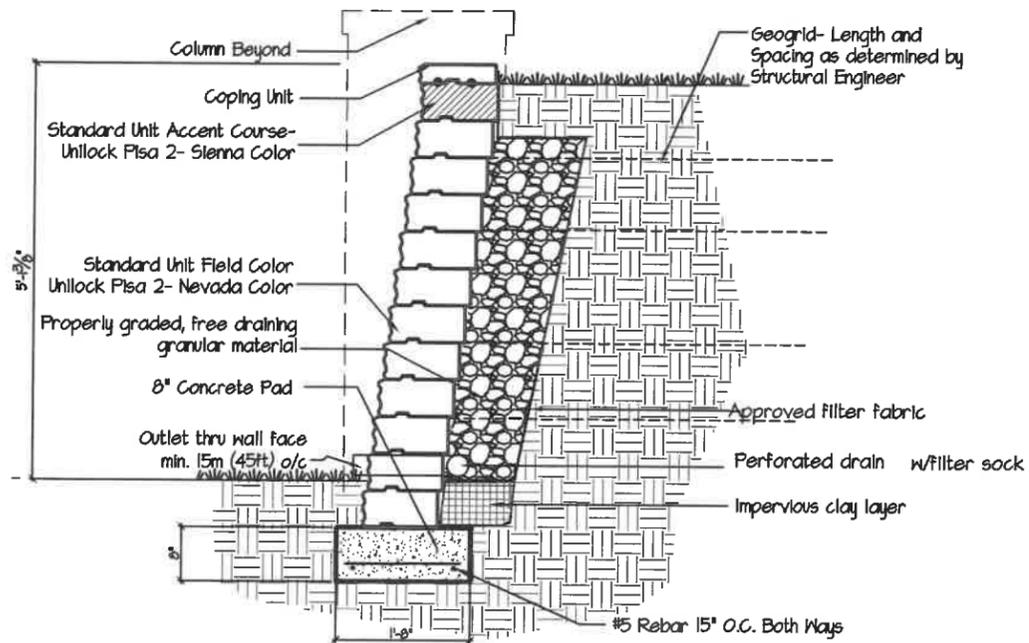
**UTILITY NOTE:**  
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

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Phone: (515) 276-0467 Fax: (515) 276-0217  
Established 1959  
Civil Engineering & Land Surveying

**21WDM  
SITE IMPROVEMENT PLAN  
SWPPP**

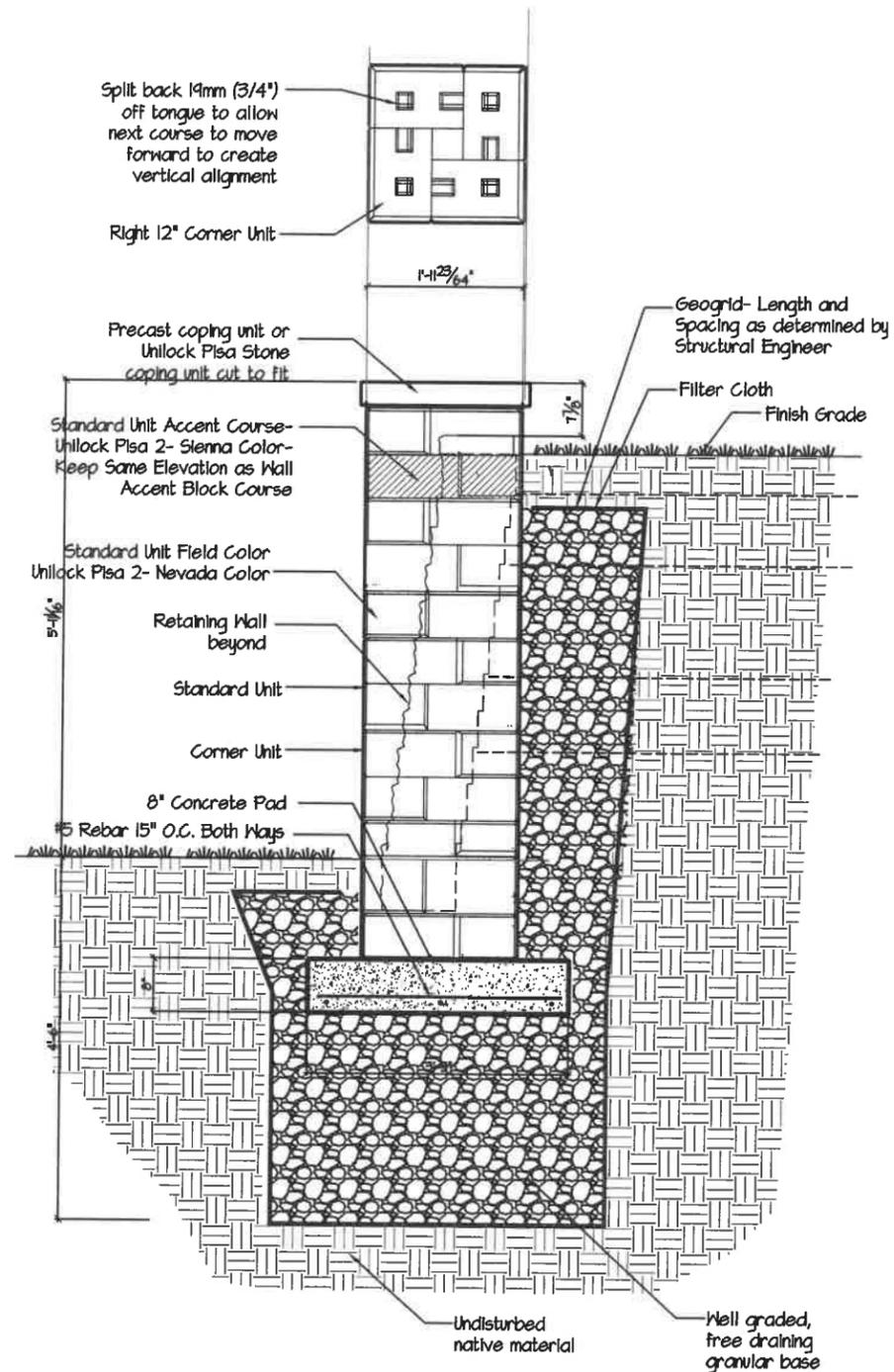
REFERENCE NUMBER:  
DRAWN BY:  
BGA  
CHECKED BY:  
D88  
REVISION DATE:  
2021-04-23 CITY SUBMITTAL  
2021-06-04 CITY SUBMITTAL  
2021-07-23 CITY SUBMITTAL  
2021-09-08 CITY SUBMITTAL  
2021-10-07 BID SET  
PROJECT NUMBER:  
**200656**  
SHEET NUMBER:  
**C7.1**

10/18/2021 3:48:41 PM L:\LAND PROJECTS\2020\200656\DWG\C7 SWPPP.DWG



## RETAINING WALL SECTION

SCALE: 1/2"=1'-0"



## WALL COLUMN SECTION

SCALE: 1/2"=1'-0"

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-089**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code, the applicant, Jordan Creek Associates, LLC, represented by John Lassaux, Director of Development CRG Residential, with consent on file from the existing property owners of 7450, 7520, 7550 and 7580 Ashworth Road and 950 and 970 Jordan Creek Parkway, request approval of the Site Plan for the approximately 10-acre property generally located at the southwest corner of Jordan Creek Parkway and Ashworth Road as depicted on the location map included in the staff report. With approval of this action the City is consenting as a current property owner to the Site Plan. The applicant requests approval of the Site Plan and associated site improvements; and

**WHEREAS**, the Site Plan request complies with the findings stated in the applicable provisions of Title 9, the Comprehensive Plan and City Code.

**NOW THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends the City Council approve the Site Plan (SP-005148-2021), subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on October 25, 2021.



Erica Andersen, Chair  
Plan and Zoning Commission

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 on October 25, 2021, by the following vote:

AYES: Andersen, Costa, Davis, Drake, Hatfield

NAYS:

ABSTENTIONS:

ABSENT: Conlin, Crowley

ATTEST:

  
Recording Secretary

Prepared by: Karen Marren, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa  
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 OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A SITE PLAN TO ALLOW CONSTRUCTION OF A MIXED-USE BUILDING**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Jordan Creek Associates, LLC, represented by John Lassaux, Director of Development CRG Residential, with consent on file from the existing property owners of 7450, 7520, 7550 and 7580 Ashworth Road and 950 and 970 Jordan Creek Parkway, requests approval of 21 WDM Site Plan for that property generally located at the southwest corner of Jordan Creek Parkway and Ashworth Road and legally described in attached Exhibit 'B' for the purpose of constructing a mixed-use building consisting of a 15,000sf restaurant, 8,000sf of commercial space, and 199 multifamily residential units with an internal parking structure and associated site improvements; 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**, the Site Plan complies with findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8, the Comprehensive Plan and City Code.

**WHEREAS**, on October 25, 2021, the Plan and Zoning Commission recommended to the City Council, by a 5-0 vote, for approval of the Site Plan; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the application for the Site Plan; and

**WHEREAS**, the City Council is assigning an address of 950 Jordan Creek Parkway for the development; and

**WHEREAS**, with approval of this action the City is consenting as a current property owner to the Site Plan.

**NOW, THEREFORE**, The City Council does approve the 21 WDM Site Plan (SP-005148-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, 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 November 1, 2021.

---

Steven K. Gaer, Mayor

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on November 1, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. Execution of all required Sanitary Sewer Easements prior to issuance of any building permit for the project.
2. Execution of an Ingress/Egress Easement for the East/West Private Street prior to issuance of any building permit for the project.
3. Execution of all required Water Easements prior to issuance of any building permit for the project.
4. Execution of the Parkland Dedication Agreement prior to issuance of any building permit for the project.
5. Execution of the Storm Water Management Facility Maintenance Easement and Agreement prior to issuance of any building permit for the project.
6. Acquisition of city property (Lot 3 in Village on Jordan Creek Parkway Plat 1) prior to issuance of any building permit for the project.
7. Transfer of ownership and an executed Lot Tie Agreement(s) for all properties within the project boundary prior to issuance of any building permit for the project.
8. City Council granting a waiver of the minimum parking stall dimensions for the parking structure to reduce the overall required stall dimension from 19 feet in length to 18 feet in length.
9. Proof of payment to MidAmerican for the streetlights along the east side of 76<sup>th</sup> Street for the development site prior to issuance of any building permit for the project.

**Exhibit B: Legal Description**

LOT 1 AND LOT 3 OF THE VILLAGE ON JORDAN CREEK PARKWAY PLAT 1, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA

AND

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11 IN TOWNSHIP 78 NORTH, OF RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, THENCE SOUTH 45 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 580 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 300 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 146 FEET; THENCE NORTH 300 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 146 FEET TO THE PLACE OF BEGINNING; EXCEPT PART TAKEN FOR ROAD.

AND

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, THENCE SOUTH 45 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF THE SAID SECTION 433 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 300 FEET, THENCE SOUTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 147 FEET, THENCE NORTH 300 FEET, THENCE NORTHEASTERLY PARALLEL WITH THE NORTH LINE SAID SECTION, 147 FEET TO THE PLACE OF BEGINNING, EXCEPT LAND DEEDED TO THE CITY WEST DES MOINES IN BOOK 2001, PAGE 13369.

AND

THE WEST 150 FEET OF THE EAST 433 FEET OF THE SOUTH 300 FEET OF THE NORTH 345 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF WEST DES MOINES IN WARRANTY DEED IN BOOK 2001, PAGE 16371.

AND

THE SOUTH 150 FEET OF THE NORTH 195 FEET OF THE EAST 283 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF WEST DES MOINES IN WARRANTY DEED RECORDED IN BOOK 2001, PAGE 11203 AND QUIT CLAIM DEED RECORDED IN BOOK 2001, PAGE 12444.

AND

SOUTH 150 FEET OF THE NORTH 345 FEET OF THE EAST 283 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 IN TOWNSHIP 78 NORTH OF RANGE 26 WEST OF THE 5TH CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, EXCEPT THE EAST 82.50 FEET THEREOF.

**CITY OF WEST DES MOINES  
STAFF REPORT COMMUNICATION**

**Meeting Date:** November 1, 2021

**ITEM:** Scooter's Coffee, 4520 University Avenue – Approve Major Modification to Site Plan to allow construction of a Scooter's Coffee kiosk – Shoppes at Three Fountains, L.C. – MaM-005308-2021

**Resolution: Approval of Major Modification to Site Plan**

**Background:** Brad Freeman with Olsson, on behalf of the applicant, ARC Holdings, LLC, and property owner, Shoppes at Three Fountains, L.C., requests approval of a Major Modification to Site Plan for the approximately 12-acre Three Fountains Commercial property generally located between 4502 and 4570 University Avenue. The applicant proposes to construct an approximately 560 square foot Scooter's Coffee kiosk building with a drive-thru, associated parking area and site improvements in the parking lot on the north side of the Barnes & Noble building.

**Staff Review & Comment:**

- **Financial Impact:** There are no financial impacts to the City anticipated with this request other than staff time needed for processing applications and permits and inspections.
- **History:** On October 4, 2021, the City Council approved an amendment to the Three Fountains Commercial PUD Ordinance which governs development of this site to allow the Scooter's Coffee kiosk to be located on the site as requested.
- **Key Development Aspects:**
  1. **Drive-Through Uses:** City Code requires 11 vehicle queuing spaces with 5 designated for the ordering station for drive through uses. The drive-through queuing length was amended in the Three Fountains Commercial PUD for establishments with less than 1,000 square feet of gross floor area serving only beverages via the drive through. For these establishments, a total of 9 vehicle queuing spaces (4 of which are required to be designated for the ordering station) shall be required. This reduction in the number of vehicles to be accommodated within the queue lane shall only be permitted if an associated traffic study indicates no anticipated impact to adjoining public streets or a main vehicle drive aisle within the development. The traffic study that was prepared for the Scooter's Coffee kiosk stated that the proposed site will meet this requirement.
  2. **Building Setback:** The Scooters Coffee kiosk building is proposed to be constructed in front of the Barnes & Noble building on this site in place of the free-standing ATM. The proposed location of the building did not meet the original PUD required 120' building setback from University Avenue. The Scooters building is proposed to be setback 50' from the front property line along University Avenue, which is in line with the existing PUD setback requirement of 50' along 50<sup>th</sup> Street and Corporate Drive which also border the PUD. The PUD was amended to allow the reduced 50' building setback for the proposed kiosk building.
- **Traffic Impact Study Findings:** A traffic study was completed for the proposed Scooter's Coffee kiosk drive-thru site. The amount of vehicle stacking as proposed (9 vehicles or approximately 190 feet) is expected to be adequate during typical weekday mornings, based on data of other coffee shops observed by City Engineering Services staff.

- Vesting of Entitlement: Per City Code, entitlement (approval to construct or implement) shall remain in effect so long as substantial site work has progressed beyond grading and completion of structural foundations and twenty-five percent (25%) of the total building area has occurred above grade within twenty-four (24) months of the effective date of the approval, unless a greater time period is authorized at time of the original entitlement, or by approval of an extension of the original entitlement. It is the responsibility of the developer to be aware of this deadline and request an extension of the approval prior to the expiration date.

**Outstanding Issues:** There are no outstanding issues.

**Plan and Zoning Commission Action:**

Date: October 25, 2021  
 Vote: 4-0 for approval, with Commissioners Crowley and Conlin absent and Commissioner Davis abstaining due to a potential conflict of interest  
 Recommendation: Approval of Major Modification to Site Plan

**Recommendation:** Approve the Major Modification to Site Plan request, subject to the applicant meeting all City Code requirements.

**Lead Staff Member: Brian Portz**

**Approval Meeting Dates:**

Plan and Zoning Commission	October 25, 2021
City Council	November 1, 2021

**Staff Report Reviews:**

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>JP</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	n/a
Date(s) of Mailed Notices	n/a

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning
Date Reviewed	6/7/21
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY – APPROVED PLANS ON FILE WITH THE CITY

# SCOOTER'S COFFEE KIOSK

4520 UNIVERSITY AVENUE  
IN WEST DES MOINES, POLK COUNTY, IOWA 50266

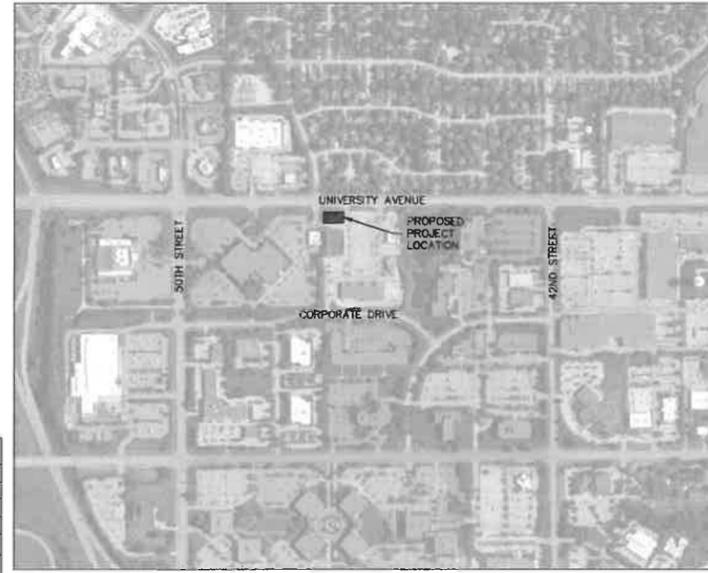
PROJECT TEAM & UTILITY CONTACT LIST	
<b>OWNER</b> R&R REALTY GROUP 1080 JORDAN CREEK PKWY, SUITE 200 N WEST DES MOINES, IA 50266 CONTACT: JEREMY SHEPHERD, P.E. PHONE: 515.223.4500 EMAIL: SHEPHERD.JEREMY@RRREALTY.COM	<b>UTILITY SERVICE NUMBERS</b> <b>WATER</b> NAME: WEST DES MOINES WATER WORKS CONTACT: WILLIAM WASUCE PHONE: 515.222.3510 <b>WASTE WATER</b> NAME: CITY OF WEST DES MOINES CONTACT: MIKE COUGHLON PHONE: 515.222.3538 <b>NATURAL GAS &amp; ELECTRIC</b> NAME: MIDAMERICAN CONTACT: CRAIG RANFELD PHONE: 515.252.6632 <b>FIBER OPTIC</b> NAME: FIBER PATH WEST, LLC CONTACT: LUKE ANDERSON PHONE: 515.223.4500
<b>ENGINEER</b> OLSSON 1717 INGERSOLL AVE, SUITE 111 DES MOINES, IA 50309 CONTACT: BRAD FREEMAN, P.E. PHONE: 515.867.2755 EMAIL: bfreeman@olsson.com	
<b>SURVEY</b> OLSSON 1717 INGERSOLL AVE, SUITE 111 DES MOINES, IA 50309 CONTACT: SCOTT CATRON, P.L.S. PHONE: 515.867.2769 EMAIL: scatron@olsson.com	

**PROPERTY DESCRIPTION**  
WARRANTY DEED BOOK 8275 PAGE 99  
LOT 2, THREE FOUNTAINS PLAT NO. 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

CITY OF WEST DES MOINES VERTICAL CONTROL NETWORK		
BENCHMARK	015	073
NAVD88 (FT)	972.37	944.92
WDM DATUM (FT)	198.36	170.91
NAD83 NORTHING	583168.8	583155.3
NAD83 EASTING	1561072.9	1562200.6
SECTION	06	06
TOWNSHIP	T78N	T78N
RANGE	R25W	T25W
COUNTY	POLK	POLK
DESCRIPTION	STANDARD BENCHMARK	STANDARD BENCHMARK
LOCATION	INTERSECTION OF 59TH PLACE AND UNIVERSITY AVENUE, SOUTHEAST CORNER OF INTERSECTION, 3 FEET NORTH OF SOUTH RIGHT-OF-WAY LINE, 147 EAST OF CENTERLINE OF 59TH PLACE	INTERSECTION OF WEST LAKES PARKWAY AND UNIVERSITY AVENUE, SOUTHEAST CORNER OF INTERSECTION, 58.5 FEET EAST OF CENTERLINE OF WEST LAKES PARKWAY, 73.0 FEET SOUTH OF CENTERLINE OF UNIVERSITY AVENUE

**GENERAL NOTES:**

- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE, AND FEDERAL APPLICABLE LAWS AND REGULATIONS.
- ALL WORK AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, THE CITY OF WEST DES MOINES STANDARD SPECIFICATIONS, PLANS AND DETAILS SHOWN HEREIN, AND THE 2020 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS). IN THE CASE OF A CONFLICT BETWEEN VARYING SPECIFICATIONS, THE MOST STRINGENT SHALL APPLY.
- THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) SIGNED COPY OF THE PLANS, STANDARDS, AND SPECIFICATIONS AS APPROVED BY THE APPROPRIATE GOVERNING AGENCY AND OWNER. THE CONTRACTOR SHALL NOT CHANGE OR DEVIATE FROM THESE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER, ENGINEER, AND GOVERNING AGENCY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL JOB SITE SAFETY ON THE PROJECT. THIS SHALL INCLUDE THE SAFETY OF HIS OWN PERSONNEL, SUBCONTRACTORS, ALL VISITORS TO THE SITE, AND THE GENERAL PUBLIC. ALL JOB SITE SAFETY SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS AND CODES, AND ENSURE COMPLIANCE INCLUDING, BUT NOT LIMITED TO, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- THE CONTRACTOR SHALL CONTACT IOWA ONE-CALL AT #811 OR 800-292-8989 A MINIMUM OF 48 HOURS (EXCLUDING WEEKENDS AND HOLIDAYS) IN ADVANCE OF ANY EXCAVATION.
- THE LOCATIONS OF EXISTING UTILITIES AND STRUCTURES SHOWN ON THE PLANS ARE APPROXIMATE AND HAVE BEEN SHOWN FROM AVAILABLE SURVEYS AND/OR RECORDS. THERE MAY BE ADDITIONAL UTILITIES PRESENT, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE, EXACT LOCATION/SIZE, ADEQUATELY PROTECT/SUPPORT, AND TO AVOID DAMAGE THERE TO. THE CONTRACTOR SHALL INCLUDE, AT NO ADDITIONAL COST, ANY POT-HOLING OR EXPLORATORY EXCAVATIONS NECESSARY TO LOCATE EXISTING UTILITIES. UTILITIES SHALL BE LOCATED SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY DUE TO ACTUAL LOCATION OF EXISTING FACILITIES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE GOVERNING AGENCY AND/OR THE UTILITY OWNER.
- ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE INDICATED IN THE PLANS, AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY ERRORS OR INCONSISTENCIES SHOWN IN THE PLANS AND/OR SPECIFICATIONS. DO NOT SCALE DRAWINGS - USE ONLY DIMENSIONS PROVIDED ON THESE PLANS.
- ALL ESTIMATES OF QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES, AND SHALL PROVIDE ALL WORK AND MATERIALS NECESSARY TO CONSTRUCT THE PROJECT IN ITS ENTIRETY.
- CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS NOT DESIGNATED FOR REMOVAL AND THOSE IMPROVEMENTS THAT ARE OUTSIDE THE LIMITS OF THE PROPOSED CONSTRUCTION. CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGE THERE TO AND SHALL PROVIDE TEMPORARY FENCING, BARRICADES, SUPPORTS, RESTRAINTS, AND/OR BRACING WHERE REQUIRED TO PROTECT EXISTING IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPAIRED AND/OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
- ALL GRADING AND CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO THE OWNER'S PROPERTY, PUBLIC RIGHT-OF-WAY, PERMANENT EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NOT OBTAINED BY THE OWNER OR OWNER'S REPRESENTATIVES, AND PAY ALL FEES AS REQUIRED BY THE CONSTRUCTION COVERED IN THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE APPROPRIATE GOVERNING AGENCIES AND LOCAL FIRE DEPARTMENT OF ALL STREET CLOSURES AND EXISTING FIRE HYDRANTS/FIRE SUPPRESSION TAKEN OUT OF SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY AND SHALL PROPERLY PROTECT AND BARRICADE THE CONSTRUCTION SITE UNTIL CONSTRUCTION IS COMPLETE. STORAGE, LOSS DUE TO THEFT, OR VANDALISM OF MATERIALS AND EQUIPMENT (SECURED OR UNSECURED) WILL BE SOLELY AT THE CONTRACTOR'S EXPENSE.

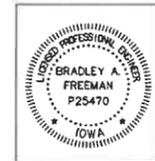


VICINITY MAP  
SCALE: 1" = 800'

SHEET LIST	
NUMBER	TITLE
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	EROSION CONTROL PLAN
C6.0	STORM MANAGEMENT PLAN
C7.0	CONSTRUCTION DETAILS
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE DETAILS & NOTES

SITE DATA	
PROPOSED USE	COFFEE KIOSK
REQUIRED PARKING	10 SPACES/1,000 GFA X (561 GFA) = 6 SPACES
PROPOSED PARKING	6 SPACES
EXISTING LOT AREA	531,718 SF / 12.21 ACRE
EXISTING IMPERVIOUS AREA	9,724 SF (80.8%)
EXISTING PERVIOUS AREA	2,316 SF (19.2%)
TOTAL DISTURBED AREA	12,040 SF / 0.28 ACRE
PROPOSED GROSS FLOOR AREA	561 SF
PAVEMENT/PARKING/SIDEWALK AREA	5,927 SF
TOTAL IMPERVIOUS AREA / (% OF DISTURBED AREA)	6,488 SF / (53.9%)
TOTAL PERVIOUS AREA / (% OF DISTURBED AREA)	5,552 SF / (46.1%)
EXISTING/PROPOSED LAND USE	SUPPORT COMMERCIAL (SC) (NO CHANGE)
PLANNED UNIT DEVELOPMENT (PUD)	THREE FOUNTAINS COMMERCIAL
EXISTING/PROPOSED ZONING	PUD - BUSINESS & COMMERCIAL (NO CHANGE)
EXISTING BUILDING SETBACK	120' FROM UNIVERSITY AVENUE ULTIMATE R.O.W.
PROPOSED BUILDING SETBACK	50' FROM UNIVERSITY AVENUE ULTIMATE R.O.W.

- TEMPORARY POWER, TELEPHONE, AND WATER FOR THE SITE IS THE CONTRACTOR'S RESPONSIBILITY UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL REFER TO OTHER DRAWINGS ISSUED BY ARCHITECT, STRUCTURAL, ELECTRICAL, AND MECHANICAL ENGINEERS. ENSURE COORDINATION OF EXACT LOCATION AND DIMENSIONS OF BUILDINGS, EXITS, RAMPS, UTILITY ENTRANCE LOCATIONS AND GRADES AROUND THE BUILDING. IMMEDIATELY NOTIFY ENGINEER AND ARCHITECT OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL NECESSARY TO COMPLETE THE WORK. ALL TRAFFIC CONTROL DEVICES AND METHODS OF CONTROLLING TRAFFIC THROUGH CONSTRUCTION ZONES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD, AND ALL REVISIONS THERETO INCLUDING LOCAL AND STATE SUPPLEMENTS. ADDITIONAL WORK IN THE RIGHT-OF-WAY OR TRAFFIC CONTROL PERMITS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- IF UNANTICIPATED HAZARDOUS MATERIALS OF ANY KIND ARE ENCOUNTERED IN THE WORK, THE CONTRACTOR SHALL IMMEDIATELY CEASE ALL CONSTRUCTION OPERATIONS AND NOTIFY THE OWNER AND/OR OWNER'S REPRESENTATIVE FOR FURTHER DIRECTION.
- ALL DEBRIS RESULTING FROM CONSTRUCTION AND DEMOLITION SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY AND LEGALLY.
- DURING DEMOLITION OPERATIONS, THE CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES USING MEANS OF THEIR CHOICE.
- THE CONTRACTOR SHALL CONTINUOUSLY PROVIDE ADEQUATE STORMWATER MANAGEMENT IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN. THE CONTRACTOR(S) MUST ADHERE TO GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES AT ALL TIMES. GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES FOCUS ON KEEPING THE WORK SITE CLEAN AND ORDERLY WHILE HANDLING MATERIALS AND WASTE IN A MANNER THAT ELIMINATES THE POTENTIAL FOR POLLUTANT RUNOFF.
- IN ORDER TO ATTAIN FINAL CERTIFICATION OF OCCUPANCY APPROVAL, DOCUMENTATION WILL BE REQUIRED FROM THE GENERAL CONTRACTOR VIA THE GRADING CONTRACTOR/SOIL EROSION CONTROL CONTRACTOR/OR THE PROJECT CIVIL ENGINEER THAT THE PROJECT MEETS THE CURRENT TOPSOIL PRESERVATION REQUIREMENTS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR).
- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENT, AND/OR ANY CONNECTION TO PUBLIC SEWER AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARDS CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC RIGHT R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE CITY OF WEST DES MOINES ENGINEERING SERVICES (515-222-3475) TO SCHEDULE ANY REQUIRED INSPECTIONS. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
- ANY CHANGES TO THE PLANS SHALL BE APPROVED IN WRITING BY THE CITY OF WEST DES MOINES. CONTRACTOR IS RESPONSIBLE FOR ANY CHANGES MADE WITHOUT CITY APPROVAL.
- THE CONTRACTOR SHALL PROTECT STORM SEWERS AND DRAINAGE WAYS FROM ALLOWING CONCRETE SLURRY FROM CONCRETE OPERATIONS TO DISCHARGE OFF-SITE.
- APPROVED ACCESS WITHIN 100-FEET OF ALL SIDES OF THE BUILDING SHALL BE PROVIDED AS SOON AS CONSTRUCTION OF THE BUILDING STARTS. THE APPARATUS ROAD SHALL COMPLY WITH THE REQUIREMENTS OF THE ADAPTED IFC SECTION #502.2 AND SHALL EXTEND TO WITHIN 100-FEET OF ALL EXTERIOR WALLS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- COORDINATE STAGING AND TRAFFIC CONTROL WITH WDM EMERGENCY SERVICES.
- LANE CLOSURE NOTICES MUST BE SUBMITTED TO WEST DES MOINES PUBLIC SERVICES (515-222-3480) FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.  
SIGNATURE: *Bradley A. Freeman* 10/19/2021  
NAME: BRADLEY A. FREEMAN DATE  
LICENSE NUMBER P25470  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS: C0.0 - C8.0



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Suite 111  
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TEL: 515.331.6517

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1	08.14.2021	CITY COMMENTS
2	08.14.2021	CITY COMMENTS
3	10.13.2021	CITY COMMENTS

2021

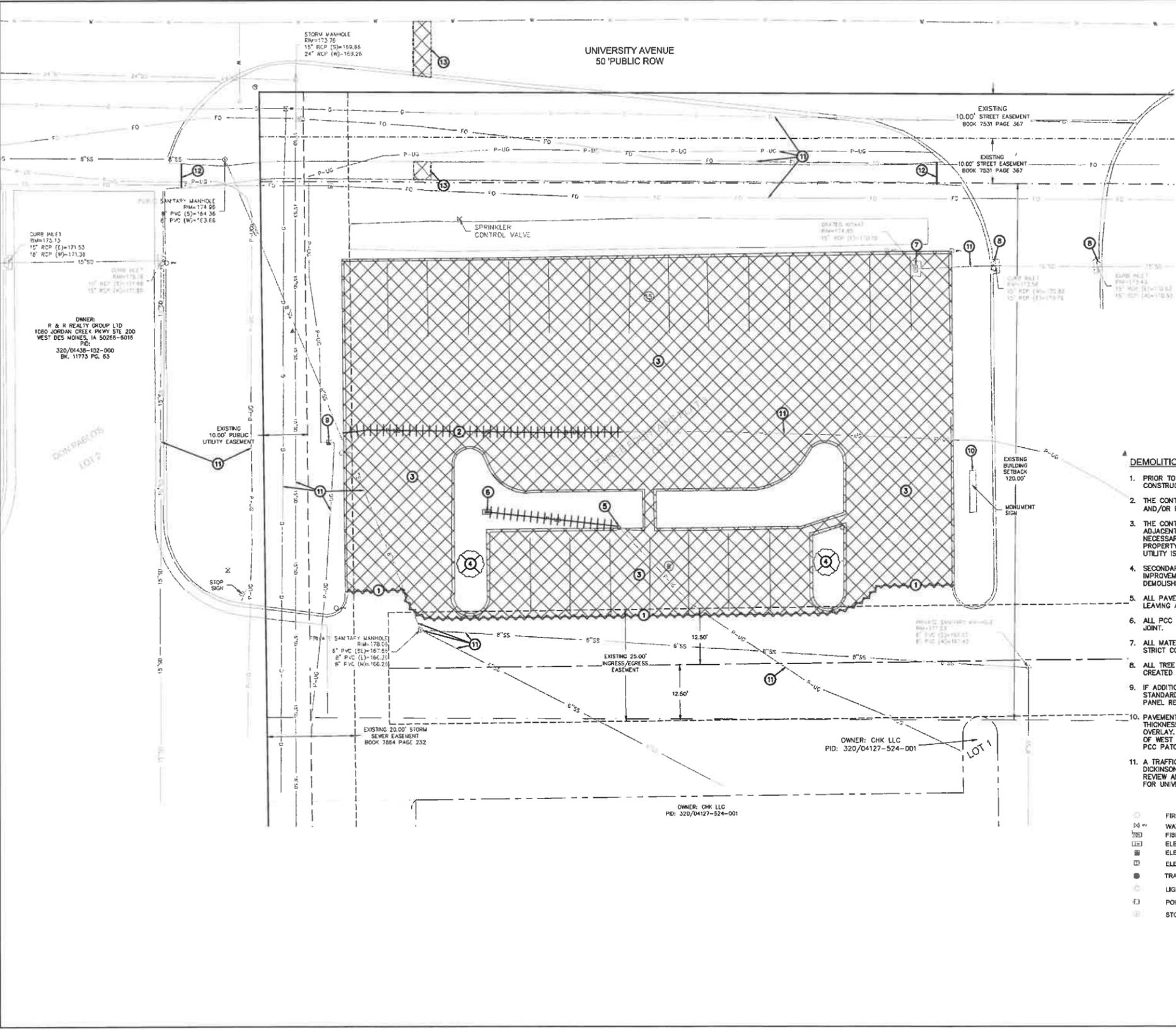
COVER SHEET  
SCOOTER'S COFFEE  
CONSTRUCTION DOCUMENTS

WEST DES MOINES, IOWA

SHEET  
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- DEMOLITION KEYNOTES/LEGEND**
- ① SAWCUT CLEAN EDGE OF CONCRETE PAVING AND REMOVE EXISTING PAVEMENT
  - ② REMOVE EXISTING UNDERGROUND ELECTRIC. FIELD VERIFY ROUTING AND NOTIFY UTILITY PROVIDER AND AFFECTED PROPERTIES BEFORE REMOVAL. TO BE REROUTED PER UTILITY PLAN C4.0
  - ③ REMOVE PCC PAVEMENT
  - ④ REMOVE TREE
  - ⑤ SALVAGE LIGHT POLE AND MOVE TO NEW LOCATION (SEE SITE PLAN C2.0)
  - ⑥ REMOVE EXISTING ATM
  - ⑦ PROTECT EXISTING AREA INLET
  - ⑧ PROTECT CURB INLET
  - ⑨ PROTECT EXISTING ELECTRICAL TRANSFORMER (RAISE PAD PER GRADING PLAN C3.0)
  - ⑩ PROTECT EXISTING SIGN
  - ⑪ PROTECT EXISTING UTILITIES
  - ⑫ INSTALL SIDEWALK CLOSURE SIGN PRIOR TO SIDEWALK REMOVAL FOR WATER SERVICE
  - ⑬ PUBLIC PAVEMENT REMOVAL LIMITS. CONTACT CITY OF WEST DES MOINES ENGINEERING SERVICES FOR UNIVERSITY AVENUE LANE CLOSURE PERMIT.

- DEMOLITION PLAN NOTES**
1. PRIOR TO ANY DEMOLITION EROSION CONTROL MEASURES AND CONSTRUCTION FENCING SHALL BE INSTALLED.
  2. THE CONTRACTOR SHALL COORDINATE ALL ITEMS TO BE SALVAGED AND/OR PROTECTED WITH SITE OWNER AND UTILITY OWNERS.
  3. THE CONTRACTOR SHALL NOT INTERRUPT ANY UTILITY SERVICES TO ANY ADJACENT PROPERTIES. SHOULD ANY INTERRUPTIONS BECOME NECESSARY, THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY AND UTILITY OWNER AND MINIMIZE THE LENGTH OF TIME THE UTILITY IS INTERRUPTED TO THE GREATEST EXTENT POSSIBLE.
  4. SECONDARY WIRING, SERVICES, IRRIGATION AND OTHER MINOR SITE IMPROVEMENTS THAT ARE NOT TO REMAIN IN SERVICE ARE TO BE DEMOLISHED AND REMOVED.
  5. ALL PAVEMENT SAWCUTS ARE TO BE MADE IN STRAIGHT, CLEAN LINES LEAVING A CLEAN AND STABLE EDGE AT FULL PAVEMENT DEPTH.
  6. ALL PCC PAVEMENT AND ALL CURB SHALL BE REMOVED TO NEAREST JOINT.
  7. ALL MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN STRICT CONFORMANCE WITH LOCAL CODES AND ORDINANCES.
  8. ALL TREE REMOVAL SHALL INCLUDE STUMPS AND ROOTS. DEPRESSIONS CREATED SHALL BE FILLED TO PROVIDE DRAINAGE.
  9. IF ADDITIONAL PAVEMENT REMOVAL IS REQUIRED OTHER THAN A STANDARD BOX OUT, FULL PANEL REMOVAL WILL BE REQUIRED. NO HALF PANEL REMOVAL WILL BE ALLOWED.
  10. PAVEMENT REPLACEMENT FOR CITY STREET WILL MATCH EXISTING PCC THICKNESS PLUS ONE INCH. MATCH EXISTING HMA THICKNESS FOR OVERLAY. PCC PATCH WILL NEED TO BE REINFORCED. VERIFY WITH CITY OF WEST DES MOINES ENGINEERING SERVICES PRIOR TO PLACING THE PCC PATCH WITH HMA.
  11. A TRAFFIC CONTROL PLAN WILL NEED TO BE PROVIDED TO JIM DICKINSON—CITY OF WEST DES MOINES ENGINEERING SERVICES FOR REVIEW AND APPROVAL PRIOR TO OBTAINING A LAND CLOSURE PERMIT FOR UNIVERSITY AVENUE.

**LEGEND**

○	FIRE HYDRANT	⊙	SANITARY MANHOLE SIGN
⊙	WATER VALVE	⊙	BOLLARD
⊙	FIBER OPTIC VAULT	⊙	SPRINKLER HEAD
⊙	ELECTRIC METER	⊙	DECIDUOUS TREE
⊙	ELECTRIC TRANSFORMER	⊙	FOUND MONUMENT (TYPE AS NOTED)
⊙	ELECTRIC BOX	⊙	SET 1/2" REBAR W/ PINK PLASTIC CAP #22232
⊙	TRAFFIC SIGNAL MANHOLE	⊙	SECTION CORNER (TYPE AS NOTED)
⊙	LIGHT POLE		
⊙	POWER POLE		
⊙	STORM MANHOLE		
---	BOUNDARY		
---	PROPERTY LINE		
---	SECTION LINE		
---	EASEMENT LINE		
---	RIGHT-OF-WAY LINE		
---	CENTERLINE		
---	CURB AND GUTTER		
---	STORM SEWER		
---	SANITARY SEWER		
---	WATER MAIN FROM MAP		
---	UNDERGROUND POWER		
---	FIBER OPTIC		

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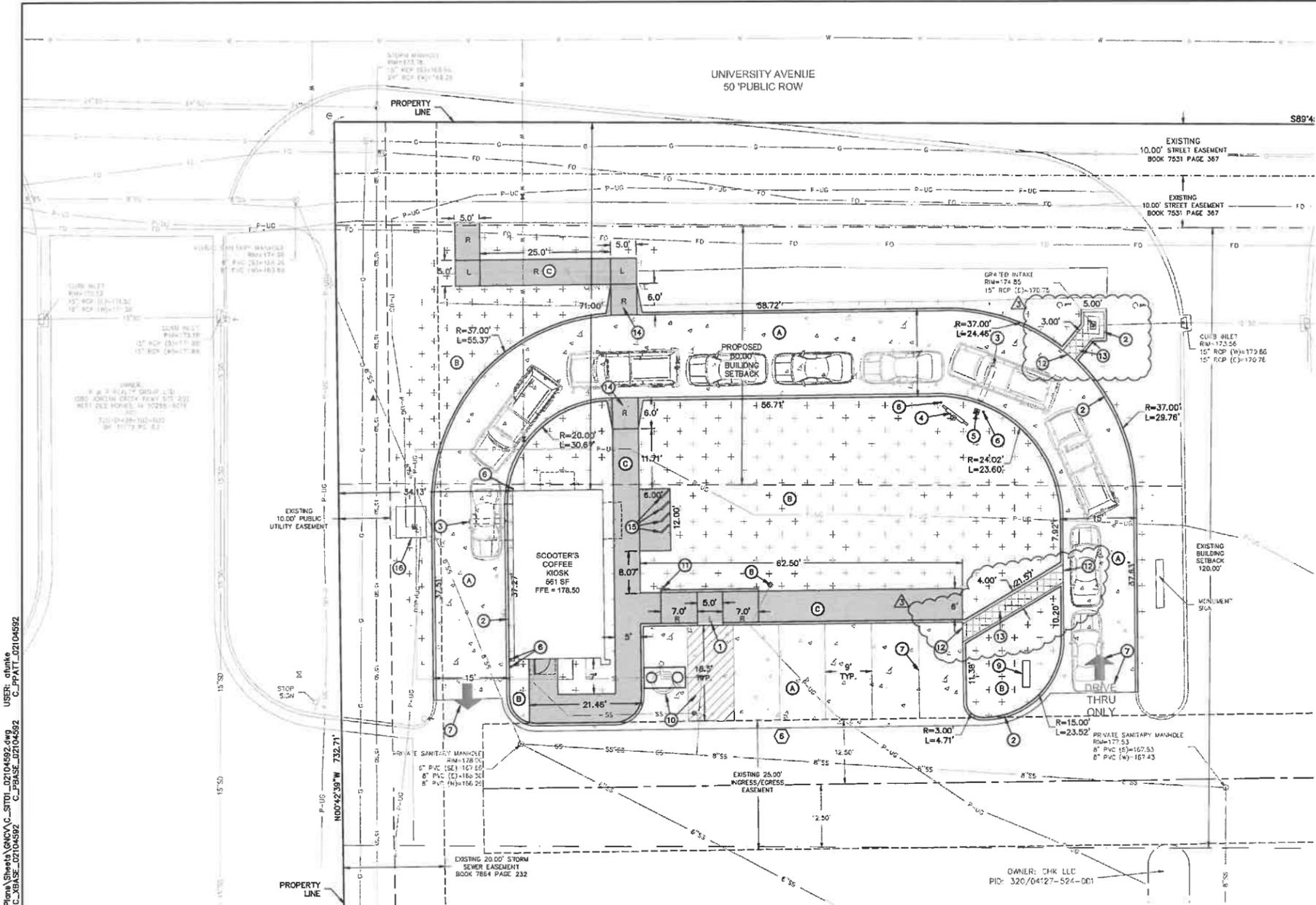
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EXISTING CONDITIONS AND DEMOLITION PLAN  
 SCOOTER'S COFFEE  
 CONSTRUCTION DOCUMENTS

WEST DES MOINES, IOWA

drawn by: ALE  
 checked by: BAC  
 approved by: BAC  
 CADD by: BAC  
 project no.: 221-04582  
 drawing no.: C-DEM01-02104582  
 date: 08.06.2021

SHEET  
 C1.0



**SITE PLAN LEGEND**

- (A)** PROPOSED CONCRETE PAVEMENT (REF: DETAIL SHEET C7.0)
- (B)** PROPOSED LANDSCAPE AREA, KENTUCKY BLUEGRASS SOD (REF: SHEET L1.0 FOR ADDITIONAL INFORMATION)
- (C)** PROPOSED CONCRETE SIDEWALK (REF: DETAIL SHEET C7.0)
- (D)** PROPOSED CONCRETE FLUME (REF: DETAIL SHEET C7.0)
- (E)** PARKING STALL COUNT
- R** ADA RAMP
- L** ADA LANDING

**KEYNOTES:**

- (1)** PROPOSED IN-LINE ADA RAMP (REF: DETAIL SHEET C7.0)
- (2)** STANDARD CURB (REF: DETAIL SHEET C7.0)
- (3)** LOOP SENSOR (REF: ARCH PLANS)
- (4)** MENU BOARD (REF: ARCH PLANS)
- (5)** SPEAKER POST (REF: ARCH PLANS)
- (6)** BOLLARD (REF: DETAIL SHEET C7.0)
- (7)** YELLOW PAINTED PAVEMENT MARKING (CONFORM TO MUTCD LATEST VERSION)
- (8)** PROPOSED LOCATION FOR SALVAGED LIGHT POLE
- (9)** DIRECTIONAL SIGN (REF: ARCH PLANS)
- (10)** ADA PAVEMENT MARKING (REF: DETAIL SHEET C7.0)
- (11)** ADA PARKING SIGN (REF: DETAIL SHEET C7.0)
- (12)** CURB CUT (REF: DETAIL SHEET C7.0)
- (13)** CONCRETE FLUME (REF: DETAIL SHEET C7.0)
- (14)** PROPOSED PERPENDICULAR ADA CURB RAMPS (REF: DETAIL SHEET C7.0)
- (15)** BIKE RACK (REF: DETAIL SHEET C7.0)
- (16)** PROPOSED ELECTRICAL TRANSFORMER PAD (6'x6')

**SITE PLAN NOTES**

1. ALL PAVEMENT DIMENSIONS ARE TO BACK OF CURB, OR EDGE OF PAVEMENT WHERE NO CURB IS PRESENT, UNLESS OTHERWISE NOTED. DIMENSIONED TIES BETWEEN PROPERTY LINES AND BUILDING FACES OR PAVEMENT ARE AS INDICATED. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ANY ADJUSTMENTS NECESSARY FOR FOUNDATIONS, BEDDING EXTENSIONS, SURCHARGING, ETC.
2. INSTALLED PAVEMENT SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT TO PROVIDE SMOOTH SURFACE TRANSITIONS. INSTALLED CURB & GUTTER SHALL MATCH EXISTING CURB & GUTTER IN SIZE AND TYPE OR CONTRACTOR SHALL INCLUDE A TRANSITION FROM NEW TO EXISTING OF NO LESS THAN 5' AS MEASURED ALONG BACK OF CURB.
3. ALL ASPHALT PAVING SHALL BE IN CONFORMANCE WITH ALL LOCAL CODES AND ORDINANCES AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, WHERE NOT COVERED BY THE ABOVE. ASPHALT PAVING SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF IOWA DEPARTMENT OF TRANSPORTATION.
4. ALL PCC PAVING SHALL BE IN CONFORMANCE WITH LOCAL CODES AND ORDINANCES AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, WHERE NOT COVERED BY THE ABOVE. PCC PAVING SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF IOWA DEPARTMENT OF TRANSPORTATION.
5. CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS FOLLOWS (REFER TO HARDSCAPE PLANS FOR SPECIFIC TREATMENT OF THESE AREAS):
  - A. CONTROL JOINTS SPACED AS SHOWN IN THESE PLANS OR AT INTERVALS NOT GREATER THAN 1.5x PANEL WIDTH OR 12 FEET (WHICHEVER IS SMALLER).
  - B. CONTROL JOINTS SHALL BE TOOLED OR SAWCUT TO 1/4 THE SLAB THICKNESS. LOCAL STANDARDS AND SPECIFICATIONS SHALL TAKE PRECEDENCE WHERE MORE STRICT THAN THOSE LISTED HERE.

- C. CONSTRUCTION JOINTS PLACED AT THE END OF EACH POUR AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 30 MINUTES OR MORE.
  - D. ISOLATION JOINTS PLACED WHERE THE PAVEMENT ABUTS THE BUILDING, DRAINAGE STRUCTURES AND OTHER FIXED STRUCTURES, CONSTRUCTED WITH A 1/2" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD, AND WITH A THICKENED EDGE, INCREASED BY 20 PERCENT, TAPERED TO THE REGULAR THICKNESS IN 5 FEET.
  - E. ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL.
6. ACCESSIBLE PARKING
    - A. STALLS SHALL BE SIGNED WITH CITY/ADA APPROVED SIGN AND CONSTRUCTED IN STRICT ACCORDANCE WITH CITY/ADA CODES AND ORDINANCES.
    - B. ACCESSIBLE PARKING STALLS SHALL NOT EXCEED 2.00 PERCENT IN ANY DIRECTION. ACCESSIBLE SIDEWALKS HAVE A MAXIMUM CROSS SLOPE OF 2 PERCENT AND A MAXIMUM LONGITUDINAL SLOPE OF 5 PERCENT.
    - C. STALLS SHALL BE MARKED BY THE INTERNATIONAL HANDICAPPED SYMBOL AT INDICATED PARKING SPACES. USE A SUITABLE TEMPLATE THAT WILL PROVIDE A PAVEMENT MARKING WITH SHARP EDGES AND ENDS.
  7. PAVEMENT MARKINGS SHALL NOT BE APPLIED UNTIL LAYOUT, COLORS AND PLACEMENT HAVE BEEN VERIFIED WITH THE ARCHITECT AND ENGINEER. THE INSTALLED PAVEMENT IS ALLOWED TO AGE AS RECOMMENDED BY THE MANUFACTURER (MINIMUM OF 24 HOURS), AND THE PAVEMENT SURFACE HAS BEEN SWEEP AND CLEANED.
  8. PAVEMENT MARKINGS SHALL INCLUDE TRAFFIC LANES, PARKING BAYS, AREAS RESTRICTED TO HANDICAPPED PERSONS, CROSSWALKS, AND OTHER DETAIL PAVEMENT MARKINGS SHOWN IN THESE PLANS.
  9. ALL PARKING LOT STRIPING SHALL BE SINGLE LINE 4" WIDE WHITE STRIPES UNLESS

- OTHERWISE INDICATED WITHIN THESE PLANS. ALL ROAD STRIPING SHALL BE AS INDICATED WITHIN THESE PLANS.
10. CURBS AT FIRE LANES AS DESIGNATIONS BY THE FIRE MARSHAL SHALL BE PAINTED OR OTHERWISE INDICATED PER CITY OF WEST DES MOINES AND ORDINANCES.
  11. PAINT FOR MARKING PAVEMENT SHALL CONFORM TO FEDERAL HIGHWAY MARKING STANDARDS (FHWS) AND WEST DES MOINES CODES AND ORDINANCES. USE FLAT BLACK, WHITE, OR YELLOW AS DIRECTED WITHIN PLANS OR IN CONFORMANCE WITH THE FHWS. UNLESS OTHERWISE SPECIFIED USE LATEX, WATER-BASE EMULSION, READY-MIXED, COMPLYING WITH FS 11-P-1952 WITH DRYING TIME OF LESS THAN 45 MINUTES.
  12. APPLY ALL MARKINGS USING APPROVED MECHANICAL EQUIPMENT (WITH PROVISIONS FOR CONSTANT AGITATION OF PAINT), CAPABLE OF APPLYING THE MARKING WIDTHS AS SHOWN AND A MINIMUM WET FILM THICKNESS OF 15 MILS. USE PNEUMATIC SPRAY GUNS FOR HAND APPLICATION OF PAINT. ALL PAINTING EQUIPMENT AND OPERATIONS SHALL BE UNDER THE CONTROL OF EXPERIENCED TECHNICIANS THOROUGHLY FAMILIAR WITH EQUIPMENT AND MATERIALS AND MARKING LAYOUTS.

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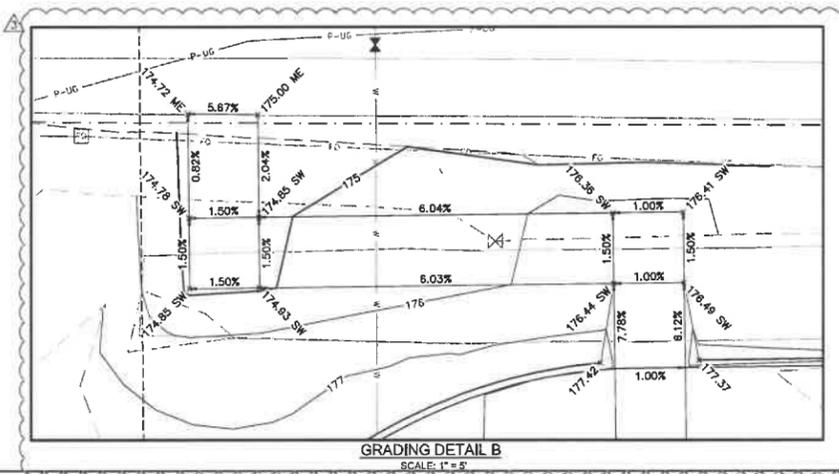
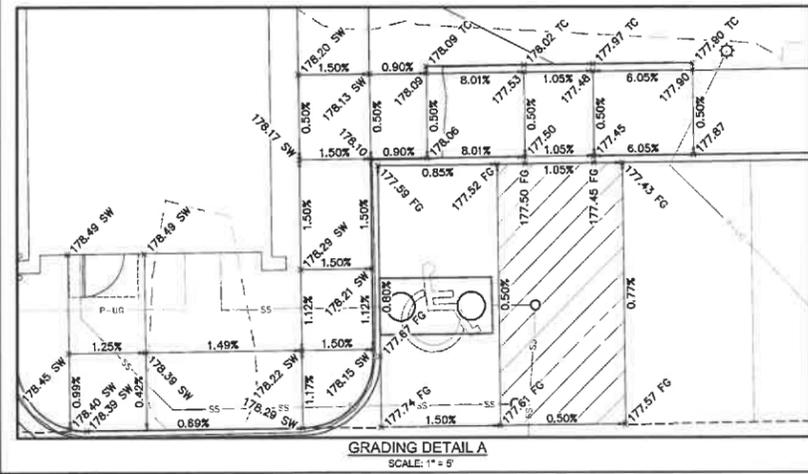
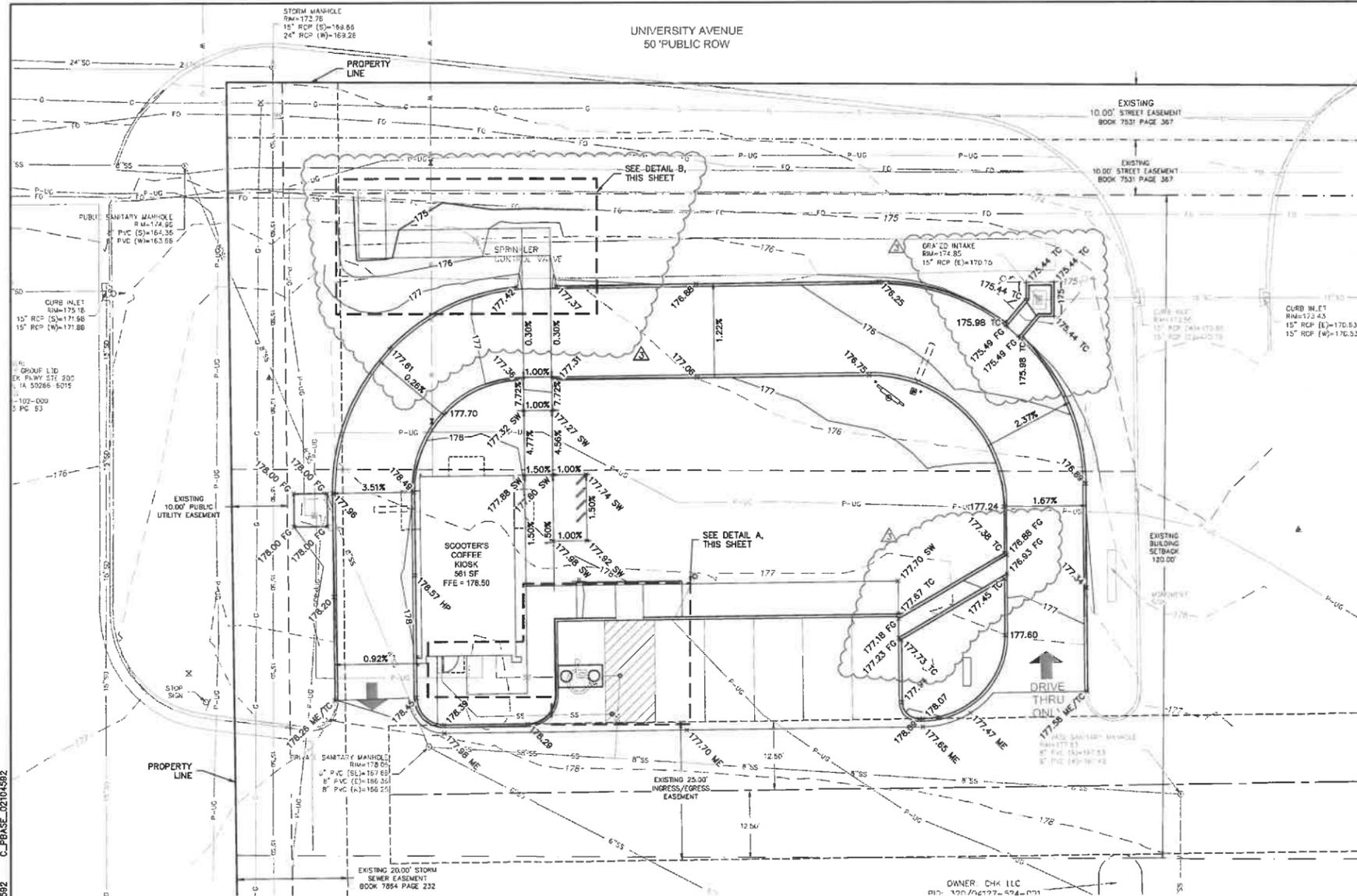
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1	08.14.2021	CITY COMMENTS
2	09.14.2021	CITY COMMENTS
3	09.13.2021	CITY COMMENTS

SITE PLAN  
 SCOOTER'S COFFEE  
 CONSTRUCTION DOCUMENTS  
 2021  
 WEST DES MOINES, IOWA

drawn by: ALZ  
 checked by: BAC  
 approved by: BAC  
 calc'd by: BAC  
 plotted on: 021-04592  
 drawing no.: C:\G101\_02104592  
 date: 08/19/2021

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**GRADING PLAN NOTES**

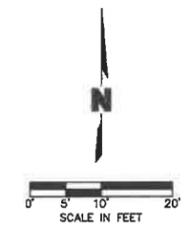
1. THE CONTOUR LINES, SPOT ELEVATIONS AND BUILDING FLOOR ELEVATIONS SHOWN ARE TO FINISH GRADE, SURFACE OF PAVEMENT, TOP OF CURBS, ETC. REFER TO TYPICAL SECTIONS FOR PAVING, SLAB AND AGGREGATE BASE THICKNESS TO DEDUCT PAVEMENT DEPTH FROM ELEVATIONS SHOWN.
2. THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN 1 FOOT VERTICAL IN 3 FEET HORIZONTAL.
3. THE CONTRACTOR SHALL GRADE LANDSCAPED AREAS TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND SIDEWALKS WHEN FINISH LANDSCAPE MATERIALS ARE IN PLACE.
4. SPOT ELEVATIONS ARE TO EDGE OF PAVEMENT, TOP OF CURB, OR FINISHED GRADE UNLESS OTHERWISE INDICATED. (SEE LEGEND)

**SPOT ELEVATION ABBREVIATIONS**

X.X	Y	SLOPE
TS		TOP OF STRUCTURE
FG		FINISHED GRADE
ME		MATCH EXISTING
SW		SIDEWALK
HP		HIGH POINT

**LEGEND**

---	EXISTING MAJOR CONTOUR
- - -	EXISTING MINOR CONTOUR
---	PROPOSED MAJOR CONTOUR
- - -	PROPOSED MINOR CONTOUR
---	PROPERTY LINE
---	PROPERTY BOUNDARY
---	RIGHT OF WAY LINE
---	SECTION LINE



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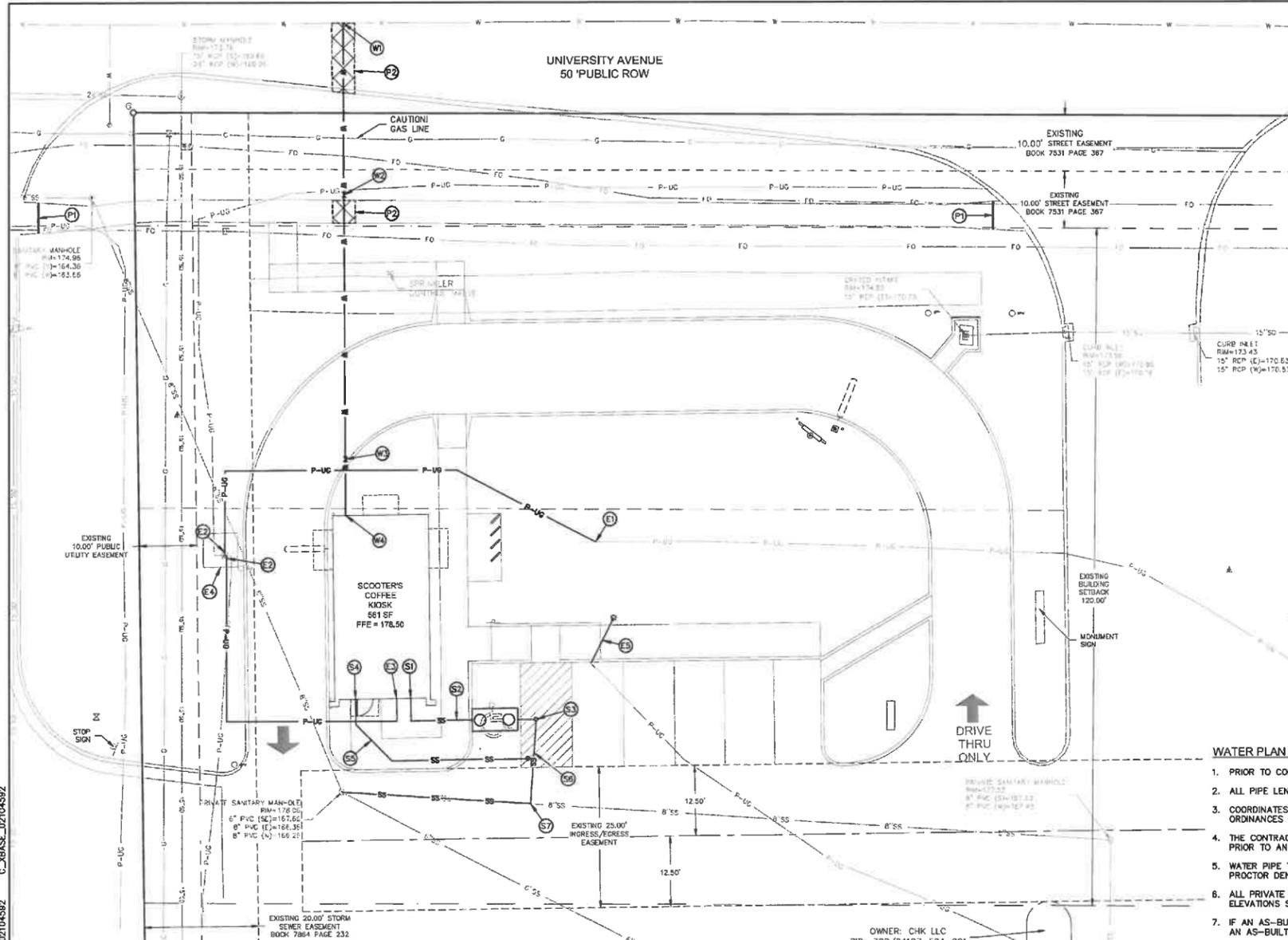
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GRADING PLAN  
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**PUBLIC WORK KEYNOTES**

- (P1) INSTALL SIDEWALK CLOSURE SIGN PRIOR TO SIDEWALK REMOVAL FOR WATER SERVICE CONNECTION.
- (P2) PUBLIC PAVEMENT REMOVAL LIMITS. CONTACT CITY OF WEST DES MOINES ENGINEERING SERVICES FOR UNIVERSITY AVENUE LANE CLOSURE PERMIT.

**SANITARY SEWER KEYNOTES**

- (S1) SANITARY SEWER LOCATION AT BUILDING CONNECTION, REFERENCE MEP PLANS FOR CONTINUATION INV. ELEVATION = 175.01
- (S2) INSTALL 15 LF OF 4" SCHEDULE 40 PVC PRIVATE SANITARY SEWER LINE @ 1.0% MIN. AND INSTALL 1,000 GALLON GREASE INTERCEPTOR, REFERENCE MEP PLANS. INV. ELEVATION IN = 174.71 INV. ELEVATION OUT = 174.71
- (S3) INSTALL 4" SANITARY SEWER CLEANOUT, SEE DETAIL ON SHEET C7.0, AND 6 LF OF 4" SCHEDULE 40 PVC PRIVATE SANITARY SEWER LINE @ 1.0% MIN. INV. ELEVATION = 174.69
- (S4) SANITARY SEWER LOCATION AT BUILDING CONNECTION, REFERENCE MEP PLANS FOR CONTINUATION INV. ELEVATION = 175.01
- (S5) INSTALL 39 LF OF 4" SCHEDULE 40 PVC PRIVATE SANITARY SEWER LINE @ 1.0% MIN. AND 4" SANITARY SEWER CLEANOUT, SEE DETAIL ON SHEET C7.0. INV. ELEVATION = 174.63
- (S6) INSTALL 4"x4"x4" TEE AND 8 LF RISER OF 4" SCHEDULE 40 PVC PRIVATE SANITARY SEWER LINE. INV. ELEVATION = 174.63
- (S7) CONNECT TO EXISTING SANITARY SEWER MAIN WITH SADDLE CONNECTION PER DES MOINES METRO WASTEWATER RELAXATION AUTHORITY. CONTRACTOR TO VERIFY EXISTING SANITARY MAIN INVERT AND NOTIFY ENGINEER OF ANY DISCREPANCIES. INV. ELEVATION = 166.62

**WATER KEYNOTES**

- (W1) CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE PER WEST DES MOINES WATER WORKS STANDARDS. CONTRACTOR TO VERIFY EXISTING WATER MAIN INVERT AND NOTIFY ENGINEER OF ANY DISCREPANCIES. SCHEDULE WATER MAIN TAP WITH WEST DES MOINES WATER WORKS DISTRIBUTION (515.222.3465).
- (W2) INSTALL 30 LF OF 1-1/2" PRIVATE WATER LINE AND INSTALL 1-1/2" CURB STOP 1' NORTH FROM PUBLIC SIDEWALK PER WEST DES MOINES WATER WORKS STANDARDS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- (W3) INSTALL 46 LF OF 1-1/2" PRIVATE WATER LINE AND INSTALL 1-1/2" CURB STOP WITH CURB BOX SLEEVE 10' FROM THE BUILDING PER WEST DES MOINES WATER WORKS STANDARDS. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- (W4) INSTALL 10 LF OF 1-1/2" PRIVATE WATER LINE AND CONNECT TO BUILDING. NOTIFY ENGINEER OF ANY DISCREPANCIES. REFERENCE MEP PLANS FOR CONTINUATION.

**ELECTRICAL KEYNOTES**

- (E1) CONNECT TO EXISTING CONDUIT. INSTALL 84 LF OF PVC CONDUIT AROUND PROPOSED BUILDING. COORDINATE WITH UTILITY PROVIDER.
- (E2) CONNECT TO EXISTING POWER SOURCE PER UTILITY COMPANY STANDARDS AND SPECIFICATIONS. COORDINATE WITH UTILITY COMPANY BEFORE INSTALLING.
- (E3) INSTALL 80 LF OF PVC CONDUIT FOR PRIMARY ELECTRICAL SERVICE PER UTILITY COMPANY STANDARDS AND SPECIFICATIONS. COORDINATE WITH UTILITY COMPANY BEFORE INSTALLING.
- (E4) RAISE EXISTING ELECTRICAL TRANSFORMER PAD TO 178.00. NOTIFY UTILITY COMPANY AND EFFECTED PROPERTIES IF ELECTRICAL LINES NEED TO BE DISCONNECTED. RECONNECT ALL ELECTRICAL LINES AFTER RAISING PAD.
- (E5) INSTALL 7 LF OF PVC CONDUIT FOR SALVAGE LIGHT POLE NEW LOCATION. COORDINATE WITH UTILITY COMPANY BEFORE INSTALLING.

**WATER PLAN NOTES**

1. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH UTILITY OWNER
2. ALL PIPE LENGTHS ARE CALCULATED LINEARLY FROM CENTER OF FITTING OR WALL OF VAULT.
3. COORDINATES ARE PROVIDED ALONG PIPE CENTERLINE. ADDITIONAL COORDINATES PROVIDED ARE PER LOCAL CODES AND ORDINANCES OR AS AN AID WHEN ORIENTING INSTALLATIONS.
4. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF WATER.
5. WATER PIPE TRENCHES SHALL BE CONSTRUCTED SUCH THAT UNDISTURBED EXISTING SOIL OR FILL COMPACTED TO 95% PROCTOR DENSITY IS AT A DEPTH THAT IS 18" ABOVE TOP OF PROPOSED PIPE.
6. ALL PRIVATE WATER LINES SHALL BE A MINIMUM OF 48 INCHES AND MAXIMUM OF 60 INCHES BELOW THE FINISHED GRADE ELEVATIONS SHOWN HEREIN UNLESS OTHERWISE NOTED.
7. IF AN AS-BUILT OF A WATER LINE IS REQUIRED OR EXPECTED THE CONTRACTOR SHALL NOT BACKFILL THE TRENCH UNTIL AN AS-BUILT SURVEY IS CONDUCTED.
8. DISINFECTION AND PRESSURE TESTING OF WATER LINES SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR AND AS REQUIRED BY THE UTILITY OWNER.
9. ALL EXISTING FIRE HYDRANTS ON SITE OR IN THE RIGHT-OF-WAY BETWEEN PROPERTY AND ROADWAY SHALL BE REPAIRED PER LOCAL CODES AND ORDINANCES.
10. TRACING TAPE SHALL BE INSTALLED ALONG ALL NON-METALLIC SURFACES OR AS DIRECTED BY LOCAL CODES AND ORDINANCES.
11. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
12. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS (515.222.3465) AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
13. ANY WATER USE FROM A HYDRANT, PUBLIC OR PRIVATE, REQUIRES THE USE OF A WEST DES MOINES WATER WORKS HYDRANT METER. CALL 515.222.3465 TO RESERVE A METER
14. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISIONS.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297,54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515.222.3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
16. PAYMENT REPLACEMENT FOR QTY STREET WILL MATCH EXISTING PCC THICKNESS PLUS ONE INCH. MATCH EXISTING HMA THICKNESS FOR THE OVERLAY. PCC PATCH WILL NEED TO BE REINFORCED. VERIFY WITH ENGINEERING SERVICES PRIOR TO PLACING THE PCC PATCH WITH HMA.
17. A TRAFFIC CONTROL PLAN WILL NEED TO BE PROVIDED TO JIM DICKINSON - CITY OF WEST DES MOINES ENGINEERING SERVICES FOR REVIEW AND APPROVAL PRIOR TO OBTAINING A LANE CLOSURE PERMIT FOR UNIVERSITY AVENUE.
18. COORDINATE WORK WITH WEST DES MOINES WATER WORKS ENGINEERING TECHNICIAN TWO BUSINESS DAYS PRIOR NOTICE TO BEGINNING OF WORK (515.222.3465).

**LEGEND**

SS	PROPOSED SANITARY SEWER	---	EXISTING UNDERGROUND POWER LINE
W	PROPOSED WATER LINE	---	EXISTING FIBER OPTIC
P-UG	PROPOSED UNDERGROUND POWER LINE	---	EXISTING GAS LINE
COMV	EXISTING COMMUNICATION LINE	---	PROPERTY BOUNDARY
SS	EXISTING STORM SEWER	---	PROPERTY LINE
SS	EXISTING SANITARY SEWER	---	RIGHT OF WAY LINE
W	EXISTING WATER LINE	---	ROAD CENTER LINE
		---	SETBACK LINE

**SANITARY SEWER PLAN NOTES**

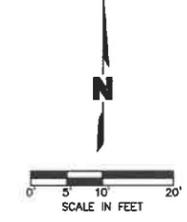
1. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH CITY OF WEST DES MOINES.
2. ALL PIPE LENGTHS ARE CALCULATED LINEARLY FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
3. COORDINATES ARE PROVIDED AT THE CENTER OF STRUCTURE. ADDITIONAL COORDINATES PROVIDED ARE PER LOCAL CODES AND ORDINANCES OR AS AN AID WHEN ORIENTING THE UD DURING INSTALLATION.
4. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF SANITARY SEWER.
5. SANITARY SEWER TRENCHES SHALL BE CONSTRUCTED SUCH THAT UNDISTURBED EXISTING SOIL OR FILL COMPACTED TO 95% PROCTOR DENSITY IS AT A DEPTH THAT IS 18" ABOVE TOP OF PROPOSED PIPE.
6. MANHOLE INVERT CHANNELS SHALL BE SMOOTH, CIRCULAR, AND CONFORMING TO 1/2 THE ADJACENT PIPE SECTION (INVERT TO CENTER). CHANGES IN DIRECTION OF FLOW SHALL BE MADE WITH A SMOOTH CURVE AND MAINTAIN SHAPE THROUGHOUT. CHANGES IN GRADE OF ADJACENT PIPES SHALL BE TRANSITIONED SMOOTHLY AND EVENLY THROUGH THE MANHOLE.
7. PIPE PENETRATIONS SHALL BE USE GASKETS TO ENSURE WATERTIGHT SEALS.
8. TRACING TAPE SHALL BE INSTALLED ALONG ALL NON-METALLIC SURFACES OR AS DIRECTED BY LOCAL CODES AND ORDINANCES.
9. SEWER LINE INSPECTIONS AND TESTING MUST BE SCHEDULED A MINIMUM OF TWO FULL BUSINESS DAYS IN ADVANCE. CONTRACTOR SHALL FURNISH ALL TESTING EQUIPMENT. TESTING SHALL INCLUDE  
 A. MANDREL TEST OF ALL GRAVITY SEWERS. IF THE MANDREL TEST FAILS ON ANY SECTION OF PIPE, THAT SECTION SHALL BE UNCOVERED AND REPLACED.  
 B. AIR PRESSURE TEST OF ALL GRAVITY SEWERS.  
 C. VACUUM TEST OF ALL MANHOLES.
10. GRAVITY SANITARY SEWER AND WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 10' HORIZONTALLY WHEN PARALLEL AND 2' VERTICALLY WHEN CROSSING. WATER LINES SHALL CROSS ABOVE SANITARY SEWERS.
11. ALL CONNECTIONS TO PUBLIC SEWERS SHALL BE CORE DRILLED.

**DRY UTILITY PLAN NOTES**

1. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH UTILITY OWNER.
2. ALL ON-SITE WIRING AND CABLES SHALL BE PLACED UNDERGROUND AND WITHIN CONDUIT UNLESS OTHERWISE SPECIFIED IN THESE PLANS. IF NOT SPECIFIED, ALL CONDUIT SHALL BE IN CONFORMANCE WITH UTILITY OWNER STANDARDS AND SPECIFICATIONS.
3. TELEPHONE AND COMMUNICATION SERVICE ROUTING AND CONDUITS, IF SHOWN AT ALL, ARE SUGGESTED ALIGNMENTS ONLY. CONTRACTOR SHALL COORDINATE INSTALLATION OF CONDUIT AS REQUIRED BY MEP AND RELATED PLANS AS WELL AS SERVICE PROVIDER PRIOR TO PAVEMENT INSTALLATION.
4. ALL CONDUIT SHALL BE SCHEDULE 40 PVC PIPE AND SIZED PER MEP PLANS OR AS NOTED. CONDUIT SHALL BE SUFFICIENTLY FLEXIBLE TO ALLOW IT TO CONFORM TO MINOR CHANGES IN TRENCH DIRECTION OR ELEVATION. ALL OTHER BENDS SHALL BE MADE USING PRE-FORMED SWEEPS.
5. CONTACT BUILDING INSPECTION (515.222.3830) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.

**IRRIGATION NOTES**

1. CONTRACTOR SHALL COORDINATE IRRIGATION RESTORATION WITH THE LANDLORD/PROPERTY OWNER. NEW PRODUCTS/MATERIALS SHALL MATCH EXISTING IRRIGATION SYSTEM.



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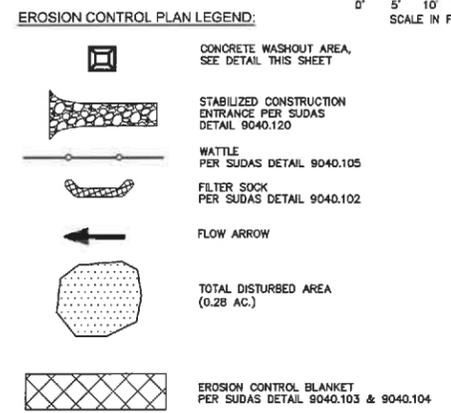
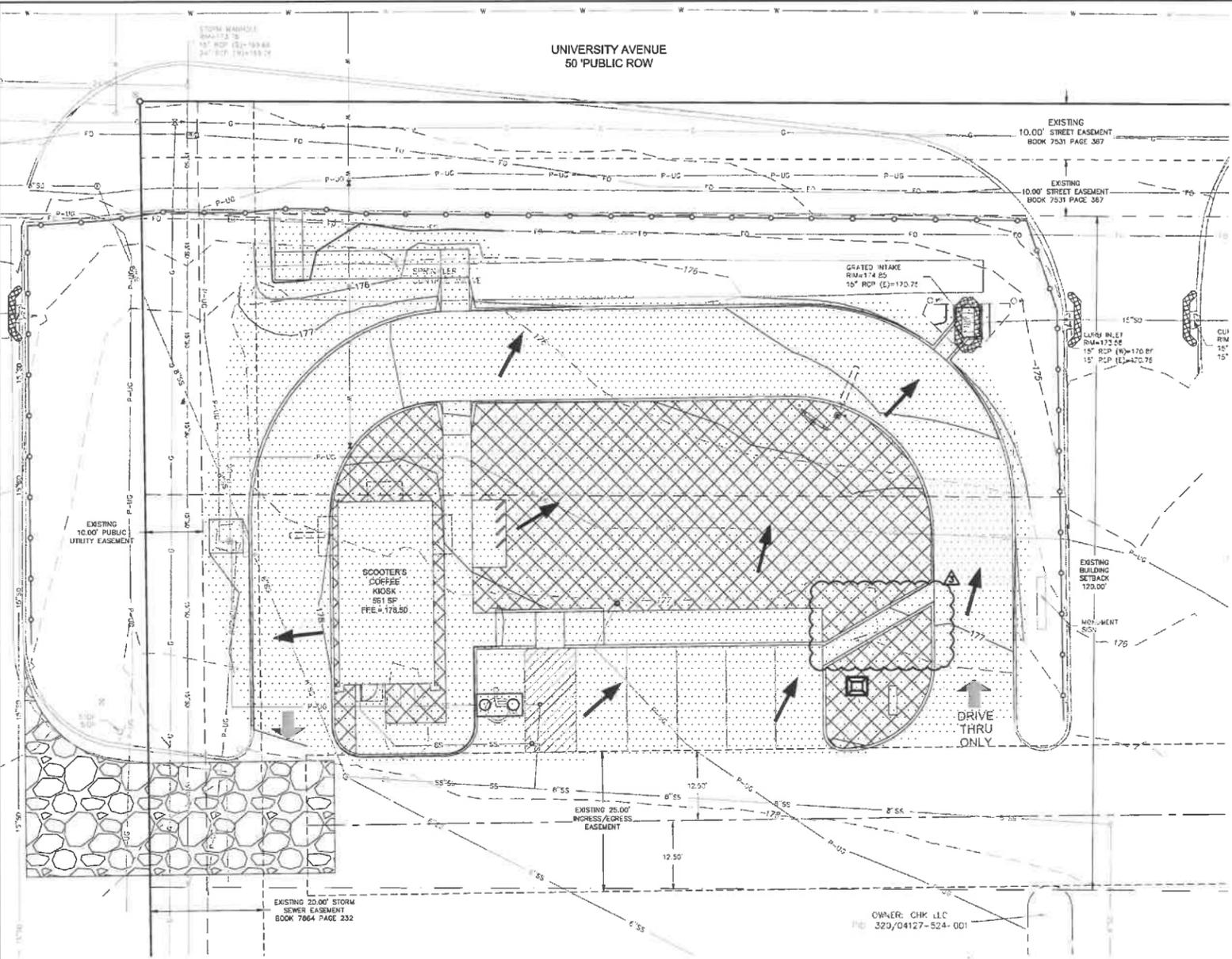
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WEST DES MOINES, IOWA

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client by:	BBB
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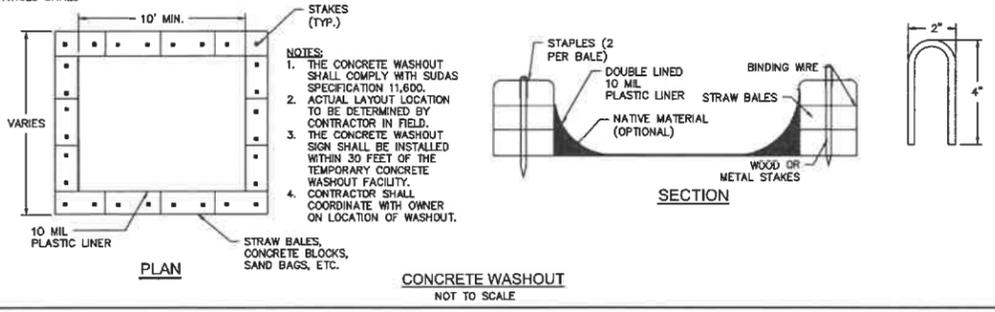
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- EROSION & SEDIMENT CONTROL NOTES**
- THIS PROJECT DOES NOT REQUIRE AN NPDES GENERAL PERMIT NO. 2 FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR).
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PUBLIC STREETS, ACCESS ROUTES, AND WATERWAYS IN THE VICINITY OF THE JOB SITE CLEAN AND FREE OF ROCKS, SOIL AND DEBRIS.
  - THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL "BEST MANAGEMENT PRACTICES" (BMPs) PRIOR TO ANY SITE PREPARATION WORK (E.G., CLEARING, GRUBBING, DEMOLITION, OR EXCAVATION).
  - THE PLACEMENT OF EROSION AND SEDIMENT CONTROL BMPs SHALL BE IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL PLAN PREPARED FOR THE PROJECT. CONTRACTOR TO ADJUST QUANTITY, LOCATION, AND TYPE OF EROSION AND SEDIMENT CONTROL BMPs AS NECESSARY FOR THE VARIOUS PHASES OF THE WORK AND AS ACTUAL CONDITIONS WARRANT. CONTRACTOR SHALL CONTINUOUSLY MODIFY THE EROSION AND SEDIMENT CONTROL PLAN WITH CURRENT BMPs IN ACCORDANCE WITH THE CONSTRUCTION STORMWATER PERMIT REQUIREMENTS. ADDITIONAL EROSION AND SEDIMENT CONTROL BMPs EMPLOYED BY THE CONTRACTOR AT HIS DISCRETION WILL NOT BE MEASURED OR PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
  - APPROVED EROSION AND SEDIMENT CONTROL BMPs SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THIS PROJECT. UNLESS OTHERWISE REQUIRED BY THE STATE'S CONSTRUCTION STORMWATER PERMIT, AT A MINIMUM THE CONTRACTOR SHALL INSPECT ALL BMPs EVERY 14 DAYS, AND AFTER ALL SIGNIFICANT PRECIPITATION EVENTS I.E. RAINFALL, SNOWMELT. ALL NECESSARY MAINTENANCE AND REPAIR ACTIVITIES SHALL BE COMPLETED WITHIN TWENTY-FOUR (24) HOURS AFTER DIRECTION BY THE INSPECTOR. ACCUMULATED SEDIMENT AND CONSTRUCTION DEBRIS SHALL BE REMOVED WEEKLY FROM ALL BMPs, OR AT ANY TIME THAT SEDIMENT OR CONSTRUCTION DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMPs.
  - TOPSOIL AND SUITABLE EARTHEN MATERIALS SHALL BE SEGREGATED AND STOCKPILED WITHIN THE LIMITS OF CONSTRUCTION FOR USE ON AREAS TO BE FILLED AND RE-VEGETATED. ANY AND ALL STOCKPILES SHALL BE PLACED IN AN APPROVED LOCATION AND PROTECTED FROM EROSION ELEMENTS USING MEASURES SPECIFIED IN THE EROSION/SEDIMENT CONTROL PLAN AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
  - SOILS THAT WILL BE STOCKPILED FOR MORE THAN THIRTY (30) DAYS SHALL BE MULCHED AND SEEDED WITH A TEMPORARY OR PERMANENT GRASS COVER WITHIN FOURTEEN (14) DAYS OF STOCKPILE CONSTRUCTION.
  - ANY SETTLEMENT OR SOIL ACCUMULATIONS BEYOND THE LIMITS OF CONSTRUCTION DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, PROPERTIES, ETC. RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
  - A WATER SOURCE MUST BE AVAILABLE ON SITE DURING EARTHWORK OPERATIONS AND UTILIZED AS REQUIRED TO MINIMIZE DUST FROM EARTHWORK EQUIPMENT AND WIND AND FOR MEETING COMPACTION REQUIREMENTS.
  - THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING SEDIMENT, CONSTRUCTION DEBRIS, AND TRENCH BACKFILL MATERIALS FROM ENTERING THE STORM SEWER SYSTEM.
  - ALL SPILLS INCLUDING, BUT NOT LIMITED TO, PETROLEUM PRODUCTS, SOLVENTS, AND CEMENT SHALL BE CLEANED UP IMMEDIATELY. THE LOCAL CITY/COUNTY AND STATE'S GOVERNING AUTHORITY SHALL BE NOTIFIED IMMEDIATELY.
  - THE CONTRACTOR SHALL ENSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THE SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF-WAY. ALL MATERIAL EXPORTED FROM THE SITE SHALL BE DISPOSED OF AT A SITE PERMITTED TO ACCEPT SUCH MATERIAL.
  - THE USE OF REBAR, STEEL STAKES OR STEEL FENCE POSTS FOR STAKING DOWN STRAW OR HAY BALES, OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE, IS PROHIBITED.
  - THE CLEANING OF CONCRETE DELIVERY TRUCK CHUTES IS RESTRICTED TO APPROVED LOCATIONS ON THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED. ALL CONCRETE WASTE SHALL BE PROPERLY CLEANED UP AND DISPOSED OF AT AN APPROPRIATE LOCATION.
  - THE CONTRACTOR SHALL CLEAN OUT ALL EXISTING AND PROPOSED INLETS, PIPES AND MANHOLES OF DEBRIS AND SEDIMENTATION AT COMPLETION OF SITEMARK. THIS WORK SHALL BE DONE TO THE SATISFACTION OF THE OWNER AND LOCAL AUTHORITIES. ANY CONSTRUCTION DEBRIS OR MUD DROPPED INTO MANHOLES, INLETS, PIPES OR TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.
  - STABILIZATION WILL BE INITIALIZED BY THE 14TH DAY OF CONSTRUCTION IF AREA IS TO BE OPEN 21 DAYS.
  - TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT ON SEASONAL WEATHER CHANGES.
  - DO NOT DISTURB AN AREA UNTIL NECESSARY FOR CONSTRUCTION TO PROCEED.

- CONSTRUCTION AND EROSION CONTROL SCHEDULE**
- SILT FENCE SHALL BE INSTALLED IN THE PROPOSED LOCATIONS FOR PERIMETER CONTROL. INSTALL UPSTREAM DIVERSIONS, DOWN SLOPE AND SIDE SLOPE PERIMETER CONTROLS.
  - DEMO, CLEARING AND GRUBBING SHALL BE COMPLETED.
  - SITE GRADING SHALL BE COMPLETED AND FOLLOWED UP BY UTILITY AND PAVING CONSTRUCTION ALONG WITH REDISTRIBUTION OF STRIPINGS.
  - EROSION CONTROL SHALL BE INSPECTED AND MAINTAINED UNTIL FINAL GRADING, LANDSCAPING AND STABILIZATION IS ACHIEVED. ONCE FINAL STABILIZATION HAS BEEN ACHIEVED, SEDIMENT CONTROLS SHALL BE REMOVED.



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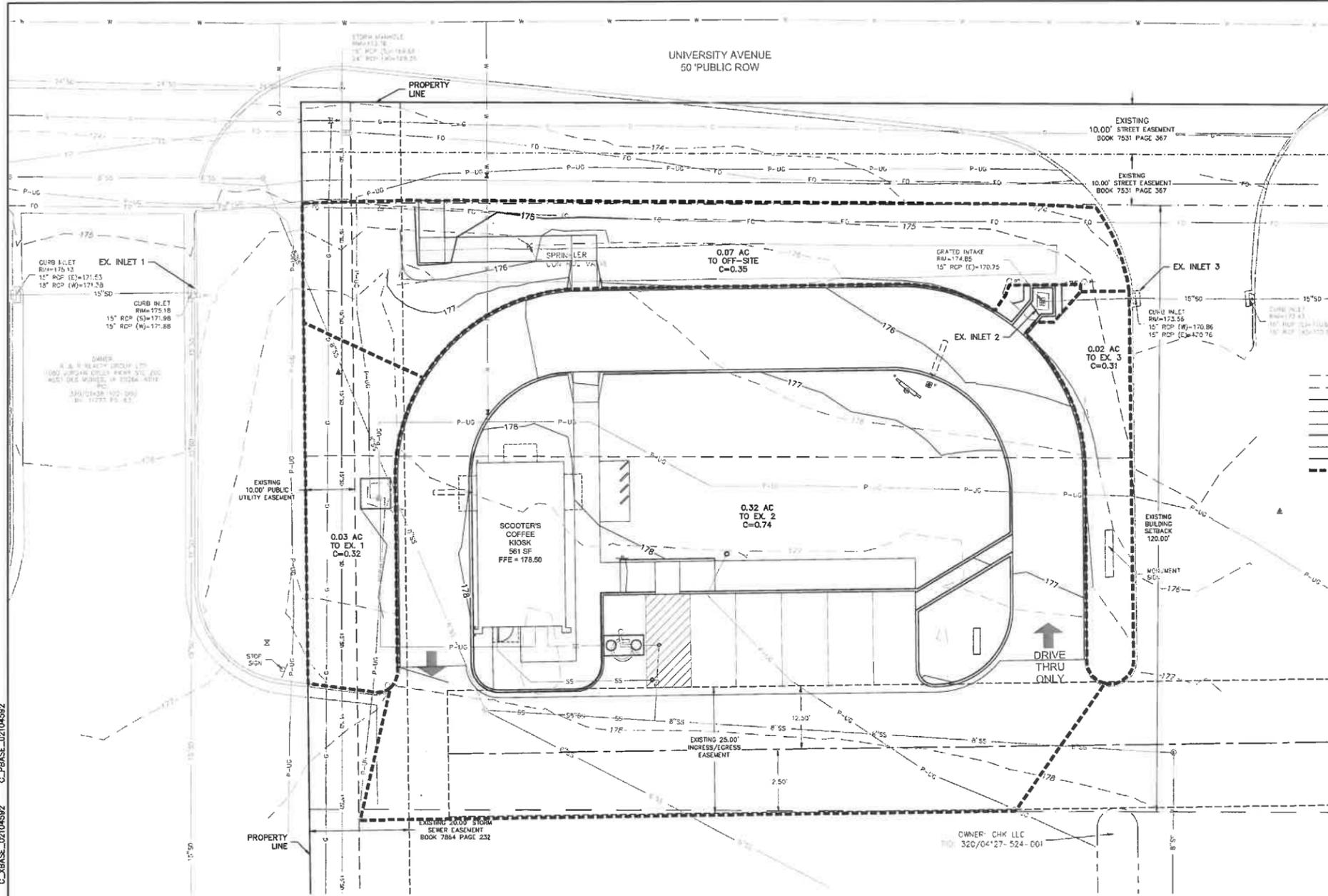
EROSION CONTROL PLAN  
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2021  
 WEST DES MOINES, IOWA

drawn by: ALE  
 checked by: BAF  
 approved by: BAF  
 CADC by: BAF  
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---		---	PROPERTY LINE
---		---	PROPERTY BOUNDARY
---		---	RIGHT OF WAY LINE
---		---	SECTION LINE
---		---	DRAINAGE BOUNDARY

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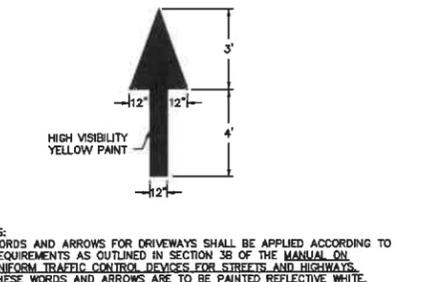
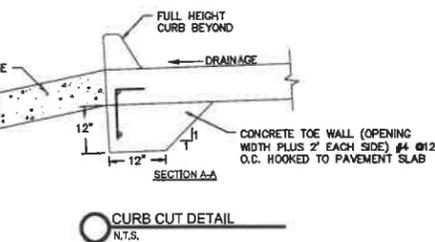
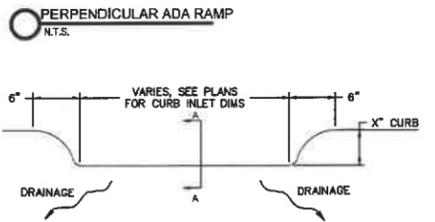
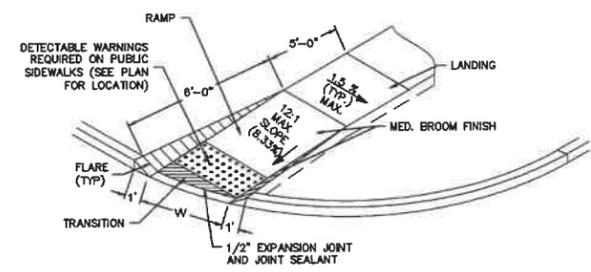
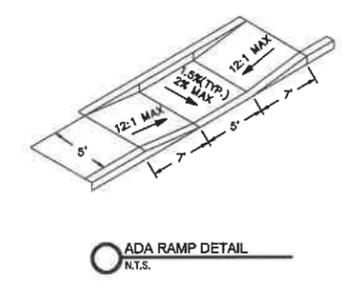
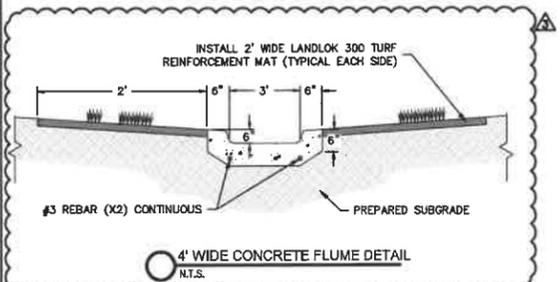
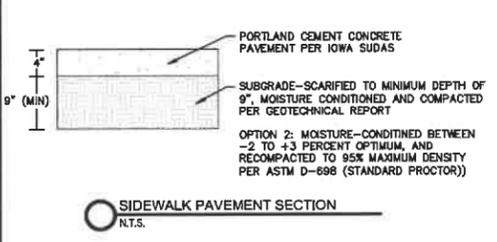
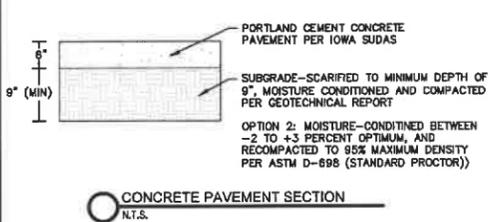
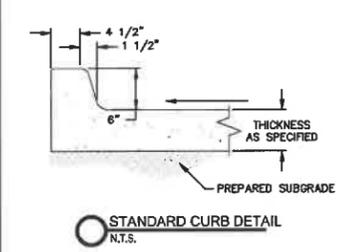
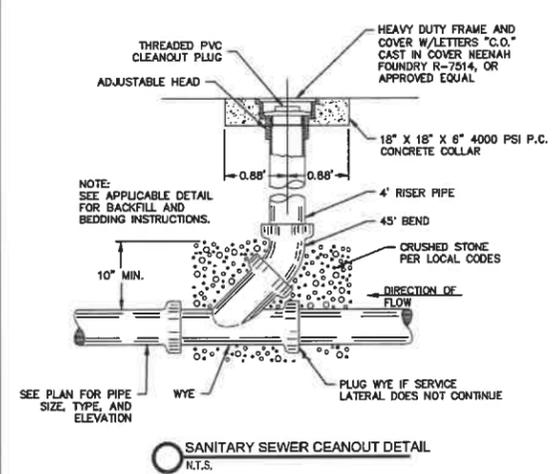
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1	08/14/2021	CITY COMMENTS
2	09/13/2021	CITY COMMENTS
3	09/13/2021	CITY COMMENTS

STORM MANAGEMENT PLAN		2021
SCOOTER'S COFFEE CONSTRUCTION DOCUMENTS		
WEST DES MOINES, IOWA		

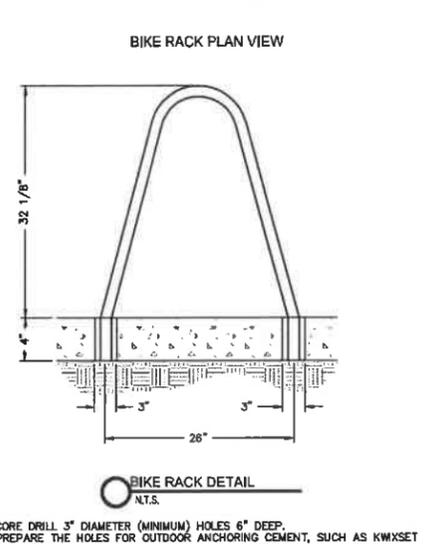
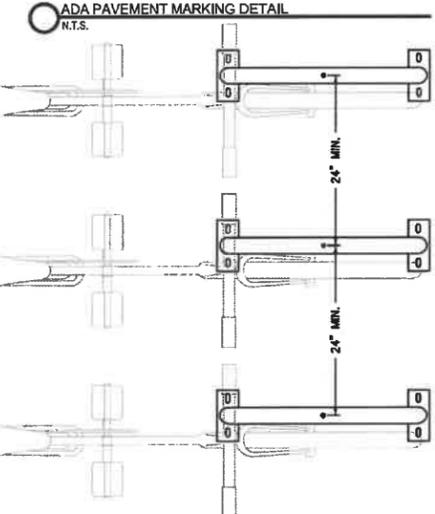
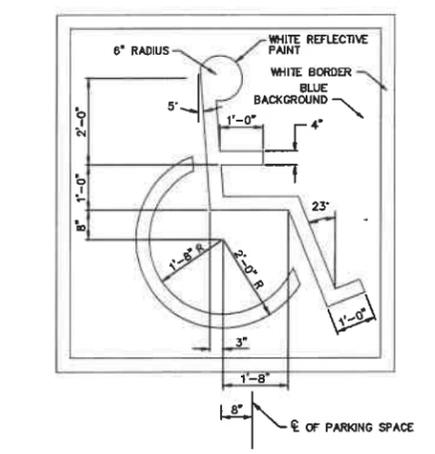
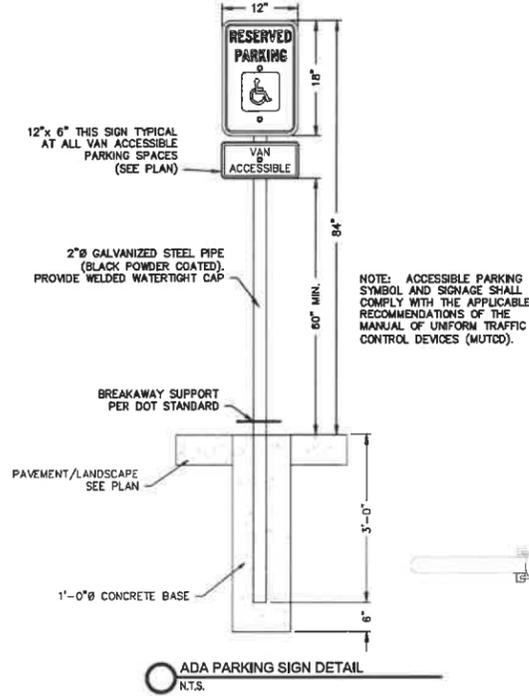
drawn by: ALE  
 checked by: BAF  
 approved by: BAF  
 CADD by: BAF  
 project no.: 021-04592  
 drawing no.: 021-04592  
 date: 08/19/2021

SHEET  
 C6.0

DWG: Z:\2021\04501-05000\021-04592\40-Design\AutoCAD\Final\Plan\Sheet\GHC\AC\_DTL01\_02104592.dwg  
 DATE: Oct 19, 2021 10:08am  
 USER: cfrank  
 XREFS: C:\P\BLK\_02104592



**NOTES:**  
 1. WORDS AND ARROWS FOR DRIVEWAYS SHALL BE APPLIED ACCORDING TO REQUIREMENTS AS OUTLINED IN SECTION 38 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.  
 2. THESE WORDS AND ARROWS ARE TO BE PAINTED REFLECTIVE WHITE.



**NOTES:**  
 1. CORE DRILL 3" DIAMETER (MINIMUM) HOLES 6" DEEP.  
 2. PREPARE THE HOLES FOR OUTDOOR ANCHORING CEMENT, SUCH AS KWXSET OR SUPER POR-ROK. FOLLOW THE MANUFACTURER'S INSTRUCTIONS FOR BLOWING OUT DUST, FILLING WITH WATER, SCRUBBING, AND REMOVING EXCESS WATER.  
 3. PLACE THE BIKE RACK BACK INTO POSITION AND FILL THE HOLES WITH ANCHORING CEMENT.

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REV. NO.	DATE	REVISION DESCRIPTION
1	06.13.2021	CITY COMMENTS
2	06.13.2021	CITY COMMENTS
3	06.13.2021	CITY COMMENTS

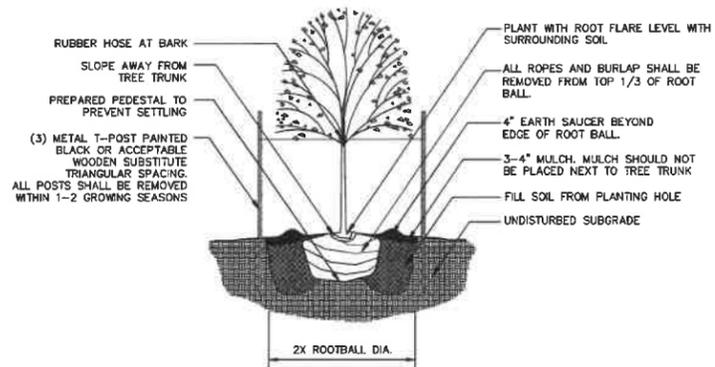
CONSTRUCTION DETAILS  
 SCOOTER'S COFFEE  
 CONSTRUCTION DOCUMENTS

WEST DES MOINES, IOWA

2021  
 SHEET  
 C7.0

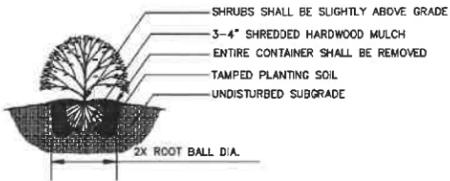


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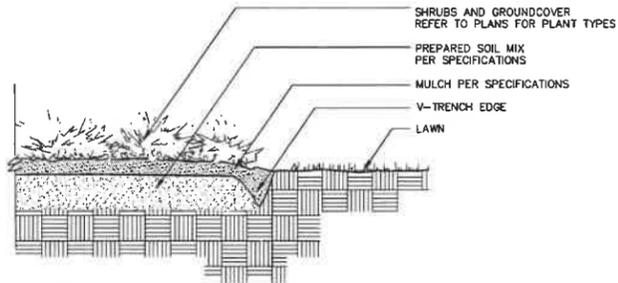
- NOTES:  
 1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING  
 2. IN AREAS OF TURF, SURROUND BED WITH 6\"/>

**1 Deciduous Tree Planting Detail**  
 not to scale



- NOTES:  
 1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH ANLA STANDARDS  
 2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION  
 3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION  
 4. SOAK GENEROUSLY TO COMPACT AND SETTLE

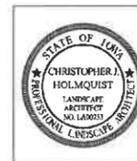
**2 Shrub Planting Detail**  
 not to scale



**3 V-Trench Edging Detail**  
 not to scale

**PLANTING NOTES**

- ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
- LOCATE AND FLAG ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL PROTECT EXISTING OVERHEAD AND UNDERGROUND UTILITIES. ANY DAMAGE TO SUCH SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
- PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
- PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ALL CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF WEST DES MOINES, IOWA AND THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN TO MEET MINIMUM SIZE AS SPECIFIED IN THE AMERICAN STANDARD FOR NURSERY STOCK ESTABLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA). THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL TREES SHALL BE CALIPERED AND ANY UNDERSIZED TREES SHALL BE REJECTED. SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 12\"/>



HEREBY CERTIFY THAT THE PORTION OF THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.  
 SIGNATURE: *Christopher J. Holmquist* DATE: 2021.08.31  
 NAME: CHRISTOPHER J. HOLMQUIST  
 LICENSE NUMBER LA00753  
 MY LICENSE RENEWAL DATE IS JUNE 30, 2023  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 SHEETS: L1.0 & L2.0

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**REVISIONS DESCRIPTION**

REV. NO.	DATE	DESCRIPTION
1	10/11/2021	CITY COMMENTS
2	10/11/2021	CITY COMMENTS
3	10/13/2021	CITY COMMENTS

**REVISIONS**

2021

**LANDSCAPE DETAILS & NOTES**

SCOOTER'S COFFEE  
 CONSTRUCTION DOCUMENTS

WEST DES MOINES, IOWA

drawn by: AIT  
 checked by: BAF  
 approved by: BAF  
 CADC by: BAF  
 project no.: 201-04592  
 drawing no.: C:\B002\_02104592  
 date: 08/09/2021

**SHEET L2.0**

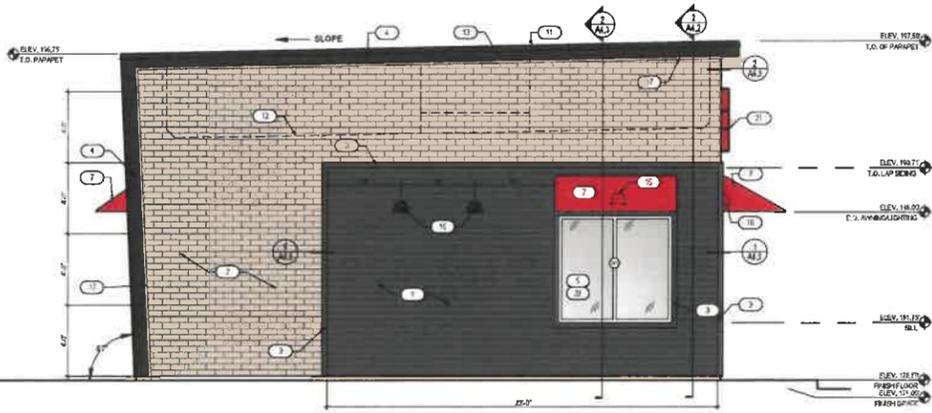
**KEYNOTES**

1. HARDIE PLANK HZ 10 LAP SIDING CEDARMILL 6-1/4", SEE HARDIE DETAIL SHEET A6.5 - COLOR: BENJAMIN MOORE STONE BROWN (2112-30) EGGSHELL FINISH
2. SLIMBRICK EQUAL TO MUTUAL MATERIALS COLOR: WHEAT
3. 3 1/2" HARDIE TRIM, SEE HARDIE DETAIL SHEET A6.5 - COLOR: BENJAMIN MOORE BLACK BEAN SOUP (2130-10)
4. 20 GAUGE METAL ACCENTS AND SOFFITS - COLOR: DARK BRONZE
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: BENJAMIN MOORE STONE BROWN (2112-30) EGGSHELL FINISH
9. PEEP HOLE, BY DOOR MANUFACTURER
10. DOOR BELL
11. 20 GAUGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. ROOF TOP UNIT BEYOND, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A6.3
15. MAILBOX BY OWNER
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBS, SEE PLUMBING DRAWINGS
21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT; TOTAL SQUARE FOOTAGE NOT TO EXCEED 32 SQ. FT.
22. SPANDREL GLASS
23. CONNECT TO UNDERGROUND DRAIN PIPING, RER. CIVIL

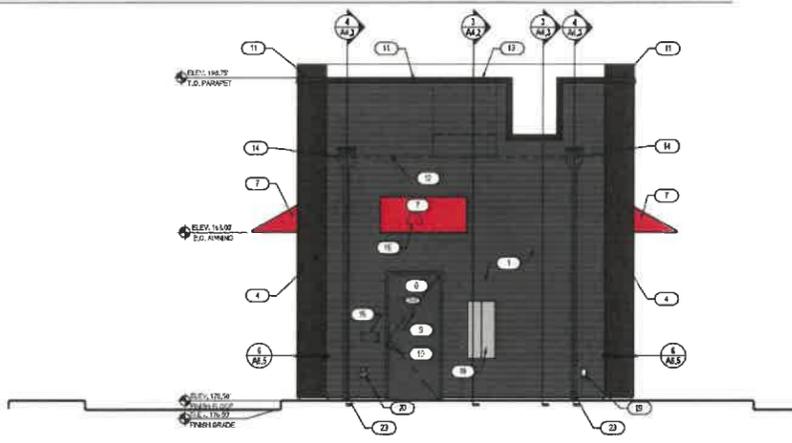
**MATERIAL BOARD**



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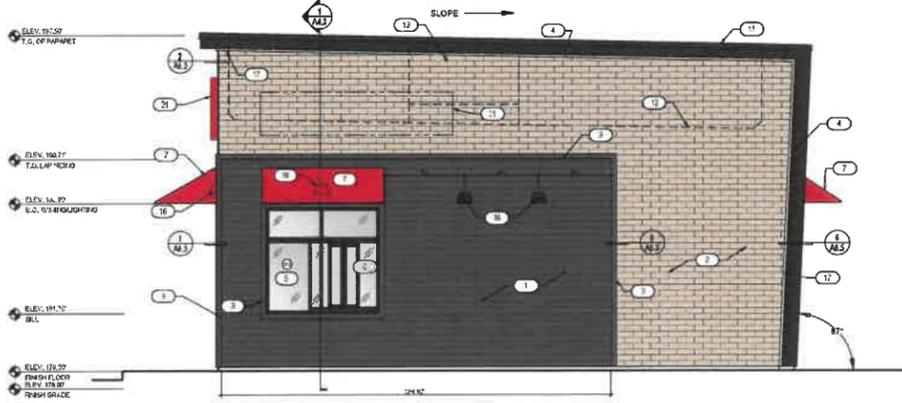
**4 EXTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"



**2 EXTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"



**3 EXTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"



**1 EXTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"



PROJECT ADDRESS:  
4520 UNIVERSITY  
AVE. WEST DES  
MOINES, IA 50266

REVISIONS:

TITLE:  
EXTERIOR  
ELEVATIONS

DATE:  
09/10/2021  
PROJECT NO.  
210615

- DESIGN DEVELOPMENT
- PERMIT SUBMITTAL
- BID PACKAGE
- CONSTRUCTION ISSUE

SHEET NO.

**A3.1**

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-21-088**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code, the applicant, ARC Holdings, LLC, and property owner, Shoppes at Three Fountains, L.C., request approval of a Major Modification to Site Plan for the approximately 12-acre Three Fountains Commercial property generally located between 4502 and 4570 University Avenue as depicted on the location map included in the staff report. The applicant requests approval to construct an approximately 560 square foot Scooter's Coffee kiosk building with drive-thru and associated site improvements; and

**WHEREAS**, the Major Modification to Site Plan request complies with the findings stated in the applicable provisions of Title 9, the Comprehensive Plan and City Code.

**NOW THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends the City Council approve the Major Modification to Site Plan (MaM-005308-2021), subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

**PASSED AND ADOPTED** on October 25, 2021.

  
Erica Andersen, Chair  
Plan and Zoning Commission

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 on October 25, 2021, by the following vote:

AYES: Andersen, Costa, Drake, Hatfield

NAYS:

ABSTENTIONS: Davis

ABSENT: Conlin, Crowley

ATTEST:

  
Recording Secretary

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa  
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

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## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A MAJOR MODIFICATION TO ALLOW CONSTRUCTION OF AN APPROXIMATELY 560 SQUARE FOOT SCOOTER'S COFFEE KIOSK WITH DRIVE-THRU**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, ARC Holdings, LLC, and property owner, Shoppes at Three Fountains, L.C., request approval of Scooter's Coffee Major Modification for that property generally located between 4502 and 4570 University Avenue and legally described in attached Exhibit 'B' for the purpose of constructing an approximately 560 square foot Scooter's Coffee kiosk with drive-thru and associated site improvements; 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**, the Major Modification complies with findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8, the Comprehensive Plan and City Code.

**WHEREAS**, on October 25, 2021, the Plan and Zoning Commission recommended to the City Council, by a 4-0 vote, for approval of the Major Modification; and

**WHEREAS**, the City Council is approving the address assignment of 4566 University Ave for the building; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the application for the Major Modification.

**NOW, THEREFORE**, The City Council does approve the Scooter's Coffee Major Modification (MaM-005308-2021), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, 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 November 1, 2021.

---

Matthew McKinney, Mayor Pro Tem

ATTEST:

---

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on November 1, 2021, by the following vote.

**Exhibit A: Conditions of Approval**

1. None

**Exhibit B: Legal Description**

Warranty Deed, Book 8275 Page 99

Lot 2, Three Fountains Plat No. 3, An Official Plat Now Included in And Forming  
A Part of The City of West Des Moines, Polk County, Iowa

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

**ITEM:** Redevelopment of 111 5<sup>th</sup> Street

**Date:** November 1, 2021

**RESOLUTION:** Approval to proceed with submission of a development application by Scott Cutler and Tim Rypma.

**FINANCIAL IMPACT:** None

**BACKGROUND:** A proposal for potential redevelopment of the site at 111 5<sup>th</sup> Street was brought before the Finance and Administration City Council Subcommittee at their August 18, 2021, meeting with a request for direction on how to move a potential redevelopment project forward in light of the moratorium currently in place within Historic West Des Moines.

The direction of the Subcommittee was to present the proposal to the Historic West Des Moines Master Plan Update Steering Committee (“Steering Committee”) to have them review it. If the Steering Committee was not in favor of the proposal, the process is concluded. If the Steering Committee was in favor of the proposal, then it would need to go to the Planning and Development City Council Subcommittee for a recommendation that would be brought to the full City Council for action.

If the full City Council was not in favor of the proposal, then the process ended. However, if the full City Council was in favor of the proposal, then the developer would need to go thru the full site plan approval process for their renovation project.

Steering Committee meetings: At a special meeting of the Steering Committee on September 29, 2021, the developer brought forward two proposals. The first proposal was to face the current building in a brick veneer, modify the roof lines of the building, construct a patio area to the rear of the building, and raise the front parapet wall. This option would result in a partial demolition of the building.

The second option involved all of the modifications proposed in the first option as well as relocating the patio area to the south side of the building facing Railroad Place. This option would result in a complete tear-down of the current building.

The architect for the developer also made a presentation on the variation in brick color in the 100 block of 5<sup>th</sup> Street.

After a short discussion the Steering Committee elected to focus their discussions on the second option with the patio area on the south side of the building.

At this point in the discussions, the Steering Committee opened up the meeting for comments and questions from the general public. During the public discussion portion of the meeting there were questions asked about this review process and the moratorium.

There were also comments made about improvements that could be made to the architecture of the building to incorporate a knee wall along the 5th Street side of the building, the use of a similar style and material for the patio enclosure similar to that used for the fencing for Railroad Park, and other minor architectural elements.

The developer indicated that they would be agreeable to making those changes, and they are reflected on the plans that were submitted to the Subcommittee.

The Steering Committee then took action to forward the option that incorporated the patio on the south side of the building to the Development and Planning Subcommittee for review and action.

Development and Planning City Council Subcommittee meeting: At the Development and Planning City Council Subcommittee meeting of October 18, 2021, the Subcommittee reviewed the development proposal that was forwarded from the Historic West Des Moines Master Plan Update Steering Committee. A review of the Steering Committee recommendations was presented by staff. The architect representing the developer made a presentation to the Subcommittee noting the incorporation of changes suggested at the Steering Committee meeting. The Subcommittee voted to recommend to the full City Council that the development proposal be allowed to proceed and that the developer be allowed to submit the necessary application for site plan approval.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** The Planning and Development City Council Subcommittee is recommending adoption of a resolution authorizing the filing of a site plan application for the redevelopment of 111 5<sup>th</sup> Street.

Lead Staff Member: Clyde Evans, AICP, Director of Community and Economic Development

**STAFF REVIEWS**

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

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

Published In	N/A
Dates(s) Published	N/A

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Development and Planning		
Date Reviewed	October 18, 2021		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

**ATTACHMENTS:**

- Exhibit I - Resolution
- Exhibit II - Site plan and renderings

**RESOLUTION****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA  
AUTHORIZING THE FILING OF A DEVELOPMENT APPLICATION FOR 111 5<sup>TH</sup> STREET**

**WHEREAS**, the City Council of the City of West Des Moines, Iowa wishes to promote economic development within the City of West Des Moines;

**WHEREAS**, the continued quality growth of retail/office/mixed use/industrial users within the City aids in the creation of jobs; increase in tax base; and the general economic well-being of the City;

**WHEREAS**, the City Council on April 19, 2021, established a temporary development moratorium for the Historic Valley Junction Business District, and the City Council extended the temporary development moratorium on May 17, 2021;

**WHEREAS**, provision #5 of the temporary Moratorium Resolution allows the City Council to consider proposals which could have a significant benefit to Valley Junction and the City;

**WHEREAS**, the Finance and Administration City Council Subcommittee on August 18, 2021, identified a process to bring forward development proposals to the City Council;

**WHEREAS**, in accordance with the direction given by the Finance and Administration City Council Subcommittee, the Historic West Des Moines Master Plan Update Steering Committee on September 29, 2021, voted to recommend to the Development and Planning City Council Subcommittee approval of a redevelopment proposal for 111 5<sup>th</sup> Street;

**WHEREAS**, in accordance with the direction given by the Finance and Administration City Council Subcommittee, the Development and Planning City Council Subcommittee on October 18, 2021, voted to recommend to the full City Council approval of a resolution authorizing the filing of a site plan application for the redevelopment of 111 5<sup>th</sup> Street;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES FINDS THAT THE REDEVELOPMENT OF 111 5<sup>TH</sup> STREET IS OF SIGNIFICANT BENEFIT TO VALLEY JUNCTION AND THE CITY, AND THAT THE DEVELOPER, 111 5<sup>TH</sup> STREET, LLC IS AUTHORIZED TO FILE A DEVELOPMENT APPLICATION FOR THE REDEVELOPMENT OF 111 5<sup>TH</sup> STREET.**

Passed and approved by the City Council on the 1<sup>st</sup> day of November 2021.

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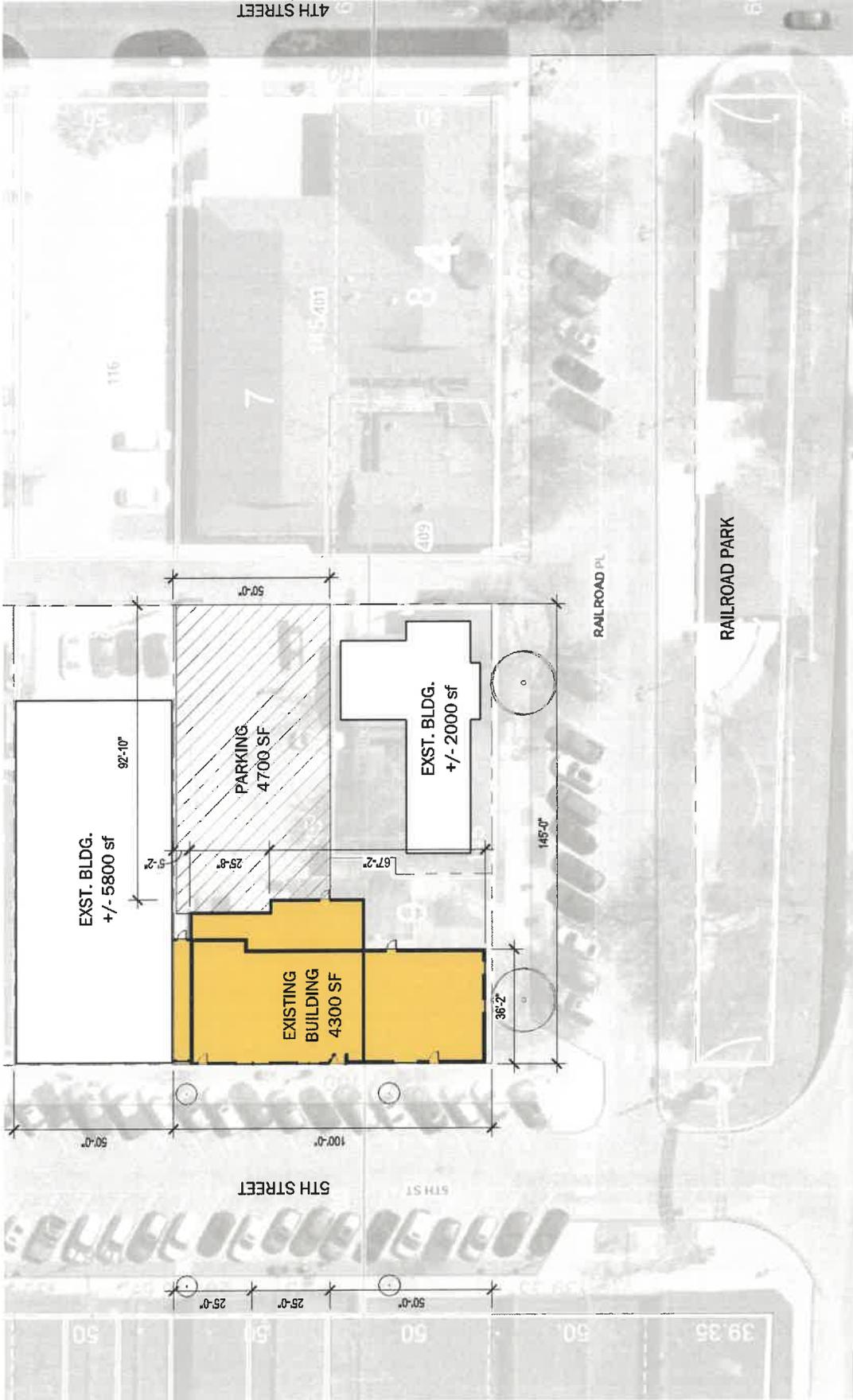
Steven K. Gaer, Mayor

**ATTEST:**

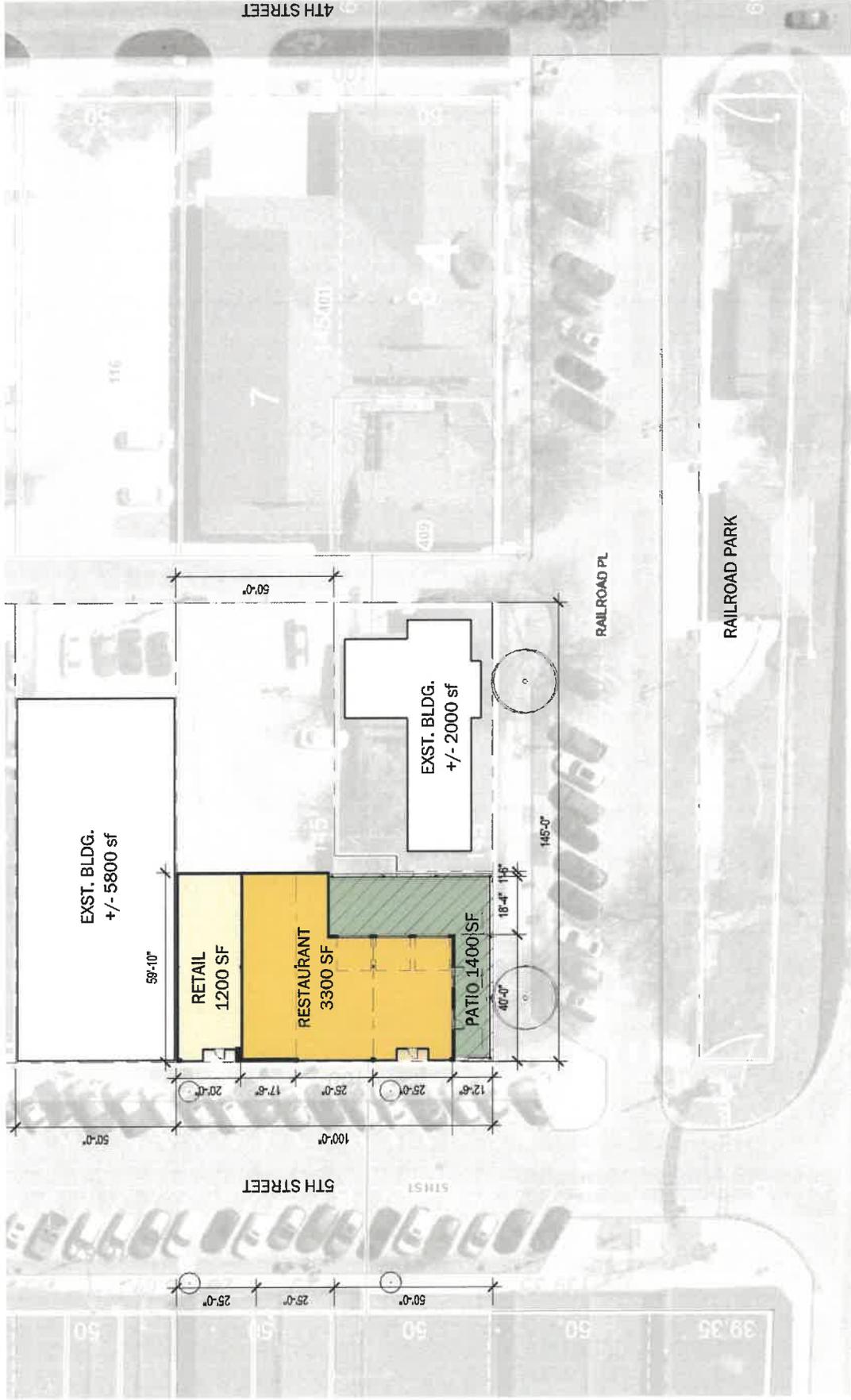
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Ryan T. Jacobson, City Clerk

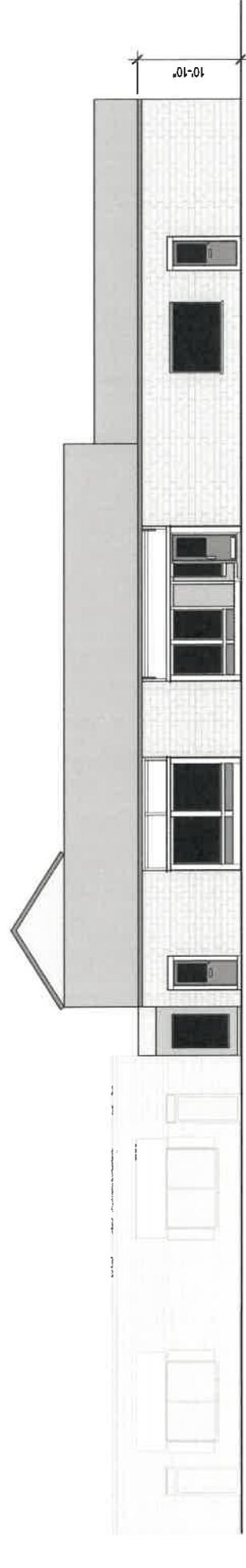
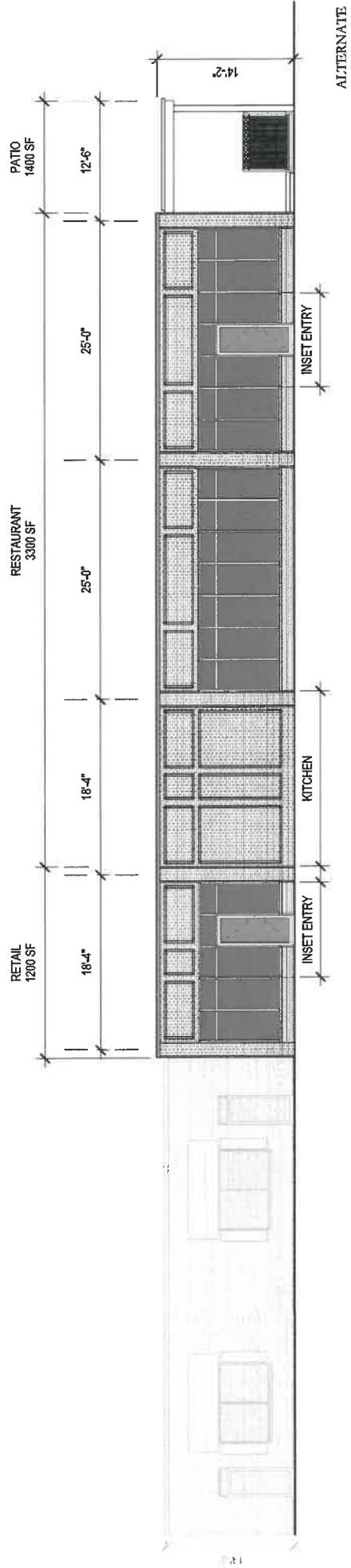
**SITE PLAN – EXISTING CONDITION @ 1" = 30'-0"**



**SITE PLAN @ 1" = 30'-0" - ALTERNATE**

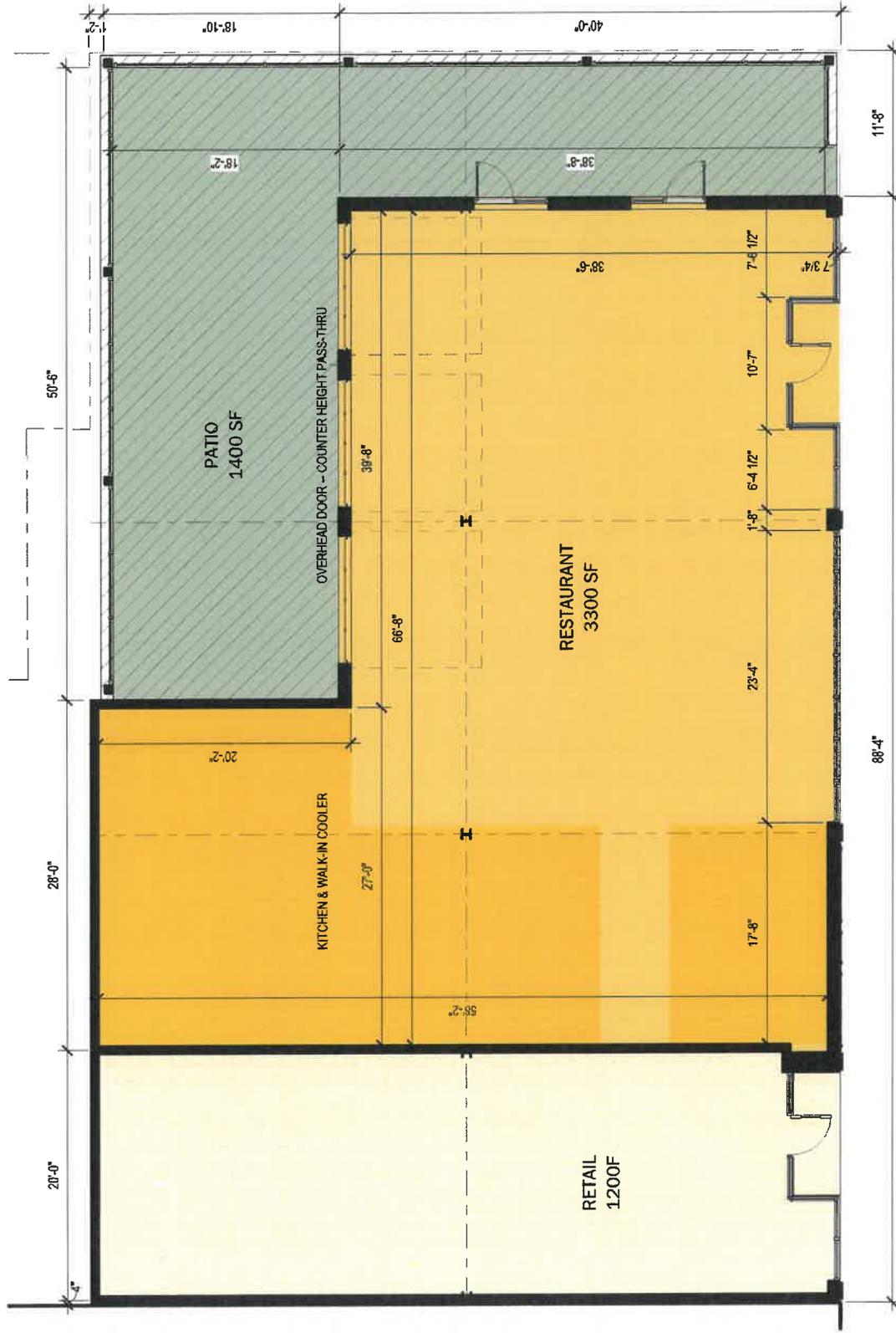


**5TH ST. ELEVATIONS @ 1" = 10'-0" - ALTERNATE**

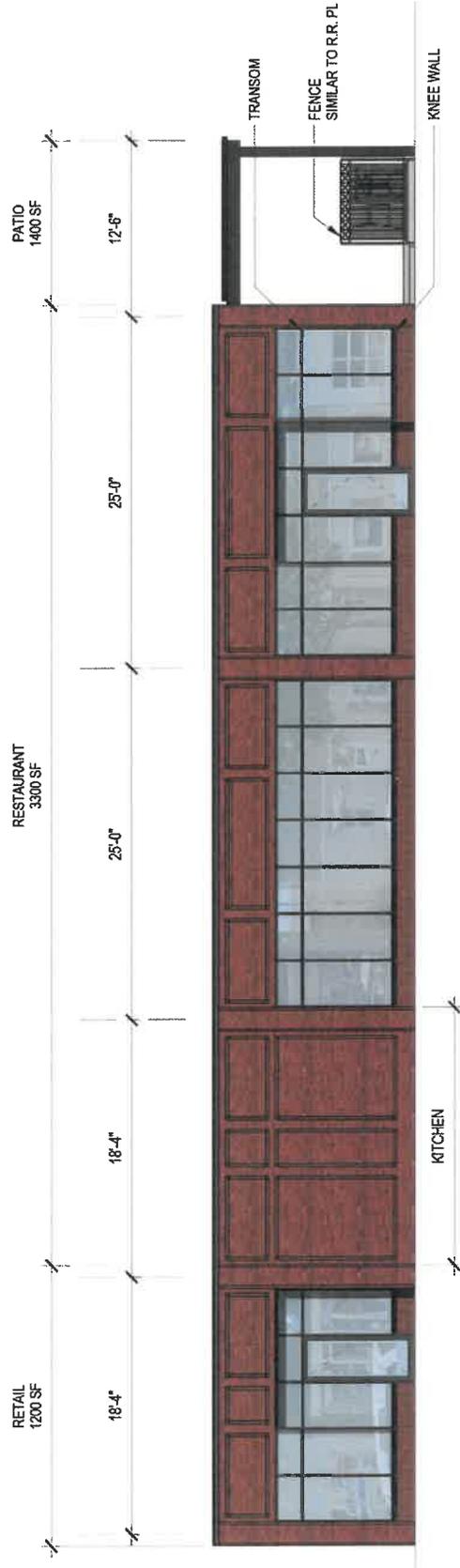


EXISTING

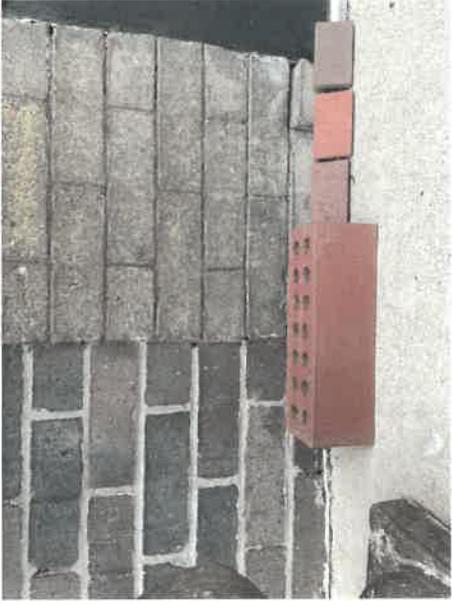
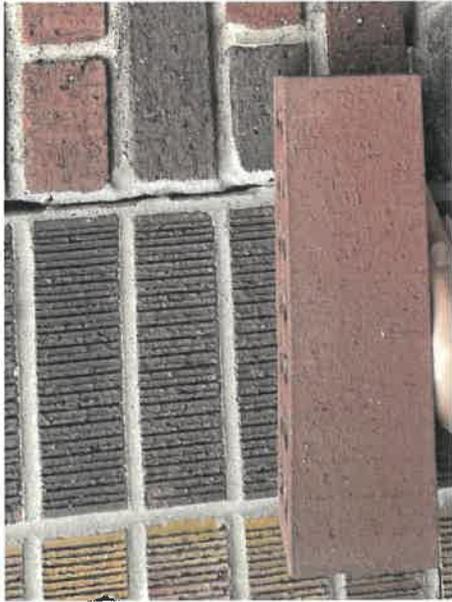
**PLAN @ 1/8" = 1'-0" SCALE**



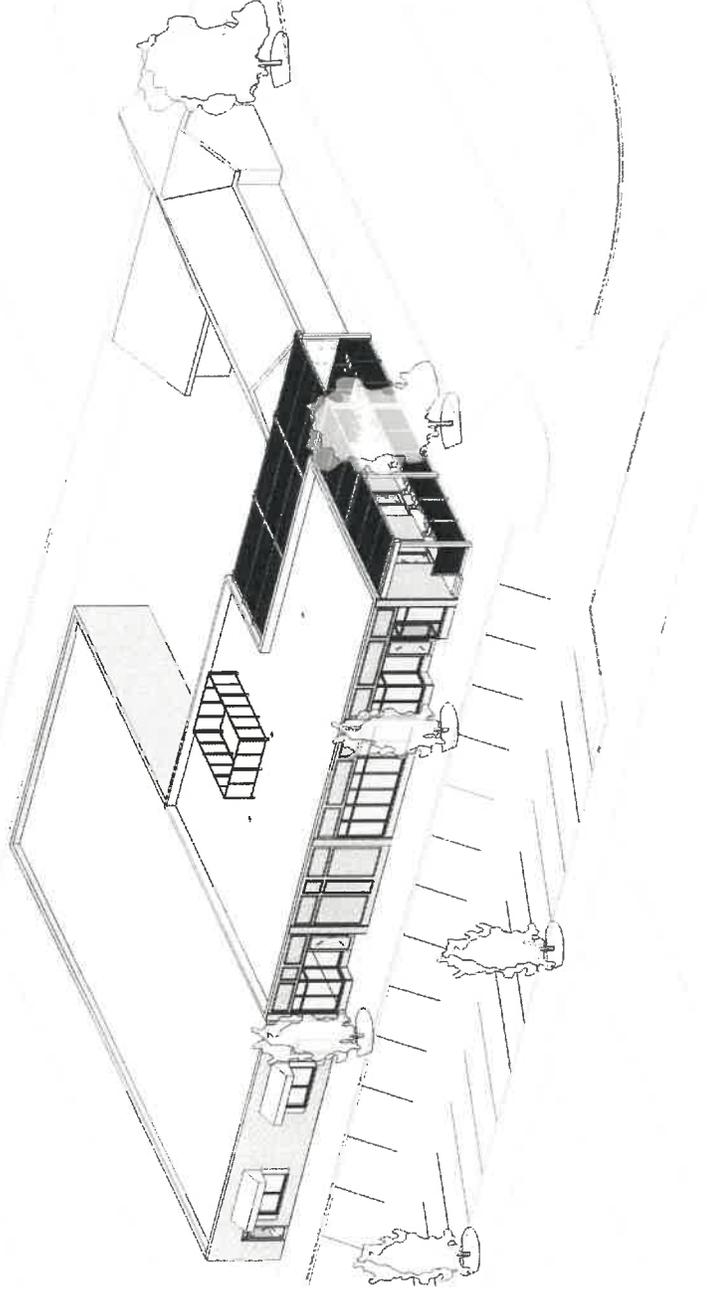
**ELEVATION RENDERING @ 1/8" = 1'-0"**



**MATERIAL BRICK**



**AXON – ALTERNATE w/ SOUTH PATIO**



**PERSPECTIVE – ALTERNATE w/ SOUTH PATIO**

